

IBA ARBITRATION COMMITTEE

Sub Committee on recognition and enforcement of arbitral awards

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

Nuna Lerner, Partner, Gornitzky & Co.
Shai Sharvit, Partner, Gornitzky & Co.
Or Nir, Associate, Gornitzky & Co.

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Israel			
I. General questions		(Yes/No/NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	No	However, the Israeli Ministry of Justice is sponsoring a new bill dedicated to international commercial arbitration based on the UNCITRAL Model Law. The new legislation is meant and expected to coexist with the Arbitration Law, 5728-1968 (“ Arbitration Law ”) which currently governs both domestic and international arbitration under Israeli law, and which will, in turn, also undergo applicable amendments to coexist with the new international arbitration legislation.
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 have to be transcribed into the award?	No	
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No	However, it is common practice to quote the wording of the arbitration agreement/clause in the arbitration award, as it serves as the basis of the tribunal’s jurisdiction. Moreover, for enforcement purposes, Article 3(a) of the Regulations Implementing the New York Convention (Foreign Arbitration), 1978 (“ Regulations ”) provides that a party requesting the court to approve a foreign arbitration award shall attach to its motion the original

			agreement to arbitrate, or a copy thereof fully certified in accordance with Israeli law.
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	No	
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	NA	
I.4	Does the award must comply with certain minimal formal requirements?	Yes	<p>According to Article 20 of the Arbitration Law, the award shall be in <u>writing</u> and shall be <u>signed by the arbitrator</u>, and shall <u>indicate the date of his or her signature</u>.</p> <p>When an arbitration award is rendered by a tribunal, the signatures of the majority of the arbitrators will suffice, as long as the award clearly states that the minority arbitrator/s were unable or unwilling to sign the award.</p>
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	No	See 1.2.b
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	Yes	<p>According to Article 2 of the Arbitration Law and the 1st Addendum therein (“Add. 1”), the award shall be reasoned.</p> <p>Add. 1 includes a list of 21 procedural rules which unless excluded by the parties apply to all arbitrations governed by the Arbitration Law.</p> <p>In addition, according to the Arbitration Law, if the parties agree that the award shall be appealable before a court of law or another arbitrator then too the award should be reasoned.</p>

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?	No	
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	And according to caselaw the date of the award is the date it was signed.
I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	No	
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	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	
I.5.a	According to		<p>Pursuant to Article 1 of the Arbitration Law the definition of an arbitration award includes partial awards.</p> <p>In addition, according to Add. 1 the arbitrator may also grant a declaratory judgment, a mandatory or prohibitory injunction, an order for specific performance, and any other relief a Court is regularly competent to grant.</p>
I.6	Are rectificative or interpretative additional awards permitted?	Yes	<p>According to Article 22(a) of the Arbitration Law, the arbitrator may— on the application of a party and after giving a suitable opportunity for the other party to comment — rectify or complete the arbitration award if it is defective in one of the following ways: “(1) It contains a clerical error, an omission, an error in the description of any person or property, or any date, number, calculation or the like; (2) It is defective on a matter not relevant to the substance of the dispute; (3) It contains no provision on the payment of interest; (4) It contains no provision on the expenses of the parties, including advocates' fees.”</p> <p>According to Article 22(d) of the Arbitration Law, a competent court may also rectify the defects in Articles</p>

			22(a)(1) and 22(a)(2) when considering a motion to set aside or to enforce an arbitral award.
I.6.a	According to		<p>Pursuant to Article 22(b) of the Arbitration Law an application to amend the defects in 22(a)(3) and 22(a)(4) needs to be made within 30 days from the day on which the award was issued or within 30 days from the day on which a copy of the award was delivered.</p> <p>According to Article 22(c) the arbitrator needs to decide upon an application according to Article 22(a) within 30 days from the day on which notice thereof is given to the other parties.</p> <p>However, it is well established that the actual rectification or completion of the arbitration award from the defects in Article 22(a)(1) and 22(a)(2) are not limited to a specific deadline.</p>
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		see I.6.a
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	Yes	
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	NA	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		see I.6
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?		see I.6
I.7	Are interim or preliminary awards permitted?	Yes	
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	Yes	

I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Yes	
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	Yes	
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?	Yes	
I.8	Are awards by consent accepted?	Yes	
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	
I.9	Are default awards accepted?	Yes	<p>Article 15(a) of the Arbitration Law provides that if a duly summoned party does not appear to a hearing then the arbitrator may proceed with the hearing in that party's absence.</p> <p>However, Article 15(b) of the Arbitration Law provides that such ruling can be dismissed and the award re-examined by the arbitrator, in the case that the absent party can show that the absence was justified.</p>
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	Yes	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	NA	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	According to Add. 1 any document related to the arbitration should be sent by registered post, with a certificate of delivery.

I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	Yes	
I.10	Is there a time limit requirement to render the award?	Yes	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		According to Add. 1 , the arbitrator shall issue the award within three months from the date they have begun to examine the dispute, or was required to begin such examination by written notice from a party, whichever date is earlier. Nonetheless, the arbitrator may extend that period by up to three additional months
I.11	Are arbitrators required to meet certain qualifications?	No	There are no clear qualification requirements under Israeli law for the nomination of arbitrators; however, an award may be vacated based on partiality or corruption on the part of the tribunal, and pursuant to Article 11 of the Arbitration Law , a competent court may remove an arbitrator if (1) they are unworthy of the parties' confidence; (2) their conduct during the arbitration results in a delay of justice; or (3) they are otherwise unable to perform this duty.
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.	NA	
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	No	The Arbitration Law does not impose any such requirement. However, according to Article 3(b) of the Regulations , when enforcing a foreign arbitration award in Israel a certified translated copy of the award and the agreement to arbitrate need to be filed with the motion if the award is not in one of Hebrew, Arabic, English or French.
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?	NA	

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?	Yes	
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?	No	
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?	No	
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?	No	
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?	No	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	No	
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	

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?	NA	
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	
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	NA	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text (<i>ie.</i> sworn translator)?	NA	
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?	NA	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	
III.2	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	
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	No	See I.4.
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	
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	According to Add. 1 , the dissenting arbitrator is permitted to explain their dissenting opinion.
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	See I.4.
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	See I.4.
III.5	Is initialling of all the pages of the award required?	No	

III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	NA	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	No	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	
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)?	Yes	
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	
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.	NA	
III.9	Is it required for the arbitral award to bear the date?	Yes	See I.4.
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?	Yes	
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	No	
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	NA	
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	

III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	NA	
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	NA	
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?	NA	
III.11. b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NA	
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	No	
III.12. a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	No	
III.12. b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	No	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	
III.13. a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	
III.13. b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g.,	NA	

	one stamp every X pages, stamp on the junction of the pages etc.)?)		
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	
III.14. a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?)	NA	
IV. Notification of the award		(Yes/No/NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	No	There are no specific rules regarding notification of the award, other than that it should be sent by registered post.
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?	NA	
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?	NA	
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?	NA	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	
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?	NA	This varies by the rules of each institution

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?	NA	
IV.5	Is it required to provide each of the parties with an original version of the award?	No	
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	NA	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	No	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	NA	
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No	
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?	NA	
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?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	

IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	
IV.8	Is it required for the notification of the award to be made by international courier?	No	
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	
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?	NA	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	
IV.10	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> ?	NA	
IV.11. b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	
IV.12	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.	NA	
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?	NA	
V. Confidentiality		(Yes/No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	Yes	There is an implied obligation of confidentiality on the parties and the tribunal, which extends, <i>inter alia</i> , to the award itself however, such implied obligation shall not apply in the enforcement or setting aside proceedings and other related court proceedings.
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	NA	

V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	No	
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?	Yes	There is an implied obligation of confidentiality to the deliberation process.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	No	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	NA	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	NA	
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?	NA	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.5	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?	NA	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	

V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	However it is common practice to do so.
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	
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	
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	Yes	
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	NA	There is no common practice on this point.
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	No	Only that they may not be part of the decision making process.
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?	NA	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	NA	

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 /NA)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	Yes	
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	The date of the award.
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	No	Inclusion of this information is common practice.
VII.2. b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	No	Inclusion of this information is common practice.
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	No	Inclusion of this information is common practice.
VII.2. d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	No	
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	No	
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	No	Inclusion of this information is common practice.
VII.2. g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	No	Inclusion of this information is common practice.

VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	No	
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?	No	Inclusion of this information is common practice.
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	No	
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	No	
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	No	
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	No	
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	No	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	No	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	No	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	No	Inclusion of this information is common practice.

VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	No	Inclusion of this information is common practice.
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?	No	Inclusion of this information is common practice.
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?	No	Inclusion of this information is common practice.
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	No	Inclusion of this information is common practice.
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	Inclusion of this information is common practice.
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	No	Inclusion of this information is common practice.
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	No	Inclusion of this information is common practice.
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)?	No	
VII.2.a	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	No	
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	No	

VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	No	Inclusion of this information is common practice.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	NA	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	NA	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NA	

VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	
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?	NA	
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?	NA	
VII.6	Is it required for the award to recite the parties' request for relief?	No	Inclusion of this information is common practice.
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?	NA	
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	No	Inclusion of this information is common practice.
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?	NA	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	No	Inclusion of this information is common practice.
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?	NA	

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?	NA	
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	Inclusion of this information is common practice.
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)?	NA	
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?	NA	
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?	NA	
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	Inclusion of this information is common practice.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	Yes	
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?	Yes	
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	Yes	
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.	NA	
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.	NA	
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	
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	NA	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	NA	
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	
VIII.3	Is it permitted for the award to be issued without reasons?	Yes	If the parties so agree.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	If the parties so agree.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	If the parties so agree.

VIII.5. a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	No	
VIII.4. b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		If the parties so agree.
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.	NA	
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	Inclusion of this information is common practice.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	Yes	
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	

IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
X. Dissenting and separate opinions		(Yes/No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	
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?	NA	
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	Inclusion of this information is common practice.
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.	NA	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	No	
XII.3	Are there any restrictions or requirements as to the length of the award?	No	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	
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	However, it is customary to do so.
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	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	However, it is customary to do so.

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	
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	However, it is customary to do so.
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	
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	However, it is customary to do so.
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	
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	
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	
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	
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	

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	
XIII.8	Are the arbitrators required to use certain size/type of paper?	No	
XIII.8. a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	NA	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	No	
XIV. Structure of the Award		(Yes/No /NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	No	
XIV.1. a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NA	
XIV.1. b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	NA	
XIV.2	Is there a requirement to follow a specific structure of the award?	No	
XIV.2. a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	Yes	
XIV.2. b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.		It is common practice to recite the parties' details, an introduction, and overview of the disputed issues and the parties' positions, analysis, reasoning, and operative part.
XIV.3	Is it required to address jurisdiction before substance?	No	

XIV.3. a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Yes	
XIV.4	Is it required to discuss the merits of the claim before quantum?	No	
XIV.4. a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
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?	Yes	
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?	NA	
XV.1. b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	
XV.1. c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	
XV.2	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?	NA	

XV.2. b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2. c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	
XV.3	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?	NA	
XV.3. b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	No	
XV.3. c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	
XV.4	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?	Yes	

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?	Yes	
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?	Yes	
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?	No	

XIV.2. b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	Yes	
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	NA	