

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

SOFIA MARTINS AND NASSER LISBOA, MIRANDA & ASSOCIADOS

12 JULY 2019

Portugal			
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 primary source of statutory law, that is applicable to all arbitrations seated in Portugal, is Law No. 63/2011 of 14 December 2011, which approved the Voluntary Arbitration Law (hereinafter “VAL”). The VAL is largely based on the UNCITRAL Model Law. Notwithstanding that fact, naturally, it has differences and specificities personalised to the Portuguese legal system, such as rules regarding the appointment of arbitrators when there are multiple claimants or respondents; rules regarding third party joinder and the existence of a default 12-month time limit for rendering the award from the date of acceptance of the last arbitrator, as explained below.
I.2	Is it required for the award to result from an agreement to arbitrate?	YES	The award must always result from an agreement to arbitrate. According to the VAL, such agreement can be made within the context of an existing dispute, even if already pending before a state court (submission agreement), or relate to disputes arising from a contractual or non-contractual relationship (arbitration clause).
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	NO	Unless the parties agree that the agreement to arbitrate needs to be transcribed into the award, there is no legal obligation to transcribe the same.

I.2.b	Does the agreement to arbitrate must be attached to the award?	NO	Unless the parties agree that the agreement to arbitrate needs to be attached to the award, there is no legal obligation to attach the same.
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	YES	According to Article 39(4) of the VAL, an award may decide on the merits or otherwise put an end to the proceedings. Moreover, the VAL allows for partial awards, notably on procedural issues such as the jurisdiction of the tribunal.
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely matters be then resolved in form of a procedural order?	YES	Procedural and/or administrative matters or preliminary issues, such as the applicable law, timebar defences, or the arbitral tribunal's jurisdiction, may be resolved in the form of partial awards
I.4	Does the award must comply with certain minimal formal requirements?	YES	<p>The award must comply with the formal requirements foreseen in Article 42 of the VAL, as follows:</p> <p>a) it shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal or merely the signature of the chairman, in case the award is to be made by the latter, shall suffice provided that the reason for the omitted signatures is stated in the award.</p> <p>b) it shall contain the date of issuance, the seat of the arbitration.</p> <p>Besides these formal requirements, as regards its substance, except if otherwise provided by the parties, it shall contain the reasons based on which it was rendered and the distribution among the parties of the costs directly arising from the arbitration.</p>

I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	See comment in the right column	The award shall be a written original document. However, it does not need to be authenticated by a third entity (such as a public notary). In this regard, the VAL provides that the party seeking to enforce an arbitral award must supply the original of or a certified copy of the award and, if the award was not made in Portuguese, a certified translation thereof into Portuguese (Art. 47(1) of the VAL).
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 42(1) of the VAL expressly sets forth that the awards shall be made in writing.
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	According to Article 42 of the VAL, the award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is rendered on the basis of an agreement between the parties.
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	According to Article 42 of the VAL, the award must indicate 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	According to Article 42 of the VAL, the award must specify its date.
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?	YES	The date of the award shall be the date when the last arbitrator who signed the award actually signed it, which corresponds to the moment of when the decision was validly rendered. In any case, it is important to highlight that the award does not need to be signed by all arbitrators. According to Article 42 of the LAV, in arbitral proceedings with more than one arbitrator, the signatures of the majority of tribunal members or that of the chairman, in case the award is to be made by the latter, shall be sufficient, provided that the reason for the omission of the remaining signatures is stated in the award.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	NA	The date when the last arbitrator who signed the award actually signed it corresponds to the date when the relevant arbitration institution confirmed the award (please see the comment above).

I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	NA	According to Article 42(6) of the VAL, once rendered, the award must be served upon the parties, producing effects on such date.
I.5	Are partial awards permitted?	YES	Unless otherwise agreed by the parties, the arbitrators may issue a single award or as many partial awards as they deem necessary (Article 42 of the VAL).
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?	See comment in the right column	Partial awards may be issued in every case which is deemed necessary.
I.6	Are rectificative or interpretative additional awards permitted?	YES	In accordance with Article 45(1) and (2) of the VAL, arbitrators may correct or interpret an award at a party's request in the event of: (i) computation, clerical or typographical error; and/or (ii) obscurity or ambiguity. Additionally, within 30 days of receiving notice of the award, any party may, with notice to the other party, ask the arbitral tribunal to make an additional award concerning parts of the claim or claims submitted in the arbitral proceedings but omitted from the award (Article 45(5) of the VAL).
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	YES	The arbitral tribunal shall issue a rectificative award within 30 days of receiving a party's request for that purpose (Article 45(3) of the VAL). The arbitral tribunal may also correct an award on its own initiative within 30 days of service of the award (Article 45(4) of the VAL). As regards additional awards, the same must be rendered within 60 days of the request of the parties (Article 45(5) of the VAL).
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	30/60 days	See comment above.

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	In accordance with Article 45(3) of the VAL a rectificative or interpretative award is considered to be part of the initial award.
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?	See comment in the right column	In accordance with Article 45(1) of the VAL, arbitrators may correct an award in the event of computation, clerical or typographical error.
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can an interpretative award be issued?	See comment to I.6	In accordance with Article 45 (2) of the VAL, arbitrators may render an interpretative award in the event of obscurity or ambiguity.
I.7	Are interim or preliminary awards permitted?	YES	
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	YES	The arbitral tribunal may rule on its jurisdiction either as a preliminary question or in the award on the merits (Article 18(8) of the VAL).
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	YES	With the increasing complexity of arbitration proceedings, it has become more and more common to decide issues in separate phases. Thus, the arbitral tribunal many times resolve the issues in dispute in several awards rather than in one single award. Frequently arbitral tribunals decide to render a preliminary award on the principle of liability (as opposed to quantum) deemed appropriate to decide on a preliminary basis, being that this possibility is not excluded by the VAL
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	YES	Frequently arbitral tribunals decide to render a preliminary on the interpretation of a particular provision deemed appropriate to decide on a preliminary basis, being that this possibility is not excluded by the VAL
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?	See comment in the right column	Interim awards on preliminary issues contain a final decision on a disputed point. As such, they are, like any other arbitral awards, binding upon the parties and may, in certain circumstances (provided that, due to the specific circumstances

			of the case, they are not dependent on the matters to be decided through the final award), be directly enforced.
I.8	Are awards by consent accepted?	YES	Article 41(1) of the VAL foresees that if, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties, record the settlement in the form of an arbitral award on agreed terms, unless the contents of such settlement are in violation of public policy.
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	An award on agreed terms shall be made in accordance with the provisions of Article 42 of the VAL (as detailed above). Besides that, it shall mandatorily state that it is an award (Article 41(2) of the VAL).
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.	See comment in the right column	See comment above.
I.9	Are default awards accepted?	NO	In accordance with Article 35 of the VAL, unless it is otherwise agreed by the parties, the proceedings shall continue in case of absence of a party. Accordingly, in case the defendant fails to present its statement of defense, such failure shall not be treated as a confession of the claimants' allegations. As such, the arbitral tribunal may not render an award solely on the basis of the default or absence of the Party. In any case, the award issued at the end of an arbitration in which the defendant has not participated will be enforceable so long as the respondent has been given proper notice and an opportunity to present its case.
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?	NA	
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?	NA	
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	YES	Although the VAL does not expressly set forth an obligation to mention in the award the efforts than have been made to notify the absent party, considering that in case of absence of a proper notice the validity and/or enforcement of the award can be challenged, it is highly recommended that the efforts made by the arbitrators to notify the absent party are documented in the award.
I.10	Is there a time limit requirement to render the award?	YES	See comment below.
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.	See comment	In accordance with Article 43(1) and (2) of the VAL, unless otherwise agreed by the parties, the award must be rendered within 12 months as from the date of acceptance by the last arbitrator. The parties may agree or the tribunal decide to extend such time limit for successive periods of 12 months, provided that the tribunal's decision is duly motivated, unless both parties oppose.
I.11	Are arbitrators required to meet certain qualifications?	YES	See comment below.
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.	See comment in the right column	Any legally capable individual can act as an arbitrator (Article 9(1) of the VAL). Notwithstanding said fact, Article 9(3) specially sets forth that arbitrators must be independent and impartial. The parties may also impose additional qualifications and some arbitral institutions have specific requirements for arbitrators. In any case, no person can be precluded, by reason of that person's nationality, from being appointed as an arbitrator (Article 9(2) of the VAL).
II. Language		(Yes/No /NA)	Additional comments, if any.

II.1	Is it required for the award to be written in the language of the arbitral proceeding?	YES	The parties may freely choose the language or languages of arbitration. However, after a certain language is chosen the Arbitral Tribunal is compelled to respect it.
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	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	NA	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	NA	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	YES	<p>The parties may freely choose the language or languages of arbitration.</p> <p>However, in the absence of an agreement between the parties, the language or languages of arbitration shall be decided by the tribunal (Article 32(1) of the VAL).</p> <p>Although the VAL does not set forth any specific rule in this respect, as regards the choice of language, most scholars consider that such choice shall naturally take into consideration all the many elements that surround the dispute.</p>

II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	YES	Although the VAL does not set forth any specific rule in this respect, most relevant scholars consider that, in the absence of an agreement by the parties, the tribunal shall take into consideration all the many elements that surround the dispute when choosing a language for the proceedings, including the arbitrators' knowledge of that language.
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?	YES	Although the VAL does not set forth any specific rule in this respect, most relevant scholars consider that, in the absence of an agreement by the parties, the tribunal shall take into consideration all the many elements that surround the dispute when choosing a language for the proceedings/award, such as the link between that language and the dispute.
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?	YES	Although the VAL does not set forth any specific rule in this respect, most relevant scholars consider that, in the absence of an agreement by the parties, the tribunal shall take into consideration all the many elements that surround the dispute when choosing a language for the proceedings/award, such as the link between that language and the parties.
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?	YES	Although the VAL does not set forth any specific rule in this respect, most relevant scholars consider that, in the absence of an agreement by the parties, the tribunal shall take into consideration all the many elements that surround the dispute when choosing a language for the proceedings/award, such as the link between that language and the dispute.
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	YES	Although the VAL does not set forth any specific rule in this respect, most relevant scholars consider that, in the absence of an agreement by the parties, the tribunal shall take into consideration all the many elements that surround the dispute when choosing a language for the proceedings/award, such as the language that was/is commonly used between the parties.
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	YES	Although the VAL does not set forth any specific rule in this respect, most relevant scholars consider that, in the absence of an agreement by the parties, the tribunal shall take

			into consideration all the many elements that surround the dispute when choosing a language for the proceedings/award, such as the place where the award is most likely to be enforced.
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)?	NO	There are no specific provisions in the applicable laws forbidding the use of two languages in an award (i.e. quotes in one language and the rest of the award in another language). Notwithstanding the above, in case the quotes to be included in the award are written in a language that has not been adopted for the proceedings, the same shall first be translated into any of the applicable languages. In this regard, Article 32(2) of the VAL foresees that the tribunal may order the parties to present a translation of any document presented by the same.
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	See comment above.
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	See comment to question II.3.
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	See comment to question II.3.
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	See comment to question II.3.
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	See comment to question II.3.
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	See comment to question II.3.

II.3.g	If your answer to question II.3.b <u>is yes, is there any specific requirement regarding the person who can translate the text (ie. sworn translator)?</u>	NA	See comment to question II.3.
III. Signature, date and place		(Yes/No /NA)	Additional comments, if any.
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	NO	See comment below.
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	<p>The use of electronic signatures is allowed under the Portuguese legal system. Therefore, in principle, provided that such digital signature fulfills the requirements imposed by the applicable rules, the validity of an arbitral award cannot be challenged in case the same is electronically signed.</p> <p>In Portugal, digital signatures shall be made in the form of advanced qualified electronic signatures, and should meet the following requirements:</p> <ul style="list-style-type: none"> • Be created by a qualified electronic signature creation device. • Be based on a qualified certificate for electronic signatures. <p>If these requirements are met, unless the contrary is set forth by special law (which is not the case), the electronic signature will replace the physical signature for all legal purposes.</p>
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	Only the requirements described in the comment above shall be met.
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	See comment above.
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	YES	In accordance with Article 42(1) of the VAL, majority voting is the rule, but if no majority is reached, the chairman renders the award. If an arbitrator refuses to vote, the other arbitrators may render the award, unless otherwise agreed by the parties. The chairman may decide on issues relating to procedural organization, procedural

			sequence or procedural initiative, if authorized by the parties or all other members of the tribunal.
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	In accordance with Article 42(1) of the VAL, the reasons why a signature of an arbitrator is missing must be clearly stated in the award.
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	The VAL does not refer to dissenting opinions. However, in practice, this possibility is generally admitted and common, whether in ad hoc or institutional arbitrations. There is no specific rule preventing a dissenting arbitrator from signing the award. Local practice is that the award is signed by all arbitrators, including the dissenting arbitrator, and the dissenting opinion is attached to the award.
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	As mentioned above, the VAL does not refer to dissenting opinions. As such, there is no specific rule setting forth that the award shall contain an explanation as to why it bears the signature of the dissenting arbitrator. Notwithstanding that fact, in case of dissenting opinions, it is advisable that the same are clearly stated in the award. Otherwise, it will be presumed that the award was not objected by any of the arbitrators who signed it.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	NA	The VAL does not refer to dissenting opinions. Thus, this matter is not considered by the applicable rules..
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	NO	As mentioned in III.2, the LAV only foresees that the award should be signed by a majority of the arbitrators, or even solely by the chairman, if only he is available to sign. As such, even in case of unanimous decision, the award does not need to be signed by all arbitrators. In any case, the reason for omitting the remaining signatures must be stated in the award (Article 42(1) of the VAL).

III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	YES	See comment above.
III.5	Is initialling of all the pages of the award required?	NO	The applicable laws do not impose this obligation. However, initialing all pages is a common practice, whether in ad hoc or institutional arbitrations.
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	See comment above.
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	See comment to question III.5.
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	YES	As mentioned above, although this obligation is not imposed by the applicable laws, initialing all pages is a common practice, whether in ad hoc or institutional arbitrations.
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	NO	See comments to question III.5 above.
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	YES	Although this obligation is not imposed by the applicable laws, initialing all pages is a common practice, whether in ad hoc or institutional arbitrations. As such, nothing prevents a dissenting arbitrator from initialing the award.
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	NO	Article 42(4) of the VAL foresees that the award should specify the date of its adoption and place of arbitration, being that, in accordance with said provision, it will be considered, for all legal effects, that the award was rendered in that place. This does not however entail physical presence at the place of arbitration upon signature of the award. In case the award indicates a different place from the one which was chosen by the parties as the place of arbitration, the same may then

			be challenged on the ground of invalidity (Article 64(3)a iv) of the VAL).
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?	NA	See comment to III.7
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?	NA	See comment to III.7
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	NO	Besides the above, there are no additional signature requirements.
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	NA	
III.9	Is it required for the arbitral award to bear the date?	YES	Article 42(4) of the VAL foresees that the award should specify the date of its adoption.
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 shall state the date of its adoption (i.e., of when a decision was actually rendered), not necessarily the date when a specific arbitrator signed it.
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?	YES	The award shall state the date of its adoption (i.e., of when a decision was actually rendered), which should coincide with the date when the last arbitrator who signed it actually did it. In this regard, please note that an award does not need to be signed by all arbitrators. However, a decision will only be rendered after the same is signed by the arbitrators who actually signed it.

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 obligation to write the entire date as oppose of using only numbers.
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)?	NA	
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	NO	The award shall state the date of the exact moment of its adoption/approval.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	NO	According to Article 42(6) of the VAL, the award is effective from the date of its notification to the parties.
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	See comment above.

III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	See comment in the right column	<p>As mentioned above, according to Article 42(6) of the VAL, the award becomes effective on the date of its notification to the parties.</p> <p>Thus, provided that (i) the award is not subject to appeal – which, unless the parties agree otherwise, is the general rule –, or that the deadline for lodging an appeal has already elapsed (the general time limit for lodging an appeal is of 30 days); and that (ii) the deadline of 30 days for rectifying or interpreting such award has also elapsed, in accordance with Article 42(7) of the VAL, the arbitral award shall produce the exact same effects as a judicial ruling.</p> <p>Notwithstanding that fact, a motion to set aside an award may be, in very limited circumstances (as foreseen in Article 46 of the VAL), filed with regular judicial courts within 60 days from the date on which the challenging party received notification of the award (Article 46(6) of the VAL).</p>
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	YES	Article 42(4) of the VAL foresees that the award should specify the place of 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?	NA	See comment above
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	Are arbitrators or the arbitral institution required to stamp the award?	NO	The applicable laws do not impose the duty of stamping the award. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, said obligation will not apply.
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.,	NA	

	one stamp every X pages, stamp on the junction of the pages etc.)?		
III.14	Are arbitrators or the arbitral institution required to bind the award?	NO	Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, in principle, in order to guarantee its formal validity, the arbitrators are just required to sign the award (as explained above).
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	NA	
IV. Notification of the award		(Yes/No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	NO	<p>The VAL only sets forth that the award must be notified to the parties through the delivery to each of the parties of a copy signed by the arbitrator or arbitrators (Article 42(1) and (6) of the VAL).</p> <p>In this regard, parties are free to choose the applicable means for summons, notifications and communications. As such, the notification of the award may be made by any means which provide proof of receipt, namely by registered letter, delivery against receipt, facsimile, email or any other equivalent electronic method.</p> <p>In the absence of party agreement or applicable institutional rules, the arbitral tribunal may define the procedural rules (including the means for notifications) it deems adequate.</p>
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NO	See comment above.
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	See comment to question IV.1.
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	See comment to question IV.1.

IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	YES	Is it naturally permitted for the relevant arbitration institution to perform the notification of the award.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	NO	The arbitral tribunal may delegate that responsibility to a secretary, in case the parties so agree.
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?	YES	It is permitted for the arbitrators themselves to notify the award to the parties.
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	NO	The answer to this question will naturally depend on what is set forth by the arbitration rules used by the chosen arbitration institution. In any case, as a general rule, within institutional arbitrations, the notifications are commonly made by the arbitral institution itself (i.e., by its officers).
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?	YES	As long as the arbitration rules of the adopted arbitration institution do not prevent arbitrators from notifying the award themselves, there are no reasons which could lead to a negative answer to this question.
IV.5	Is it required to provide each of the parties with an original version of the award?	NO	The VAL specifically sets forth that the award must be notified to the parties through the delivery to each of the parties of a copy signed by the arbitrator or arbitrators (Article 42(1) and (6) of the VAL). No original is required. In fact, the original award must be kept by the tribunal for a minimum time-limit of five years (unless otherwise agreed by the parties)
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	NA	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	NO	See comment to IV.5 above.

IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	NA	
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	NO	The applicable rules do not set forth an obligation to provide each of the arbitrators with an original version of the award. Therefore, unless it is otherwise agreed by the parties or foreseen in a regulation applicable within an institutional arbitration, there is no obligation to provide each of the arbitrators with an original version of the award.
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	The applicable rules do not set forth an obligation to provide one original of the award for the arbitral tribunal. Therefore, unless it is otherwise agreed by the parties or foreseen in a regulation applicable within an institutional arbitration, there is no obligation to provide one original of the award for the arbitral tribunal.
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	The applicable rules do not set forth an obligation to provide a copy of the award for the arbitral tribunal. Therefore, unless it is otherwise agreed by the parties or foreseen in a regulation applicable within an institutional arbitration, there is no obligation to provide a copy of the award for the arbitral tribunal. Notwithstanding the above, commonly a copy of the award is provided to the arbitral tribunal.
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	NO	Since the enactment of the current VAL, deposit of awards with judicial courts is no longer required.
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	In case a party wishes to judicially enforce the award, it must supply the original of or a certified copy of the award to the judicial courts. If the award is not written in Portuguese, a certified translation thereof into Portuguese shall be presented (Art. 47(1) of the VAL).

IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	See comment to question IV.7.b.
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	In principle, there are no additional specific requirements to be observed, since the same, in light of the applicable laws, shall be viewed as having the same force and effect as a physical document.
IV.8	Is it required for the notification of the award to be made by international courier?	NO	See comment to question IV.1
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	See comment to question IV.1
IV.9	Is it required for the notification of the award to be made by public postal services?	NO	See comment to question IV.1
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	See comment to question IV.1
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	See comment to question IV.1

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	See comment to question IV.1
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	After notifying the award to the parties, the arbitrators are not required to assist the parties with complying with any further formalities that may be needed to ensure enforcement. However, in case an essentially formality is not fulfilled, the validity of the award may be challenged by the parties. Also note that arbitrators may correct or interpret an award at a party's request in the event of: (i) computation, clerical or typographical error; and/or (ii) obscurity or ambiguity (as mentioned in I.6).
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	See comment above.
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	See comment to question IV.11.
IV.12	Is there any time limit established for notification purposes?	YES	Unless the parties agree otherwise unless or provided by the adopted arbitration regulations, the notification of the final award shall be made within 12 months as from the date of acceptance by the last arbitrator. The parties may agree or the tribunal decide to extend such time limit for successive periods of 12 months, provided that the tribunal's decision is duly motivated, unless both parties oppose.
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	See comment in the right column	See comment above.
IV.12	Are there any additional specific local requirements for the notification of the award?	NO	Besides those described above, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, there are no additional local requirements for the notification of the award.

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	See comment above.
V. Confidentiality		(Yes/No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	YES	<p>As regards the confidentiality issue, Portuguese applicable laws only set forth that the arbitrators, the parties and the arbitral institutions must maintain the confidentiality of any information obtained and any documents produced during the arbitration proceedings, without prejudice to the duty to communicate or disclose information or activities to the competent authorities, if imposed by law (Article 30(5) of the VAL). It is also set forth that, unless a party objects, awards and other decisions may be published, excluding details that would identify the parties (Article 30(6) of the VAL).</p> <p>Thus, there are three main rules on confidentiality:</p> <ul style="list-style-type: none"> • Arbitration proceedings must be held in private; • Implied confidentiality in every arbitration; • Such confidentiality is subject to certain exceptions, namely court order, parties' consent, public interest and reasonable necessity. <p>Besides the above, nothing more is provided by the applicable laws on this matter.</p> <p>It follows that there is no particular rule on direct confidentiality duties between the arbitrators themselves and the parties.</p> <p>Notwithstanding the above, and without prejudice to the fact that the parties are in some way free to decide the degree of confidentiality they desire in this respect, some scholars consider that the confidentiality of the arbitrators' deliberations should extend generally to draft awards, internal communications regarding disposition of a case or comments on draft awards, and the content of oral deliberations.</p>

			Indeed, it is a commonly recognized practice that deliberations and draft decisions should be confidential, and should not be disclosed to the parties; only the decision itself and the reasoning as reflected in the award. Otherwise, the integrity and good organization of the procedure, as well as the quality and required independence of the decision, could be compromised.
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	See comment above.
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	YES	<p>As mentioned above, in Portugal, besides the rule contained on Article 30(5) and (6) of the VAL, there is no particular provision on direct confidentiality duties between the arbitrators themselves and the parties.</p> <p>Notwithstanding that fact, as also mentioned above, the confidentiality of arbitral deliberations is central to the adjudicative character and integrity of the arbitral process. For that reason, many scholars consider that the confidentiality of the arbitrators' deliberations should extend generally to draft awards, internal communications regarding disposition of a case or comments on draft awards, and the content of oral deliberations.</p> <p>For this reason, some scholars consider that, in order to refrain from breaching these implicit confidentiality duties, the arbitrators should be minded to avoid any <i>ex parte</i> communications with a party relating to any information discussed within the decision-making process.</p>
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	See comment above.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	YES	Article 30(5) of the VAL clearly foresees that the arbitrators and the arbitral institutions should maintain the confidentiality of any information/documents produced during the arbitration proceedings (which naturally includes the final award). Thus, when notifying the award, the arbitrators or

			<p>arbitral institution should preserve its confidentiality. Nevertheless, it is important to highlight that awards may be published provided the parties' details are removed and the latter have not opposed disclosure (Article 30(6) of the VAL).</p>
V.3.a	<p>If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?</p>	YES	<p>As mentioned above, in Portugal, there is a specific rule in the VAL setting forth that arbitrators, the parties, or arbitral institutions, as the case may be, are bound to maintain the confidentiality of any information and documents they may have access to in the course of arbitral proceedings, save when disclosure proves necessary to protect their rights or comply with any disclosure obligations before the relevant authorities (being that this does not preclude awards and other decisions issued by arbitral tribunals from being made public provided the parties' details are removed and the latter have not opposed disclosure) – please see the foregoing comments for further information in this regard.</p> <p>Besides this specific rule, no additional instructions/standards are foreseen by the applicable laws. However, provided that the instructions contained in the VAL (as detailed above) are respected, the parties may decide to adopt specific confidentiality standards.</p>
V.3.b	<p>If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.</p>	See comment in the right column	See comment above.
V.4	<p>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</p>	NO	<p>The applicable laws do not set forth any specific rule regarding the identification of the manner in which the award is to be notified in order to preserve its confidentiality. In fact, the VAL only sets forth that the award must be notified to the parties through the delivery to each of the parties of a copy signed by the arbitrator or arbitrators (Article 42(1) and (6) of the VAL).</p> <p>Notwithstanding the above, as already mentioned, parties are free to choose the applicable means (and formalities to observe) for notifications and communications, being that, in the absence of party agreement or applicable institutional rules, it will be up to the arbitral tribunal define the procedural</p>

			<p>rules (including the means for notifications) it deems adequate (Article 30(3) of the VAL).</p> <p>It is a commonly recognized practice that the manner in which notifications are to be made (including all specific particularities destined to preserve the confidentiality of the procedure) should be defined early in the moment of selection of the procedural rules applicable to the procedure.</p>
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	See comment above.
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	See comment to question V.4.
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	YES	As already mentioned, the VAL establishes that the award must be notified to the parties through the delivery to each of the parties of a copy signed by the arbitrator or arbitrators. For this delivery to be possible, the arbitrators (whom, as explained above, are compiled to keep confidentiality over all procedural documents and information), must naturally identify the parties to which the award is to be delivered. Otherwise, there would be a risk that the award could be received by a third party to the proceedings.
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	NO	Unless the parties agree otherwise, there are no additional formalities which need to be met (besides what is mentioned in the foregoing comment).
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	See comment to question V.5.
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	NO	The confidential nature of the award is already assured by Article 30 (5) of the VAL. Therefore, the award does not need to explicitly state that it has a confidential nature.

VI. Secretary of the Arbitral Tribunal		(Yes/No /NA)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	YES	<p>First of all, it is important to highlight that the applicable laws to arbitration in Portugal do not set forth any particular rule regarding the functions of an arbitral tribunal secretary. Thus, the role of the tribunal secretary is a very “grey area” that has been subject to an intense debate.</p> <p>In any case, in arbitrations in Portugal, it is consensual that the secretary may prepare draft procedural orders and non-substantive portions of awards if: (i) the tribunal provides detailed guidance to the secretary in advance of drafting; and (ii) the draft is scrutinized by the tribunal before finalizing.</p>
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision-making process?	NO	As mentioned above, the VAL is silent on the appointment/functions of a tribunal secretary. However, most scholars consider that under no circumstances may the arbitral tribunal delegate decision-making functions to a secretary. Thus, a request by an arbitrator to a secretary to prepare written notes shall in no circumstances release the arbitral tribunal from its duty of reviewing the case and/or to draft any decision.
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	YES	As mentioned above, the VAL is silent on the appointment/functions of a tribunal secretary. However, it is quite consensual that the secretary may draft non-substantive portions of awards, such as the procedural background and the parties’ positions. Indeed, it would not be time-efficient (or cost-efficient when the tribunal is paid based on an hourly rate) for the tribunal to draft every single word of every single procedural order or award.
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary’s role in assisting with the award.	See comment in the right column	<p>As mentioned above, the VAL is silent on the appointment/functions of a tribunal secretary. However, most scholars consider that the arbitral secretary’s tasks may involve all or some of the following:</p> <ul style="list-style-type: none"> • Undertaking administrative matters in the absence of an institution; • Communicating with the arbitral institution and parties, as well as organizing meetings and hearings;

			<ul style="list-style-type: none"> • Organizing correspondence, submissions and evidence on behalf of the arbitral tribunal; • Researching questions of law; • Researching questions relating to factual evidence and witness testimony; • Drafting procedural orders and factual chronologies summarizing the parties' submissions and evidence; • Attending the arbitral tribunal's deliberations; and • Drafting non-substantive parts of the award.
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	NO	Portuguese laws on arbitration do not set forth any particular rule regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	NO	Portuguese laws on arbitration do not include any provision requiring that the award states the name of the arbitral tribunal secretary. Thus, unless it is otherwise agreed by the parties or foreseen in the procedural rules adopted for the arbitration, there is no obligation to include the name of the of the arbitral tribunal secretary in the award.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	See comment above.
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	See comment to question VI.2. It is however commonly considered that the secretary shall be independent and impartial towards the parties.
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	See comment to question VI.2
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	Portuguese laws on arbitration do not include any provision on this matter. Thus, unless it is otherwise agreed by the parties or foreseen in the procedural rules adopted for the arbitration, there is no obligation to include a description of the scope and extent of the secretary's assistance in the award.

VII. Content of the award		(Yes/No /NA)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	YES	The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is rendered on the basis of an agreement between the parties (Article 42 of the VAL).
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	YES (Without prejudice to the answer above, please see our comment in the right column)	<p>As regards the content of the award, Article 42 of the VAL only sets forth the following:</p> <ul style="list-style-type: none"> • The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is rendered on the basis of an agreement between the parties; • Unless otherwise agreed by the parties, the award shall determine the proportions in which the parties shall bear the costs directly resulting from the arbitration. The arbitrators may furthermore decide in the award, if they so deem fair and appropriate, that one or some of the parties shall compensate the other party or parties for the whole or part of the reasonable costs and expenses that they can prove to have incurred due to their participation in the arbitration. • The award shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal or merely the signature of the chairman, in case the award is to be made by the latter, shall suffice provided that the reason for the omitted signatures is stated in the award. • The award shall state its date and the place of arbitration. <p>Besides setting forth these requirements, the Portuguese laws on arbitration are totally silent in what regards the specific contents of the award.</p> <p>Thus, the exact length of the award's contents shall be determined in accordance with what</p>

			<p>was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to (please note that the parties may, until the acceptance by the first arbitrator, agree on the procedure and rules to be followed by the arbitral tribunal). Failing such agreement, the arbitral tribunal may define the procedural rules it deems adequate.</p> <p>It results from the above that there is a “grey area” in what regards the required contents of the arbitral award. In fact, as long as the requirements set forth by Article 42 of the VAL (as detailed above) and those set forth by the parties/arbitral tribunal are met, the award will be deemed as valid.</p> <p>In other words, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned, it is not mandatory to address additional procedural issues/information.</p> <p>Notwithstanding the above, we must highlight that most scholars consider that, in the lack of more specific provision on this regard, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, some additional subjects should be, at least to some extent, addressed in the award.</p>
VII.2.a	<p>If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?</p>	<p>YES</p>	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague. For this reason, as long as the requirements set forth by Article 42 of the VAL (as detailed above) and those set forth by the parties/arbitral tribunal are met, the award will be deemed as valid.</p> <p>The VAL does not specifically require that the names and addresses of the parties are contained in the award. However, it is quite unanimous that this information shall naturally be included in the same. Otherwise, its judicial enforcement would be clearly compromised.</p>

VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	NO	As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned, it is not mandatory to address additional procedural issues, such as this type of information. However, it is advisable and a recognized general practice to include this information in the award.
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	As regards the date, the same shall mandatorily be included in the award (Article 42 (4) of the VAL). In what regards the parties and terms of the arbitration agreement, although the VAL does not specifically require that these topics are specifically addressed, most scholars consider that, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, the award shall contain information on these subjects.
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?	See comment in the right column	The award shall always state the place of arbitration. (Article 42 (4) of the VAL). Additionally, although the VAL is silent in this regard, most scholars consider that the award shall also indicate whether the place of arbitration was agreed by the parties or not.
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?	See comment in the right column	See comment above.
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?	See comment in the right column	As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned, it is not mandatory to address additional procedural issues. For this reason, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, the award is not mandatorily required to contain the law or rules applicable to the arbitration agreement

			Notwithstanding the above, we must highlight that most scholars consider that the award shall, at least to some extent, indicate the law or rules applicable to the arbitration agreement, and specify if the same were agreed by the parties or otherwise determined by the arbitral tribunal.
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?	See comment in the right column	See comment above.
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?	See comment in the right column	See comment to question VII.2. f.
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	As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned, it is not mandatory to address additional procedural issues. Notwithstanding the above, as regards this specific question, most scholars consider that the award is required to indicate the law or rules applicable to the merits of the dispute, and specify if the same were agreed by the parties or otherwise determined by the arbitral tribunal. Otherwise, the validity of the award could be at stake inasmuch as its statement of reasons is defective.
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	See comment above.
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	YES	See comment to question VII.2.i.
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?	See comment in the right column	As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it

			<p>is not mandatory to address additional procedural issues.</p> <p>In any case, we must highlight that most scholars consider that the award shall, at least to some extent, indicate the procedural rules governing the arbitration.</p>
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?	See comment in the right column	<p>As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned, it is not mandatory to address additional procedural issues, such as this type of information.</p> <p>However, it is advisable and a recognized general practice to include this information in the award. Moreover, most scholars consider that, in order to be duly reasoned, the award should specify the contents of the arbitration agreement. Thus, in case the language has been chosen by the parties within their agreement, this fact should, in principle, be mentioned.</p>
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?	See comment in the right column	See comment above.
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?	See comment in the right column	See comment to question VII.2.m.
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?	See comment in the right column	See comment to question VII.2.m.
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	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague.</p> <p>Notwithstanding that fact it is unanimous among our scholars/courts that the award should, at least, contain the identification of the arbitrators and a description as to how the arbitrators were appointed.</p>

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	See comment above.
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	Within institutional arbitrations, it is a recognized common practice to indicate the case reference stipulated by the arbitral institution. However, this will naturally depend on what is set forth by the regulations of the adopted arbitral institution.
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?	See comment in the right column	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague, and the necessity of including this information in the award is very dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>In fact, as previously explained, without prejudice to what may be agreed by the parties or provided by the adopted arbitration regulations, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to address additional procedural issues (like, for instance, including a complete chronology of the events that led to the dispute).</p> <p>Notwithstanding the above, we must highlight that most scholars consider that, in order to be duly reasoned, the award should, at least, contain a brief description of the principle events which led to the dispute. Otherwise, the validity of the award could be at stake inasmuch as its statement of reasons is defective.</p>
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?	See comment in the right column	As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague, and the necessity of including this information in the award is very dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.

			<p>In fact, as previously explained, without prejudice to what may be agreed by the parties or provided by the adopted arbitration regulations, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to address additional procedural issues (like, for instance, including a complete chronology of the events occurred within the proceedings).</p> <p>Notwithstanding the above, we must highlight that most scholars consider that, in order to be duly reasoned, the award should, at least, contain a brief description of the principle events occurred within the proceedings, namely to attest that the procedure has respected the applicable rules and has not violated the principles of due process, <i>audi alteram partem</i> and of the rights of the defence.</p>
VII.2.v	If your answer to question VII.2 is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	YES	<p>As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to address additional procedural issues, such as indicate all and every step taken by the arbitral tribunal to ascertain the facts of the case.</p> <p>In any case, we cannot imagine a situation where an award can be deemed as reasoned if the indication of the steps taken by the arbitral tribunal to ascertain the facts of the case has not been made.</p> <p>In this regard, it is almost unanimous among the scholars/courts that, in order to be duly reasoned, the award shall, at least to some extent, indicate the principle steps taken by the arbitral tribunal to ascertain the facts of the case. Otherwise, the validity of the award could be at stake inasmuch as its statement of reasons is defective.</p>
VII.2.w	If your answer to question VII.2 is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	NO	<p>Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, the award does not need to indicate the time limit for rendering the award.</p>

VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	NO	Although it is a common practice for the award to indicate what type of award it is, the same does not necessarily need to contain said reference. However, the award shall clearly state that it is an award and indicate its subject matter.
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	NA	See comment above.
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	See comment to question VII.2.x.
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	The subject matter of the award does not need to be indicated on its cover.
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?	See comment in the right column	<p>Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, the award does not necessarily need to indicate a complete procedural history.</p> <p>In any case, it is a recognized common practice to indicate, at least, the principal events regarding the summoning of the parties, as well as additional details on their participation in the proceedings. In case relevant procedural stances which may have occurred are not mentioned, there is a risk that the enforcement of the award may be refused on the basis of violation of the principles of due process and <i>audi alteram partem</i>.</p> <p>According to most scholars, the award should, at least, comment on the contents of the arbitration agreement and describe the how the arbitral tribunal was formed (in order to define the object of the dispute, justify the tribunal's jurisdiction and attest the arbitrators respect for the applicable principals to the proceedings).</p>
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NO	Unless otherwise agreed by the parties or provided by the applicable arbitration regulations, it is not required to include the arbitration agreement in the award. However, as

			mentioned above, according to most scholars, the award shall, at least, comment on the contents of 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?	NO	Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, it is not required to include the date of commencement of the arbitration, although it is common practise to refer this in the procedural history.
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	See comment to question VII.3.
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?	See comment in the right column	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague, and necessity of the inclusion of this information in the award is naturally dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>In fact, as previously explained, without prejudice to what may be agreed by the parties or provided by the adopted arbitration regulations, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to include any type of additional information, such as the description of all the procedural applications already made and decided.</p> <p>Notwithstanding the above, in case any of these procedural applications has not yet been decided, the arbitral tribunal will be obliged to address these topics and render a reasoned decision on the same within its final award. Moreover, it is common practice to include reference at least to main applications mad and decisions thereon.</p>
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?	See comment in the right column	See comment above.

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?	See comment in the right column	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague, and necessity of the inclusion of this information in the award is naturally dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>In fact, as previously explained, without prejudice to what may be agreed by the parties or provided by the adopted arbitration regulations, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to include any type of additional information</p> <p>Notwithstanding the above, we must highlight that most scholars consider that, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, the award should indicate details concerning the evidence submitted by the parties, under the penalty of not being well reasoned.</p>
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	See comment in the right column	Although the VAL does not set forth a specific duty to make reference to the prior award, at least in case of additional awards, it is advisable (and common practice) to do so.
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	Although the VAL does not set forth a specific duty on this matter, at least in case of additional awards, it is advisable (and common practice) to make reference to the procedural history of the prior award.
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	Additional awards made with the purpose of completing the previous award are generally considered to be part of the prior awards.
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	Although the VAL does not set forth a specific duty on this matter, in case of additional award (which are meant to complete previous awards) it is generally accepted that it is sufficient to

			make reference to the sections of the prior award where the procedural history is described.
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	It is not required for the newer award to include the prior award as an attachment.
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	See comment above.
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	See comment in the right column	<p>In case the arbitral tribunal has already ruled on its jurisdiction as a preliminary question, this matter does not mandatorily need to be addressed within the award.</p> <p>However, if its jurisdiction has been challenged by one of the parties, and provided that a preliminary decision on said subject has not yet been rendered, the arbitral tribunal will be compelled to focus on this matter when rendering the final award (and thereby decide on its jurisdiction).</p> <p>In any case, most scholars consider that the contents of the arbitral agreement, namely the basis upon which the arbitral tribunal's jurisdiction is grounded, should be commented in the award, and this is common practice.</p>
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	YES	In case the arbitral tribunal's jurisdiction has been challenged by one of the parties, and provided that a preliminary on said subject decision has not yet been rendered, the arbitral tribunal will be compelled to focus on this matter when rendering the final award, being that the final award shall, in that case, mention the objection made by the challenging party.
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	In case the arbitral tribunal's jurisdiction has been challenged by one of the parties, and provided that a preliminary on said subject decision has not yet been rendered, the arbitral tribunal will be compelled to focus on this matter when rendering the final award, being that its decision regarding such objection shall be well reasoned (under penalty of being invalid

			for violating the principle of presenting reasons).
VII.6	Is it required for the award to recite the parties' request for relief?	Se comment in the right column	<p>As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to address additional procedural issues.</p> <p>Notwithstanding that fact it is highly consensual between most scholars and common practice that the award should, at least, contain a summary of each parties' requests for relief. This shall be made, not only for purposes of clarity, but also for granting that the decision is not rendered <i>infra petita</i> or <i>ultra petita</i>, and thereby assure its validity.</p>
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	Se comment in the right column	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague, and necessity of the inclusion of this information in the award is naturally dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>In fact, as previously explained, without prejudice to what may be agreed by the parties or provided by the adopted arbitration regulations, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to include any type of additional information.</p> <p>Notwithstanding the above, considering that the arbitral tribunal may only decide on what was requested by the parties, in case their claim has changed, it is highly recommended to include this information in the award. Additionally, please note that it is consensual between most scholars that the award should, at least, contain a summary of each parties' positions/claims. This shall be made, not only for purposes of clarity, but also for granting that the decision is</p>

			not rendered <i>infra petita</i> or <i>ultra petita</i> , and thereby assure its validity.
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	See comment in the right column	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague, and the necessity of including this information in the award is very dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>In fact, as previously explained, without prejudice to what may be agreed by the parties or provided by the adopted arbitration regulations, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to include a list identifying the issues to be decided. As long as decisions are rendered on those subjects, and provided that said decisions are duly reasoned, the award will be valid.</p> <p>Notwithstanding the above, it is a generally recognized (and good) practice to clearly identify the issues to be decided. This shall be made, not only for purposes of clarity, but also for ensuring that the decision is not rendered <i>infra petita</i> or <i>ultra petita</i>, and thereby assure its validity.</p>
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	YES	This is an important part of the procedure of reasoning an award.
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	See comment in the right column	<p>As mentioned in our comment to question VII.2, the provisions set forth by the Portuguese laws on arbitration regarding the contents of an arbitral award are quite vague, and the necessity of including this information in the award is very dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>In fact, as previously explained, without prejudice to what may be agreed by the parties or provided by the adopted arbitration regulations, besides the procedural information which is mandatory to identify – i.e., the date,</p>

			<p>allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory contain an enumeration of all the facts occurs during the dispute.</p> <p>Notwithstanding the above, we must highlight that most scholars consider that, in order to be duly reasoned, the award should, at least, contain a brief description of all the relevant facts of the dispute, upon which the decision will be rendered. In fact, it is very difficult to configure a situation where an award can be deemed as reasoned when the relevant facts of the dispute have not been described.</p>
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?	See comment to VII.8	See comment above. It is common practice to identify facts agreed on by the parties and, regarding others, why the tribunal considered them as proven or not.
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	The arbitral tribunal is mandatorily compelled to decide on the disputed facts and thereby reason its decisions.
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?	Se comment in the right column	<p>As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to address additional procedural issues, such as indicating the totality of the arguments invoked by the parties with the purpose of defending a specific position.</p> <p>Notwithstanding that fact it is highly consensual between most scholars that the award should, at least, contain a summary of each parties' positions. This shall be made, not only for purposes of clarity, but also for granting that the decision is not rendered <i>infra petita</i> or <i>ultra petita</i>, and thereby assure its validity.</p>
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by	NO	Any structure may be followed. Commonly positions are juxtaposed immediately after each other under each issue

	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?	YES	The arbitral tribunal is allowed 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?	NO	The arbitral tribunal is not 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?	See comment in the right column	<p>As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to address additional procedural issues, such as indicating the totality of the arguments invoked by the parties with the purpose of defending a specific position.</p> <p>Notwithstanding that fact it is highly consensual between most scholars that the award should, at least, contain a summary of each parties' positions. This shall be made, not only for purposes of clarity, but also for granting that the decision is not rendered <i>infra petita</i> or <i>ultra petita</i>, and thereby assure its validity.</p>
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	<p>The arbitral tribunal is compelled to decide (and to ground its decision) on all the matters in dispute between the parties, provided that such issues were presented for its appreciation by the parties and are subject to its jurisdiction (in accordance with what is set forth by arbitration agreement and the rules provided in the VAL). In case the arbitral tribunal fails to consider an issue or argument that is subject to its assessment, it will render a decision <i>infra petita</i>, thereby causing an inadmissible prejudice to the parties.</p> <p>Very frequently arbitral tribunals decide to render a preliminary decision on these type of matters before rendering their final award. In any case, arbitral tribunal's</p>

			decision shall always be duly reasoned (as explained above).
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?	See comment in the right column	<p>As mentioned in our comment to question VII.2, besides the procedural information which is mandatory to identify – i.e., the date, allocation of costs and place of arbitration –, provided that the decision is duly reasoned and has respected the laws and procedure agreed by/with parties, it is not mandatory to address additional procedural issues, such as indicating the totality of the arguments invoked by the parties with the purpose of defending a specific position.</p> <p>Notwithstanding that fact it is highly consensual between most scholars that the award should, at least, contain a summary of each parties' positions. This shall be made, not only for purposes of clarity, but also for granting that the decision is not rendered <i>infra petita</i> or <i>ultra petita</i>, and thereby assure its validity.</p>
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	<p>The arbitral tribunal is compelled to decide (and to ground its decision) on all the matters in dispute between the parties, provided that such issues were presented for its appreciation by the parties and are subject to its jurisdiction (in accordance with what is set forth by arbitration agreement and the rules provided in the VAL). In case the arbitral tribunal fails to consider a material issue or argument that is subject to its assessment it will render a decision <i>infra petita</i>, thereby causing an inadmissible prejudice to the parties.</p> <p>As already mentioned, the arbitral tribunal's decision on this regard shall be duly reasoned.</p>
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	NO	<p>An award itself is not subject to tax. Additionally, there are no specific rules about the payment of taxes. Hence, general tax legislation applies to the arbitrators.</p> <p>The parties and the arbitrators/arbitration institution may agree that the parties should bear the amount of VAT on the arbitrators' fees. It is generally agreed upon in the terms of reference if the parties are going to be</p>

			charged VAT directly on the arbitrators' fees or costs of arbitration, which will usually be treated as cost of the arbitration.
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	See comment above.
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	NO	The EU Anti-Money Laundering Directive (the "Fourth EU Directive" (EU) 2015/849) has already been implemented in Portugal, and demands specific entities to file a report "where the obliged entity knows, suspects or has reasonable grounds to suspect that funds, regardless of the amount involved, are the proceeds of criminal activity". However, at least in Portugal, arbitrators were not included among the entities which are subject to this duty. Therefore, in Portugal, an arbitrator is not obliged to report its suspicions under national law.
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	See comment above.
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 42 of the VAL sets forth that the award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is rendered on the basis of an agreement between the parties.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	NO	As mentioned above, besides setting forth that the award shall state the reasons upon which it is based, the Portuguese laws on arbitration are totally silent in what regards the specific extent required for such reasoning. Thus, the exact length of the award's reasoning shall be determined in accordance with what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.

			<p>In other words, that there is a very “grey area” in what regards the extent required for the reasoning of the arbitral award.</p> <p>Notwithstanding that fact, most scholars have identified certain aspects that – in the lack of a most clear provision on this regard, and unless otherwise agreed by the parties or provided by the applicable arbitration regulations – should be included in the award in order to ground the decision rendered (as, for example, those detailed and explained in the section above).</p>
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	Please see comment above.
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	<p>As mentioned in our comments above, the provisions set forth by the Portuguese laws on arbitration regarding the contents and reasoning of an arbitral award are quite vague, and the inclusion of this information in the award is naturally dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>Notwithstanding the above, we must highlight that most scholars consider that, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, the arbitral tribunal is required to make references to the factual record.</p>
VIII.2	Is the arbitral tribunal required to address each of the parties’ main arguments on each issue?	YES	<p>As mentioned in our comments above, the provisions set forth by the Portuguese laws on arbitration regarding the contents and reasoning of an arbitral award are quite vague, and the inclusion of this information in the award is naturally dependent on what was agreed between the parties and/or with the provisions of arbitration regulations to which the parties have referred to.</p> <p>Notwithstanding the above, we must highlight that most scholars consider that, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, the arbitral tribunal required to, at least, briefly address each of the parties’ main arguments on each issue.</p>

VIII.3	Is it permitted for the award to be issued without reasons?	YES	Article 42 of the VAL sets forth that the award may be issued without reasons in case the parties have agreed that no reasons are to be given or if the award is rendered on the basis of an agreement between the parties. In any case, the award must always refer the reason why no reasons were given. Otherwise, its validity could be at stake (for violating the constitutional principle that foresees that all decisions should be reasoned).
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	YES	The arbitrators decide the dispute under the law, unless the parties agree that they shall decide <i>ex aequo et bono</i> or <i>as amiable compositeur</i> (Article 39 of the VAL).
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	YES	The <i>iura novit curia</i> principle applicable in Portugal, as it is in most civil law jurisdictions. As such, in domestic arbitrations applying Portuguese law this principle is typically followed.
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	See comment above.
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?	See comment in the right column	In case the parties have legitimate doubts about specific points of the law, it is a duty of the arbitrators to investigate on their own initiative to clarify those doubts and consider such inquiry at the moment of forming their criteria for the resolution of dispute. However, the arbitrators cannot go beyond the request or exceed the mission entrusted in the arbitration agreement as to the applicable law, under penalty of putting the award to be given at risk of possible cancellation for violating the principles of congruence and due process. It has become common practice even in domestic cases for tribunals to give the opportunity to the parties to comment on eventual legal issues not previously discussed by the parties.
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	Unless they are deemed as mere preliminary decisions, arbitration awards shall naturally contain the tribunal's final decisions regarding the subject on which they are deciding, and state the reasons upon which they are based, thereby containing the arbitral tribunal's ultimate findings regarding those subjects (unless the parties have agreed that no reasons are to be given or the award is rendered on the basis of an agreement between the parties, as per Article 42 of the VAL). It is common practice for an award to contain a final section with the tribunal's ultimate findings and decision.
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	The specific wording to be used can be freely chosen by the arbitral tribunal
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	See comment above.
IX.2	In the case of final awards, is it required for the award to include a "catch-all" dispositive (i.e. all other claims are dismissed)?	NO	Is it not required for the award to include a "catch-all" dispositive, although this is common practice, notably to avoid arguments that some issues were not decided on .
IX.3	Are arbitrators allowed to include in the award injunctive relief?	NO	<p>Injunctive relief cannot be included in the final award. However, before rendering the award, the arbitral tribunal has the power to grant interim, urgent and provisional measures in aid of arbitration (in the form of interim measures and preliminary orders), except when otherwise agreed by the parties (Article 29 (1) of the VAL).</p> <p>The types of measures that may be granted include ordering a party to:</p> <ul style="list-style-type: none"> a) maintain or restore the status quo pending determination of the dispute; b) take action that would prevent, or refrain from taking action that is likely to harm or impair the arbitral process itself;

			<p>c) provide a mean of preserving assets out of which a subsequent award may be satisfied; or</p> <p>d) preserve evidence that may be relevant and material to the resolution of the dispute.</p> <p>Unless otherwise agreed by the parties, a party may, without notice to any other party, apply for an interim measure together with a request for a preliminary order directing a party not to frustrate the purpose of the interim measure requested. These preliminary orders are not enforceable in State courts.</p>
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	YES	The VAL does not directly provide any limits concerning the types of remedies that are available in arbitration. Said limits shall be assessed in light of the law applicable to the merits of the case.
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	The VAL does not directly provide any limits concerning the types of remedies that are available in arbitration. Said limits shall be assessed in light of the law applicable to the merits of the case.
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	In order to be valid, the award should only respect the requirements described in our comment to question XVII.1.
IX.6.a	If your answer to question IX.6 is yes, please briefly indicate (in the comments column) which wording should be included.	NA	See comment above.
X. Dissenting and separate opinions		(Yes/No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	YES	The applicable rules on arbitration do not refer to dissenting opinions. However, in practice, this possibility is generally admitted and common, whether in <i>ad hoc</i> or institutional arbitrations.
X.1.a	If your answer to question X.1 is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	NO	It is not required for the dissenting or separate opinion to be delivered as an attachment to the award, although this is common practice.

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?	NO	It is not required for the dissenting or separate opinion to be delivered as a separate document to the award and it is not common practice to do so.
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	NO	Arbitrators are not required to address within their reasoning the dissenting opinion.
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	It is allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning.
X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	NO	It is not required for the award to record the issue in question and the dissenting opinion on that issue.
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	See comment above.
XI. Reservation of issues		(Yes/No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	YES	Unless otherwise agreed by the parties, the arbitrators may issue a single award or as many partial awards as they deem necessary (Article 42 of the VAL). Thus, in case it is deemed necessary, and provided that this possibility has not been excluded by the parties, it is allowed for the arbitral tribunal to reserve issues for later determination.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	NO	The VAL does not set forth any obligation on this regard. Notwithstanding that fact, and without prejudice to the validity of the award, in case a reservation is made, it is advisable to clearly designate such issues.
XII. Style and length		(Yes/No /NA)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	NO	Unless otherwise agreed by the parties or provided by the applicable arbitration regulations, the style to be used may be freely chosen by the arbitral tribunal.

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	See comment above
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	YES	There is nothing preventing the arbitral tribunal from indicating post-award interests. Ultimately this will depend on the law applicable to the merits.
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	The arbitral tribunal is not required to indicate the pre-award interests separately from the post-award interests. However, this would be an advisable practice and is in fact common practice.
XII.3	Are there any restrictions or requirements as to the length of the award?	NO	Unless otherwise agreed by the parties or provided by the applicable arbitration regulations, there are there no restrictions or requirements as to the length of the award. In any case the award shall include the contents described in section VII above.
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	See comment above.
XIII. Award of costs		(Yes/No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	YES	According to Article 42(5) of the VAL, unless otherwise agreed by the parties, the award must contain a decision on costs arising directly out of the proceedings, awarding the same to the parties. Moreover, the award may, if deemed fair and adequate by the tribunal, determine that one or some of the parties must compensate the other(s) for total or partial reasonable costs and expenses incurred.
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	See comment above.
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	YES	The VAL does not specifically set forth an obligation to consider the conduct of the parties when determining costs. However, it clearly provides that the time spent with the

			<p>arbitral proceedings shall be considered for said purpose. Naturally, the conduct of the parties plays a significant role in the time spent with the proceedings. Therefore, this factor should, at least to this extent, be considered.</p> <p>Also note that, in case of institutionalized arbitrations, most arbitration centers' regulations set forth that the behavior of the parties during the proceedings shall be taken into account when determining costs (see, for example, Article 48 of the "Rules of Arbitration 2014" of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry)</p> <p>Additionally, please note that, according to the VAL, if the arbitrators deem it fair and appropriate, they should decide in the award that one or some of the parties shall compensate the other party or parties for all or part of the reasonable costs and expenses that they can prove to have incurred due to their participation in the arbitration (Article 42 of the VAL).</p>
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	YES	The tribunal is allowed to consider the conduct of the parties to the extent mentioned above.
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	The tribunal is free to decide on the criteria on which it bases allocation of costs.
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	NO	Unless otherwise agreed by the parties, the arbitral tribunal is not required to consider whether a party has succeeded in whole or in part. However, if the arbitrators deem it fair and appropriate, they should decide in the award that one or some of the parties shall compensate the other party or parties for all or part of the reasonable costs and expenses that they can prove to have incurred due to their participation in the arbitration (Article

			42 of the VAL). The “loser pays” rule is frequently applied in arbitrations.
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	See comment above.
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?	NA	This obligation will naturally depend on what is set forth on this regard by each specific arbitration center. In most cases, these centers regulations provide that the costs should be fully record in the award.
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal’s costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	NA	See comment above.
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?	YES	Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, the award shall determine the proportions in which the parties shall bear the costs directly resulting from the arbitration (Article 42(5) of the VAL). Please note that the determination of these costs is, however, regularly made at an earlier stage, being that the arbitrators may fix the amount of their fees and expenses, and furthermore determine the payment by the parties of their advance payments, by means of one or various decisions separate from those in which procedural issues or the substance of the dispute are decided.
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal’s costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	NA	See comment above
XIII.7	Is it required for the award on costs to be reasoned?	YES	See our comment to question XIII.1 above.
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	See comment above.

XIII.8	Are the arbitrators required to use certain size/type of paper?	NO	Unless otherwise agreed by the parties, the arbitrators are not required to use certain size/type of paper
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	See comment above
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	NO	Unless otherwise agreed by the parties or provided by the applicable arbitration regulations, it is not prohibited for the arbitrators to use different sizes/types of paper to print the award. However, this practice is not advisable.
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 is substantive aspects?	NO	There is no provision in the applicable laws setting forth this obligation. Thus, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, it is required for the award to separate its formal from is substantive aspects However, it is customary (and an advisable and normal practice) to separate formal from substantive aspects.
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NA	See comment above.
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	See our comment to question XIV.1.
XIV.2	Is there a requirement to follow a specific structure of the award?	NO	The VAL does not set forth any specific rule on this regard. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, there is no requirement to follow a specific structure of the award.
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	Generally, the final award follows a similar structure to the following (which is the structure used within arbitrations submitted to an arbitral tribunal within the Arbitration Centre of the

			<p>Portuguese Chamber of Commerce and Industry):</p> <ul style="list-style-type: none"> a) Identification of the parties; b) Reference to the arbitration agreement; c) Identification of the arbitrators and form of their appointment; d) Reference to the subject-matter of the dispute; e) Grounds for the award; f) Value of the arbitration and apportionment of the arbitration costs among the parties, including, if applicable, ordering their payment; g) Indication of the place of arbitration and the place and date on which the award was rendered; h) Signature by at least the majority of the arbitrators, with an indication as to, if applicable, dissenting votes or explanation of votes, duly identified; i) Indication of the arbitrators who could not or were unwilling to sign, as well as, if applicable, the reason for the omission
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	NA	See comment above.
XIV.3	Is it required to address jurisdiction before substance?	NO	However, it is customary to address jurisdiction before substance.
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	YES	See comment above.
XIV.4	Is it required to discuss the merits of the claim before quantum?	NO	The VAL does not set forth any specific rule on this regard. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, it should not be required to discuss the merits of the claim before quantum.
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	It is customary (and an advisable practice) to discuss the merits of the claim before quantum.
XIV.5	When the resolution of specific issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an	NO	The VAL does not set forth any specific rule on this regard.

	indemnity clause prior to analyze the specific indemnity that is sought)?		
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	It is customary (and an advisable practice) 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?	NO	There is no provision in the applicable laws setting forth this obligation. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, and provided that the decision is duly grounded (and that the main exhibits on which the award was reasoned are mentioned), it should not be required to identify in the award all exhibits submitted during the proceeding.
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, there is not a specific format to do so.
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	YES	It customary to identify in the award, at least, the exhibits on which the award was reasoned.
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	It is naturally 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?	NO	There is no provision in the applicable laws setting forth this obligation. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, and provided that the decision is duly grounded (and that the main evidence on which the award was reasoned is mentioned), it should not be required to identify to identify in the award all evidence submitted during the proceeding.

XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, there is no specific format to do so.
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	YES	It is customary to identify in the award, at least, the evidence on which the award was reasoned.
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	It is naturally 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?	NO	There is no provision in the applicable laws setting forth this obligation. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, and provided that the decision is duly grounded, it should not be required to identify to identify in the award all evidence submitted during the proceeding.
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	Unless otherwise agreed by the parties or provided by the adopted arbitration regulations, there is no specific format to do so.
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	YES	It is customary to include reference to authorities cited during the proceeding whenever the same are relevant to the award.
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	It is 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 provision in the applicable laws setting forth this obligation. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, and provided that the decision is duly grounded, references to the parties' submissions should not need to contain pinpoint citations.
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	YES	It is customary for references to the parties' submissions to contain pinpoint citations.

XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	NO	There is no provision in the applicable laws setting forth this obligation. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, and provided that the decision is duly grounded, it is not required to make direct quotations of a witness' declaration on a particular issue.
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	It is allowed to summarize the essence of a witness' declaration on a particular issue.
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	YES	Many times, arbitral awards tend to summarize the essence of a witness' declaration on a particular issue.
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	YES	There is no provision in the applicable laws regarding this issue. Thus, unless otherwise agreed by the parties or provided by the adopted arbitration regulations, as long as such precedents are publicly available, and provided that they are relevant for the decision-making, it is permitted to cite them in the award. In any case, it is important to highlight that the arbitrators cannot go beyond the request or exceed the mission entrusted in the arbitration agreement as to the applicable law, under penalty of putting the award to be given at risk of possible cancellation for violating the principles of congruence and due process.
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	It is not customary to cite in the award such judicial precedents.
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	YES	It is naturally permitted to cite in the award judicial precedents that were cited by the parties.
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	NA	It depends on their importance for the decision at stake.
XV.8	Is it permitted to cite in the award legal authors and doctrine?	YES	It is permitted to cite in the award legal authors and doctrine.

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	It is customary to cite in the award such legal authors and doctrine.
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	It is permitted to cite legal authors and doctrine that were not cited by the parties
XVI. Use of annexes and diagrams		(Yes/No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	YES	There is no provision in the applicable laws forbidding the use of annexes to the award. Thus, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, annexes to the award shall be permitted.
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	NA	It depends on the type and characteristics of the case under analysis. In some arbitrations it happens but it is not 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	There is no provision in the applicable laws forbidding the inclusion of these tools in the award. Thus, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, it shall be deemed as permitted.
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	NA	It depends on the type and characteristics of the case under analysis. It is not however customary
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 provision in the applicable laws forbidding this practice. Thus, unless otherwise agreed by the parties or provided by the applicable arbitration regulations, this practice shall be permitted.
XVII. Miscellanea		(Yes/No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	YES	Besides the formal and substantive contents that the award must contain, which are detailed in Article 42 of the VAL (as explained above), in order to be valid, the award must have arisen from a procedure

		<p>which complied with the following fundamental principles:</p> <ul style="list-style-type: none"> • The respondent must have been summoned to present its defence; • The parties must have been treated with equality and given a reasonable opportunity of presenting their case • In all phases of the proceedings the principle of adversarial process must have been guaranteed. <p>In case any of these requirements has not been complied with, an arbitral award may be set aside by the competent state court by means of an application presented by any of the parties.</p> <p>For that to occur, the party making the application must furnish proof that:</p> <ul style="list-style-type: none"> • One of the parties to the arbitration agreement was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it; or • There has been a violation within the proceedings of some of the fundamental principles referred above; or • The award dealt with a dispute not contemplated by the arbitration agreement, or contains decisions beyond the scope of the latter; or • The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the VAL, and in any case, said inconformity had a decisive influence on the decision of the dispute; or • The arbitral tribunal has condemned in an amount in excess of what was claimed or on a different claim from that that was presented, or has dealt with issues that it should not have dealt with, or has failed to decide issues that it should have decided; or • The award was made in violation of the requirements set out in Article 42 of the VAL; or
--	--	---

			<ul style="list-style-type: none"> • viiThe award was notified to the parties after the maximum time-limit set in accordance with Article 43 of the VAL (as detailed above) had lapsed. <p>Additionally, an arbitral award may also be set aside by the competent state court by means of an application presented by any of the parties if the court finds, on its own motion, that:</p> <ul style="list-style-type: none"> • The subject-matter of the dispute cannot be decided by arbitration under Portuguese law; or • The content of the award is in conflict with the principles of international public policy of the State of Portugal.
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	See comment in the right column	See comment above.