

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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Dominican Republic			
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?	Y	
I.2	Is it required for the award to result from an agreement to arbitrate?	Y	
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?	N	
I.2.b	Does the agreement to arbitrate have to be attached to the award?	N	
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?	N/A	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	N	
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 have to comply with certain minimal formal requirements?	Y	
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?	Y	
I.4.B	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	N/A	
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?	N/A	
I.5	Are partial awards permitted?	Y	
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?		Every time that either a substantial or procedural aspect needs to be solved in order to advance the proceeding, but does not address all the controversy matters.
I.6	Are rectificative or interpretative additional awards permitted?	Y	
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?	Y	

I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		10 days after hearing the parties in order to make amendments and 20 days after hearing the parties in order to issue an additional award, according to article 38.2 of Arbitration Law No. 489-08. (Note: institutional arbitration rulings could establish other terms).
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?	Y	
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	N/A	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		Calculation mistakes, typographic mistakes or similar.
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?		To clarify any aspect of the award.
I.7	Are interim or preliminary awards permitted?	Y	
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?	Y	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Y	
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?	Y	
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	
I.8	Are awards by consent accepted?	Y	

I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	N	
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.		
I.9	Are default awards accepted?	Y	
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	
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?	Y	
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?	N/A	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	N	
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?	Y	
I.10	Is there a time limit requirement to render the award?	N	No, pursuant to the Arbitration Law No. 489-08. However, if the arbitration is institutional, rulings do establish time limits to render the award (30 days).
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.		As said above (I.10), in most institutional rulings the term is thirty (30) days that may be extended.
I.11	Are arbitrators required to meet certain qualifications?	Y	They should be at all times independent from the parties and impartial. Parties could establish additional qualifications.

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 above I.11.
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	N	
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?	N/A	
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?	Y	
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	
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	
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	
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	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	Y	
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	There is no provision on the Arbitration Law about this issue.
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	See above II.2.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	Not mandatory. However, lacking an agreement on the subject, the arbitrators shall consider the circumstances

			of the case. Nationality of the parties is one of them.
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?	Y	There is not a legal mandate. However, lacking an agreement of the subject, the arbitrators shall consider the circumstances of the case.
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?	Y	See above II.2.d.
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	It may be a circumstance but is not determinant.
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)?	Y	Article of Arbitration Law No. 489-08 provides that the arbitration could have more than one 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)?	N/A	

III. Signature, date and place			
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	N	
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?	Y	Article 36.3 of Arbitration Law No. 489-08 establishes that signatures could be electronic provided they rely in a credible support that could be consulted.
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	
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)?	Y	
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?	Y	
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?	N	
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?	N/A	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	N	
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	Y	
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?	N/A	
III.5	Is initialling of all the pages of the award required?	N	

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?	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 initialling of all the pages permitted?	Y	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	N	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Y	
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	N	
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?	Y	
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?	N/A	
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	No, providing that the signatures of all arbitrators are in a reliable support that could be later consulted.
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	N	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.		
III.9	Is it required for the arbitral award to bear the date?	Y	

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?	N	
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?	Y	
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?	N/A	
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)?	N/A	
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?	Y	
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)?	N	
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)?	N/A	
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?	Y	
III.11	Are the arbitrators free to choose the date in which their award will become effective?	N	The negative answer is inferred from the fact that arbitrators functions cease with the award (Article 37 of Arbitration Law No. 489-08). Also, the term to claim the nullity of the award

			begins at the dictation of the award.
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?	Y	
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.		Date of effectiveness is considered to be the date of dictation of the award.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Y	
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?	N	
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?	Y	
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.)?	Y	Arbitral institutions require in their ruling a mandatory review of the award by the Secretariat/Board.
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?	Y	If the parties have not agreed to a notification method,

			Article 36.6 of Arbitration Law No. 489-08, establishes that the Arbitrators shall deliver to each party a signed award within the five (5) days following its dictation. Institutional awards should abide by their respective rulings.
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?	N	
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?	N	
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?	N	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Y	
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	N	Not necessarily.
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?	Y	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	N	
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?	N	It is normally done by the institution.
IV.5	Is it required to provide each of the parties with an original version of the award?	Y	
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)?	Y	

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?	Y	
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	N	
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?	Y	
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?	Y	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	N	
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?	N	
IV.8	Is it required for the notification of the award to be made by international courier?	N	
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?	Y	
IV.9	Is it required for the notification of the award to be made by public postal services?	N	
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?	Y	However, for an award to be notified locally it is customary to do it by bailiff act.
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?	N	
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?	Y	
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?	N	
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?	N	
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?	N	
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)?	N	Law is silent on the issue. It is not customary.
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?	Y	
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)?	Y	
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?	N	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	N/A	
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?	N	
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?	N	
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?	N	
VI. Secretary of the Arbitral Tribunal		(Yes/No/N/A)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	Y	Law and rulings are silent on the subject. Provided that what is not forbidden is to be considered legally allowed, there are no restrictions.
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?	N	
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)?	Y	
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.		It could not be involved in decision making of any kind.
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	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	N	

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?	N	
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?	Y	
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Y	
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?	Y	
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	
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?	Y	
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?	Y	
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?	Y	

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?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
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	The law is silent on this issue. It is recommendable.
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?	Y	At least the names, nationality, identification documents.

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	
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	
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?	Y	The law is silent on the issue. Institutional rulings are more specific. It is customary in order to verify that the reasoning is adequate. It is also tied to due process.
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?	Y	See above VII.2.t.
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?	Y	See above VII.2.t.
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	
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	
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	
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	
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	
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?	Y	
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N	There is not a specific legal mandate. But because the award may be subject to

			judicial scrutiny, it is recommendable.
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	
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	
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?	Y	
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?	Y	
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	However, highly recommendable for the same reasons above (VII.2.t).
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	N	
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?	Y	

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?	Y	
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?	Y	
VII.6	Is it required for the award to recite the parties' request for relief?	Y	
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?	Y	
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	Y	
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?	Y	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	Y	
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?	Y	
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?	Y	
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?	Y	
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	
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?	Y	

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	
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?	Y	
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?	Y	
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?	Y	
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?	Y	
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	N	
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?	N	
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?	Y	
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	N	

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.		The reasoning shall be sufficient, understandable, verifiable, and relevant to the solution of the disputed matters.
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?	Y	
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	Y	
VIII.3	Is it permitted for the award to be issued without reasons?	Y	With the exception of consent awards and parties deciding otherwise. In principle because there may be constitutional constraints linked to due process.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Y	
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Y	
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> ?	Y	
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?		It shall comply with equal treatment and both parties shall have the same opportunity to express their respective position.
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?	Y	

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)?	N	
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)?	N	
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Y	
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Y	Upon local law, depending if the circumstances of the case allow it.
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	Y	
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?	N	
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.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Y	
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?	N	
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?	Y	

X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	N	
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?	Y	
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?	N	
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?	Y	
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	Y	
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?	N	
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?	Y	
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?	N	
XII.3	Are there any restrictions or requirements as to the length of the award?	N	

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?	Y	
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?	N/A	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	N	It may but it is not required.
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?	Y	
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	N	
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?	N	
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	Y	
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?	N/A	
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?	N	
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?	Y	

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?	N	
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?	Y	
XIII.7	Is it required for the award on costs to be reasoned?	Y	
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?	N/A	
XIII.8	Are the arbitrators required to use certain size/type of paper?	N	
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?	N	
XIV. Structure of the Award		(Yes/No/N/A)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	Y	It is not an express mandate. However it is customary.
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)?	Y	
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.		Facts, chronology of events and any other formal and procedural issue, come first.
XIV.2	Is there a requirement to follow a specific structure of the award?	N	
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)?	Y	

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.		Competence is established by citing the arbitration clause. Secondly, a summary of the relevant facts and chronology of events Third, procedural matters that need to be solved earlier. Finally, substantial matters, costs allocation and the <i>dispositif</i> .
XIV.3	Is it required to address jurisdiction before substance?	N	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Y	
XIV.4	Is it required to discuss the merits of the claim before quantum?	N	
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?	Y	
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)?	N	
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?	Y	
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?	N	
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?	Y	

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?	Y	
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	N	
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?	Y	
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?	Y	
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	N	
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?	Y	
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?	Y	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	N	
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)?	Y	
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	N	
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?	Y	
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?	Y	

XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Y	
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?	Y	
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Y	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Y	
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Y	
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?	Y	
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?	Y	
XVI. Use of annexes and diagrams		(Yes/No/NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Y	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	N	
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)?	Y	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	N	
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?	Y	

XVII. Miscellaneous		(Yes/ No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	Y	
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	Ad-hoc arbitrations awards shall be judicially homologated.