

IBA ARBITRATION COMMITTEE

Sub Committee on recognition and enforcement of arbitral awards

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

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Canada – Common Law (based on British Columbia) ²			
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	Section 6(1)(b)(iii) of the <i>International Commercial Arbitration Act</i> , RSBC 1996, c.233 (the “ICAA”).
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	No	Section 31 of ICAA sets out the requirements for the content of an award. It does not include that the agreement to arbitrate be transcribed into the award.

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² Canada is a federation of ten provinces and three territories, each with its own legislative framework for domestic and international arbitration. Canada also has a federal *Commercial Arbitration Act*, RSC 1985 c. 17 which only applies to arbitration where one party is Her Majesty in right of Canada (i.e. the federal government), a federal departmental corporation or a Crown corporation or in relation to maritime or admiralty matters. Nine provinces (British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, PEI, and Newfoundland) are based on the common law tradition and have a legislative framework that distinguishes between international arbitration (which is based on the UNCITRAL Model Law) and domestic arbitration (which is not considered in this Questionnaire). The tenth province, Quebec, is a civil law jurisdiction and applies an adaptation of the Model Law to both domestic and international arbitrations. In order to avoid repetition, the answers provided below in this Questionnaire are based on the laws of British Columbia, including the British Columbia *International Commercial Arbitration Act*, RSBC 1996 c. 233 which incorporates the UNCITRAL Model Law for international arbitrations. The references to legislative provisions in the Questionnaire have concordance in the other common law provinces’ international commercial arbitration acts, the federal statute and the provisions of the Quebec Code of Civil Procedure implementing the Model Law.

I.2.b	Does the agreement to arbitrate must be attached to the award?	No	
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	N/A	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	No	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	The ICAA distinguishes between preliminary orders and awards. As per section 17.03(6) of ICAA, preliminary orders are permitted and are binding on the parties, but are not subject to enforcement by a court. They are not considered arbitral awards. A partial award that finally determines any matter in dispute is permitted by section 31(6) of the ICAA.
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	N/A	
I.4	Does the award must comply with certain minimal formal requirements?	Yes	Section 31 of ICAA sets out the formal requirements for an award.
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	No	
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	Section 31(1) of ICAA.
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	Section 31(3) of ICAA requires reasons to be provided subject to subsection (a) the parties have agreed that no reasons are to be given and (b) the award is an arbitral award

			on agreed terms under section 30 (settlement).
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	Section 31(4) of ICAA
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	Section 31(4) of ICAA
I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	No	Section 31 (4) of ICAA requires that the award state its date. There is no formal requirement that the date be when the last of the arbitrators signed 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?	No	
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	No	
I.5	Are partial awards permitted?	Yes	Section 31(6) of ICAA.
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?	Yes	Section 31(6) of ICAA states that an arbitral tribunal may, at any time during the proceedings, make a partial arbitral award that finally determines any matter with respect to which it may make a final arbitral award.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	Section 33 of ICAA. Corrections to and interpretations of arbitral awards are permitted under section 33(1). Additional arbitration awards as to claims presented in the arbitral proceedings but omitted from the arbitral

			award are permitted under section 33(4).
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	Yes	A party may seek rectification or interpretation of an award under section 33(1) of ICAA within 30 days after receipt of the arbitral award, unless another period of time has been agreed on by the parties. If the arbitral tribunal considers the request to be justified, it has 30 days from receipt of the request to make the correction or interpretation under section 33(2) of the ICCA. The tribunal may also make corrections on its own initiative within 30 days of the award. Additional awards must also be sought within 30 days and, under section 33(5) of the ICAA, issued within 60 days.
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 / No	There is nothing to indicate that rectification or interpretation of the original award under section 33(1) constitutes a new award. However, an additional award under section 33(5) appears to be a separate 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?	Yes	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?	Yes	Section 33(1)(a) of ICAA states a party may request the arbitral tribunal to correct in the arbitral award any computation, clerical or typographical errors or any

			other errors of a similar nature.
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?	Yes	Section 33(1)(b) of ICAA states that a party may, if agreed to by the parties, request the arbitral tribunal to give an interpretation of a specific point or part of the arbitral award..
I.7	Are interim or preliminary awards permitted?	No	As per section 17.03(6) of ICAA, preliminary orders are permitted and are binding on the parties, but are not subject to enforcement by a court, and are not considered arbitral awards.
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	N/A	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	N/A	
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?	N/A	
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?	N/A	
I.8	Are awards by consent accepted?	Yes	Section 30(2) of ICAA allows for awards by settlement.
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	There is no additional requirement beyond the formal requirements for any award in section 31 of the ICAA
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	N/A	Section 30(2) of ICAA stipulates that if the parties settle the dispute, the tribunal must terminate the

			proceedings and, if requested by the parties and not object to the arbitral tribunal, record the settlement in the form of the arbitral award on agreed terms.
I.9	Are default awards accepted?	No	Section 25(2) of ICAA requires the tribunal to continue the proceedings without treating the failure of the respondent to appear as an admission of the claimant's allegations.
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?	N/A	
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	Section 25(3) of ICA states that if without showing sufficient evidence, a party fails to appear at an oral hearing or present documentary evidence, and the arbitral tribunal may continue the proceedings and make an arbitral award on the evidence before it.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	Section 25(3) of ICAA allows the award to be rendered without special notification requirements.
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?	N/A	
I.10	Is there a time limit requirement to render the award?	No	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	N/A	

I.11	Are arbitrators required to meet certain qualifications?	No	Section 11 of the ICAA provides that a person of any nationality may be an arbitrator and only requires qualifications of arbitrators to be considered if they are required by the arbitration agreement. However, any arbitrator must be independent and impartial.
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.	N/A	
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes	Per section 22(3) of ICAA, unless otherwise specified, the agreement about language applies to any written statement by a party, any hearing and any arbitral award, decision or other communication by the arbitral tribunal.
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?	N/A	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	N/A	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	N/A	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	N/A	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	N/A	

II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	No	Section 22(1) of ICAA provides that the parties are free to agree on the language or languages to be used in the arbitral proceedings. Failing agreement, the tribunal must determine the language. No special circumstances must be taken into account.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	N/A	
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	N/A	
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	N/A	
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	N/A	
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	Yes	Per section 22(3) of ICAA, unless otherwise specified, the agreement about language applies to any arbitral award, decision or other communication by the arbitral tribunal. This does not appear to exclude the use of quotes in another language.

II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	N/A	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	N/A	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	N/A	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	N/A	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	N/A	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	N/A	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text (<i>ie.</i> sworn translator)?	Yes	The original award does not have to be duly translated. However, a party seeking to have an award recognized and/or enforced must supply a duly certified translation of the award in an official language of Canada, per section 35(3) of ICAA if the award is not made in an official language of Canada..
III. Signature, date and place			
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	No.	
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.	
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	N/A	

III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	Yes.	Section 31 (2) of ICA.
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	Section 31(2) of ICA.
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.	Section 31(2) of ICA.
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No.	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No.	
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No.	
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No.	As per section 31 (2) of ICAA, in proceedings with more than one arbitrator, the signatures of the majority of all of the members is sufficient.
III.5	Is initialing of all the pages of the award required?	No	
III.5.a	If your answer to question <u>III.5</u> is yes, is initialing required from all of the members of the arbitral tribunal?	N/A	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	N/A	
III.5.c	If your answer to question <u>III.5</u> is no, is initialing of all the pages permitted?	Yes	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialing of all the pages required by the dissenting arbitrator?	No.	

III.6.a	If your answer to question <u>III.6</u> is no, is initialing of the award by the dissenting arbitrator permitted?	Yes	
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No.	
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes.	
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)?	N/A	
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?	Yes.	
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?	N/A	
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	No.	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	N/A	
III.9	Is it required for the arbitral award to bear the date?	Yes.	Section 31(4) of the ICAA.
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 date upon which the arbitrators sign is not required. Only the date of the award is required.
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?	N/A	
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	No.	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	Yes.	

III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	N/A	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	N/A	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	Yes	
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)?		<p>A combination of numbers and words is preferable.</p> <p>Month, Day (Numerical), Year (Numerical); or YYYY/MM/DD.</p> <p>This is not a point of law, but rather a convention used by both Federal and Provincial levels of Government in Canada.</p>
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	N/A	
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	Yes	
III.11	Are the arbitrators free to choose the date in which their award will become effective?	Yes.	
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	N/A	
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.	N/A	

III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	Section 31(4) of the ICAA.
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	N/A	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	N/A	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	N/A	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No.	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	
IV. Notification of the award		(Yes/No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	Yes.	A signed copy of the award must be delivered to the parties under Section 31(5) ICA
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No.	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	No.	

IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No.	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes.	Section 31(5) of the ICAA.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	No.	
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	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	No.	
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes.	.
IV.5	Is it required to provide each of the parties with an original version of the award?	No.	Section 31(5) of the ICAA provides that a signed copy must be delivered to each party.
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	N/A.	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	N/A	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	No.	Not for the purposes of making a valid award. However, if a party wishes to have an award recognized and enforced, it must provide an authenticated original award or a duly certified copy of it under Section 35 (2) (a) and (b) of ICA.
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No.	

IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No.	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	No.	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No.	
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	N/A	
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?	N/A	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No.	
IV.8	Is it required for the notification of the award to be made by international courier?	No.	The award must be delivered, but the means of delivery is not stated.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	N/A	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	N/A	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes.	
IV.9	Is it required for the notification of the award to be made by public postal services?	No.	
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	

IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes.	
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.	
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.	
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	No.	
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	N/A	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	
IV.12	Is there any time limit established for notification purposes?	No.	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	N/A	
IV. 12	Are there any additional specific local requirements for the notification of the award?	No.	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	N/A	
V. Confidentiality		(Yes/ No /NA)	Additional comments, if any.

V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	No	There is no provision precluding the tribunal from sharing a draft award with the parties. However, the principle of confidentiality of arbitral deliberations should be respected.
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	Yes	There is a general confidentiality provision at section 36.01 of the ICAA
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	The principle of confidentiality of deliberations is part of Canadian law.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	N/A	
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	Yes	Per section 36.01(2) of the ICAA confidentiality of the award is an obligation that must be preserved unless otherwise agreed by the parties or exceptions to disclosure apply.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	Yes	The parties and tribunal must not disclose the arbitral award unless it is required by law, required to protect a legal right or authorized by a competent court. See Section 36.01 of the ICAA
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	N/A	
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	No	

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?	N/A	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	
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.	N/A	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	
VI. Secretary of the Arbitral Tribunal		(Yes/ No /NA)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	Yes	The ICAA is silent on the assistance of a secretary. Under principles of administrative law, a secretary may assist the tribunal but should not make substantive decisions..
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	The ICAA is silent on the roles of secretaries, but principles of natural justice may require that only the arbitrators appointed by the parties make decisions..
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)?	N/A	
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.	N/A	

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.	N/A	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	
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?	N/A	
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?	N/A	
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?	N/A	
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	
VII. Content of the award		(Yes/No/N/A)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	Yes	Per 31(3) of the ICAA, the arbitral award must state the reasons on which it is based unless a) the parties have agreed that no reasons are to be given or b) the award is agreed on terms under Section 30 (settlement).
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	No	
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	N/A	
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?	N/A	

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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	N/A	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	

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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	N/A	
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	N/A	
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?	N/A	
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?	N/A	
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)?	N/A	
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?	N/A	

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?	N/A	Section 31(3) of ICAA states that the arbitral award must state the reasons on which it is based. The ICA does not indicate that the award must discuss procedural history.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	No	
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?	N/A	
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?	N/A	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	N/A	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	N/A	

VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	Although this is not a formal requirement, a reasoned award should refer to the basis for the tribunal's jurisdiction.
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?	N/A	
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?	N/A	16(5) of ICA states that the arbitral tribunal may rule on a plea referred to in subsection (2) either as a preliminary question or an award on the merits. The Act does not indicate that the reasoning be included in the final award if it has been addressed as a preliminary question. However, if jurisdiction is not addressed as a preliminary question, the requirements for a reasoned award extend to jurisdictional objections..
VII.6	Is it required for the award to recite the parties' request for relief?	No	Section 31 of the ICAA.
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?	N/A	
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	No	Section 31(3) of the ICAA.
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?	N/A	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	No	Section 31 of the ICAA does not contain such a

			requirement, but the award must be reasoned..
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	N/A	
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?	N/A	
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	No	Section 31 of the ICAA does not contain such a requirement, but the award must be reasoned..
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	N/A	
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?	N/A	
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?	N/A	
VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	Section 31 of the ICAA does not contain such a requirement, but the award must be reasoned.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	No	Section 31(3) of the ICAA does not contain such a requirement, but the award must be reasoned.
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	Section 31 of the ICAA does not contain such a requirement, but the award must be reasoned.
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	No	Section 31 of the ICAA does not contain such a requirement, but the award must be reasoned. If the substantive governing law is

			in dispute, it must be determined by the tribunal.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	.
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	N/A	
VIII. Reasoning and findings		(Yes/ No /NA)	Additional comments, if any.
VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	Yes	Per 31(3) of ICA, the arbitral award must state the reasons on which it is based unless a) the parties agreed that no reasons are to be given, or b) the award is an arbitral award on agreed terms under section 30 (settlement).
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	Per section 31(3) of the ICAA Also, see <i>lululemon athletica canada inc. v. Industrial Color Productions Inc .Eyeglasses</i> 2021 BCSC 15 at paras 43-45.
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	N/A	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	No	

VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	Per section 31(3) of the ICAA. Also see, <i>lululemon athletica canada inc. v. Industrial Color Productions Inc Eyeglasses</i> 2021 BCSC 15 at paras 43-45.
VIII.3	Is it permitted for the award to be issued without reasons?	Yes / No	Per 31(3) of the ICAA, the arbitral award must state the reasons on which it is based unless a) the parties agreed that no reasons are to be given, or b) the award is an arbitral award on agreed terms under section 30 (settlement).
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	No / Yes	This is only permitted where the parties have expressly authorized the arbitral tribunal to do so, per section 28(1)(4) of ICA.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	Yes	
VIII.5.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?	N/A	An international arbitral tribunal is not bound by rules of evidence requiring proof of foreign law.
IX. Operative part (<i>dispositif</i>)		(Yes/ No /NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	Yes	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	

IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	N/A	
IX.2	In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?	No	
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	Although no such specific language exists, supporting or opposing such awards, final injunctive relief may be awarded. <i>See State Farm Mutual Automobile Insurance Co. v. Ontario (Minister of Finance)</i> , 2001 OSC 953 at paras 37 – 39. ³
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	See above.. <i>See State Farm Mutual Automobile Insurance Co. v. Ontario (Minister of Finance)</i> , 2001 OSC 953 at paras 37 – 39.
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 / No	The ICAA does not address the types of equitable relief that arbitrators may grant. Arbitral awards may grant any <i>in personam</i> remedy but not order <i>in rem</i> remedies against anyone who is not a party to the arbitration. .
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	N/A	
X.	Dissenting and separate opinions	(Yes/ No /NA)	Additional comments, if any.

³ This decision is from Ontario, another Canadian common law province and Model Law jurisdiction. While not binding, judicial decisions from common law provinces’ courts have persuasive value on courts in other common law provinces.

X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	
X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No.	
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.	
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes.	
X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	No	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	N/A	
XI. Reservation of issues		(Yes/ No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	Yes	
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	No.	
XII. Style and length		(Yes/ No /NA)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	No	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	N/A	

XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	Section 31(7) of the ICAA.
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	Section 31(7) of the ICAA.
XII.3	Are there any restrictions or requirements as to the length of the award?	No	Section 31 of the ICAA.
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	N/A	
XIII. Award of costs		(Yes/ No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	No	Provided that the award is reasoned.
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	Per section 31(8) of the ICAA, unless otherwise agreed by the parties, the costs of an arbitration are in the discretion of the arbitral tribunal.
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	Section 31(8) of the ICAA.
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	Per section 31(8) of the ICAA, unless otherwise agreed by the parties, the costs of an arbitration are in the discretion of the arbitral tribunal.
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	Section 31(8) of the ICAA.
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	Per section 31(8) of the ICAA, unless otherwise agreed by the parties, the costs of an arbitration are in

			the discretion of the arbitral tribunal.
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	Section 31(8) of the ICAA.
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	Per section 31(8) of the ICAA, unless otherwise agreed by the parties, the costs of an arbitration are in the discretion of the arbitral tribunal which may, in awarding costs (a) include as costs, (iii) any administration fees of an institution.
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	No	Section 31(8) of the ICAA.
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	Per section 31(8) of the ICAA, unless otherwise agreed by the parties, the costs of an arbitration are in the discretion of the arbitral tribunal which may, in awarding costs (a) include as costs, (iii) any administration fees of an institution.
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	No	Section 31(8) of the ICAA.
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	
XIII.7	Is it required for the award on costs to be reasoned?	No	Section 31(8) of the ICAA provides the tribunal with discretion, but the award must be reasoned.

XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	Yes	Per section 31(8) of the ICAA, unless otherwise agreed by the parties, the costs of an arbitration are in the discretion of the arbitral tribunal.
XIII.8	Are the arbitrators required to use certain size/type of paper?	No	Section 31 of the ICAA.
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	N/A	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	No	Section 31 of the ICAA.
XIV. Structure of the Award		(Yes/ No /NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	No	Section 31 of the ICAA.
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	N/A	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	N/A	
XIV.2	Is there a requirement to follow a specific structure of the award?	No	Section 31 of the ICAA.
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)?	No	
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.	N/A	
XIV.3	Is it required to address jurisdiction before substance?	No	Section 31 of the ICAA.
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	N/A	

XIV.4	Is it required to discuss the merits of the claim before quantum?	No	Section 31 of the ICA.
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
XIV.5	When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	No	
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	No	
XV.	References to exhibits, authorities and witnesses declarations	(Yes/ No /NA)	Additional comments, if any.
XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	No.	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	N/A	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	No.	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	N/A	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	

XV.3	Is it required to identify in the award all authorities cited during the proceeding?	No.	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	N/A	
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?	N/A	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?		
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	No	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	No	
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	yes	
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	N/A	
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	

XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	N/A	
XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	.
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	Yes	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	Yes	
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	
XVII. Miscellaneous		(Yes/ No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	No	
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	N/A	