

IBA ARBITRATION COMMITTEE

Sub Committee on recognition and enforcement of arbitral awards

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

Authors

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25 October 2021

Japan			
I. General questions		(Yes/No/NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	Yes	With a few minor modifications, the Arbitration Act of Japan (Act No. 138 of 2003, as amended, the “Arbitration Act”) is based on the UNCITRAL Model Law (1985).
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	
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	In principle, it is considered that only decisions resolving substantive issues constitute

			an arbitral award under the Arbitration Act.
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?	Yes	
I.4	Does the award must comply with certain minimal formal requirements?	Yes	The formal requirements for arbitral award are set out in Article 39 of the Arbitration Act.
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	Yes	Pursuant to Article 39(1) of the Arbitration Act, in making an arbitral award, a written arbitral award shall be prepared and signed by the arbitrator(s) who has made the arbitral award.
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	Pursuant to Article 39(1) of the Arbitration Act, in making an arbitral award, a written arbitral award shall be prepared.
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	Pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons thereof.
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	Yes	Pursuant to Article 39(3) of the Arbitration Act, an arbitral award shall state the place of arbitration.
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	Pursuant to Article 39(3) of the Arbitration Act, an arbitral award shall state the date of the award.
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	To the best of our knowledge, neither Japanese law nor Japanese courts have given express guidance on that question.

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	To the best of our knowledge, neither Japanese law nor Japanese courts have given guidance on that question.
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	To the best of our knowledge, neither Japanese law nor Japanese courts have given guidance on that question.
I.5	Are partial awards permitted?	Yes	
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?		The Arbitration Act does not expressly address the issue of partial awards, but it is generally understood that partial awards are permitted implicitly. Under the Commercial Arbitration Rules of the Japan Commercial Arbitration Association (the “JCAA”), Article 62, if the arbitral tribunal has closed the arbitral proceedings as to certain claims, it may render a partial award on such claims.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		(Correction of Arbitral Award) Pursuant to Article 41(2) of the Arbitration Act, the petition for correcting any miscalculation, clerical error or any other error similar thereto in the arbitral award shall be filed within 30 days from the date of receipt of the notice of arbitral award,

			<p>unless otherwise agreed by the parties.</p> <p>Pursuant to Article 41(4) of the Arbitration Act, the arbitral tribunal shall make a decision on such petition within 30 days from the date of said petition.</p> <p>Also, an arbitral tribunal may correct any miscalculation, clerical error or any other error similar thereto in the arbitral award, by its own authority. In such case, there is no specific deadline.</p> <p>(Interpretation of Arbitral Award by Arbitral Tribunal)</p> <p>Pursuant to Article 42(3) and Article 41(2) of the Arbitration Act, the petition for giving an interpretation of a specific part of the arbitral award shall be filed within 30 days from the date of receipt of the notice of arbitral award, unless otherwise agreed by the parties.</p> <p>Pursuant to Article 42(3) and Article 41(4) of the Arbitration Act, the arbitral tribunal shall make a decision on such petition within 30 days from the date of said petition.</p>
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?		Pursuant to Article 41(1) of the Arbitration Act, an arbitral tribunal may correct any miscalculation, clerical

			error or any other error similar thereto in the arbitral award, upon the petition of the parties or by its own authority.
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?		Pursuant to Article 42(2) of the Arbitration Act, the petition for giving an interpretation of a specific part of the arbitral award may be filed only if an agreement has been reached between the parties that such petition may be filed.
I.7	Are interim or preliminary awards permitted?	No	Pursuant to Article 24 of the Arbitration Act, arbitral tribunals are authorized to issue interim measures of protection on party request. Chapter V of the Commercial Arbitration Rules of the JCAA also provides for interim measures by an emergency arbitrator or the arbitral tribunal. However, such measures are understood to be limited to traditional forms of provisional relief. They are not given the status of "awards" and, as of now, are not enforceable in the Japanese courts.
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?	NA	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	NA	
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?	NA	
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?	NA	

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?	Yes	
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.		Pursuant to Article 38 of the Arbitration Act, if, during the course of the arbitration procedure, the parties settle the civil dispute subject to the arbitral proceedings and the parties so request, the arbitral tribunal may make a ruling on agreed terms, which ruling has the same effect as a final arbitral award.
I.9	Are default awards accepted?	Yes	Pursuant to Articles 31 and 33 of the Arbitration Act, an arbitral tribunal may proceed in case of default or non-participation of a respondent party and render the award on the evidence before it. This authority is also provided in Article 45 of the Commercial Arbitration Rules of the JCAA. However, this is not permitted “where there is sufficient cause with respect to the failure to appear at an oral hearing or to produce documentary evidence.”
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	The Arbitration Act does not expressly address partial awards but it is generally presumed that they would not be prohibited. On that presumption, the tribunal may issue a default award as a partial award if it does not resolve all the claims in dispute.

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?	No	The tribunal may issue a default award as a final award.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	There are no specific statutory requirements. However, under Article 44 of the Arbitration Act, an award is subject to being set aside where, <i>inter alia</i> , the party making the application was not given notice as required by the provisions of the laws of Japan in the proceedings to appoint arbitrators or in the arbitral proceedings, or was otherwise unable to present its case in the arbitral proceedings.
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	There are no specific statutory requirements. However, under Article 44 of the Arbitration Act, an award is subject to being set aside where, <i>inter alia</i> , the party making the application was not given notice as required by the provisions of the laws of Japan in the proceedings to appoint arbitrators or in the arbitral proceedings, or was otherwise unable to present its case in the arbitral proceedings.
I.10	Is there a time limit requirement to render the award?	No	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	NA	
I.11	Are arbitrators required to meet certain qualifications?	No	Japanese law does not require any specific

			qualifications for arbitrators, apart from the fact that they must be independent and impartial.
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	NA	
II. Language		(Yes/No /NA)	Additional comments, if any.
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes	See Article 30(3)(iii) of the Arbitration Act.
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	Yes	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	NA	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	NA	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	No	Pursuant to Article 30(3) of the Arbitration Act, the award must be in the language or languages of the arbitration. There is no other factor that must be considered.

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	Pursuant to Article 30 of the Arbitration Act, the award must be in accordance with the language or languages of the arbitration as agreed by the parties or, if the parties could not agree, as decided the tribunal. Provided the language of the arbitration so agreed or decided allows the award to be prepared in two languages, it is permissible.
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		(Yes/No /NA)	Additional comments, if any.
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	See comment	To the best of our knowledge, neither Japanese law nor Japanese courts have given guidance on that question.
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?	See comment	To the best of our knowledge, neither Japanese law nor Japanese courts have given guidance on that question.
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	No	
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	Pursuant to Article 39(1) of the Arbitration Act, if the arbitral tribunal is a panel, it will be sufficient that the written arbitral award is signed by the majority of the arbitrators constituting the arbitral tribunal provided that it states the reasons for the omitted signatures of other arbitrators.

III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	
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	It should be noted that while the Arbitration Act is silent with regard to dissenting opinions, the Commercial Arbitration Rules of the JCAA, Article 63, provides that “[n]o arbitrator shall disclose its dissenting or individual opinion in any manner.”
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	Pursuant to Article 39(1) of the Arbitration Act, if the arbitral tribunal is a panel, it will be sufficient that the written arbitral award is signed by a majority of the arbitrators constituting the arbitral tribunal and states the reasons for the omitted signatures of other arbitrators.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	
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?	NA	

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)?	NA	
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	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	Pursuant to Article 39(3) of the Arbitration Act, a written arbitral award shall state the date of the preparation, which is generally considered to be the date when the last arbitrator signed the award.
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	No	
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	Yes	Although we are not aware of any express rule in this regard, we believe it is

			proper that the date inserted in the award should be the one when the last arbitrator signed the award.
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	There is no prescribed (or proscribed) form for the date.
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)?		There is no prescribed format.
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	Yes	
III.11	Are the arbitrators free to choose the date in which their award will become effective?	No	
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	Yes	Although there is no express rule in this regard, an award would likely be deemed effective upon issuance by the tribunal,

			which presumably would be when it has been signed by all the arbitrators (or by a majority of the arbitrators, with an explanation on the reason for any omitted arbitrator signature).
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)?	Yes	Pursuant to Article 39(3) of the Arbitration Act, a written arbitral award shall state the place of arbitration.
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	NA	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	NA	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	
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., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	
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?	Yes	Pursuant to Article 39(5) of the Arbitration Act, “[A]fter an arbitral award has been made, the arbitral tribunal shall notify each party of the arbitral award by sending a copy of the written arbitral award signed by the arbitrators”.
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	No	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	An arbitral institution can perform the notifying function to the parties of the issuance of the arbitral award if so provided in the relevant institution’s arbitration rules. For example, pursuant to Article 67 of the Commercial Arbitration Rules of the JCAA, the institution “shall send the arbitral award to each Party after the Parties have fully paid to the JCAA the amount due, consisting of the arbitrator(s)’ remuneration and expenses, and other reasonable expenses incurred with respect to the arbitral proceedings as required to be paid to the JCAA.”
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	Pursuant to Article 39(5) of the Arbitration Act, if an arbitral award has been made, the arbitral tribunal shall notify each party of the arbitral award by sending a copy of the written arbitral

			award signed by the arbitrator(s).
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?	NA	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	No	
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	
IV.5	Is it required to provide each of the parties with an original version of the award?	Yes	Pursuant to Article 39(5) of the Arbitration Act, the arbitral tribunal shall notify each party of the arbitral award by sending a copy of the written arbitral award signed by the arbitrator(s). This language does not clearly require an original version to be physically signed and sent to each party. However, according to a commentary on the Arbitration Act, which is generally considered authoritative, “The reason for requiring ‘a copy of the arbitral award signed by the arbitrators’ is to prove that it is a document identical to the original by requiring the personal signature of the arbitrator as proof that it is a document identical to the original taking into account that fact that the arbitral tribunal or arbitral institution have no power in law to certify copies.”
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)?	Yes	
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?	NA	

IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	No	
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No	
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	No	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	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	Pursuant to Article 39(5) of the Arbitration Act, if an arbitral award has been made, the arbitral tribunal shall notify each party of the arbitral award by sending a copy of the written arbitral award signed by the arbitrator(s). No specific method of sending is prescribed.
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	Pursuant to Article 39(5) of the Arbitration Act, if an arbitral award has been made, the arbitral tribunal shall notify each party of the arbitral award by sending a copy of the written arbitral award signed by the arbitrator(s). No specific method of sending is prescribed. Thus, while it is doubtful that providing copies of the award for pick up at an arbitrator's office would satisfy the notice requirement, if the parties agree, it would be permissible.
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	The Arbitration Act does not set a time limit for issuing an award or for notifying the parties of the same. Of note, pursuant to Article 43 of the Commercial Arbitration Rules of the JCAA, the arbitral tribunal "shall use reasonable efforts to render an arbitral award within nine months from the date when it is constituted."
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)?	See comment	There is no express rule on this. However, as a matter of general practice, it is considered that the deliberations of the arbitral tribunal, which cover the period until the issuance of the arbitral award to the parties, are confidential.
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?	See comment	As a matter of general practice, the drafting process is kept confidential,

			but there are no provisions strictly requiring it.
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)?	See comment	As a matter of general practice, the drafting process is kept confidential, but there are no provisions strictly requiring it.
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?	See comment	As a matter of general practice, the deliberations process is kept confidential, but there are no provisions strictly requiring it.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	See comment	As a matter of general practice, tribunals maintain the confidentiality of the award. But there are no provisions strictly requiring it.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	
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	
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.	See comments	<p>To the best of our knowledge, neither Japanese law nor Japanese courts have given guidance on that question.</p> <p>It is generally considered that a tribunal secretary may undertake administrative tasks and provide legal research.</p> <p>For reference, Article 33 of the JCAA Commercial Arbitration Rules provides that the tribunal may appoint a tribunal secretary with the parties' written consent. It also provides that "[n]o arbitrator shall delegate to a third person tasks that substantially influence the arbitral tribunal's decision including the arbitral award."</p>

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	<p>The Arbitration Act is silent on the issue of tribunal secretaries and we are not aware of any express guidance on the issue in the law or from the courts. However, in this regard, it is noted that the Arbitration Act applies, as stated in Article 2, to disputes submitted under an “arbitration agreement,” which is defined as “an agreement by the parties to submit to one or more arbitrators the resolution of all or certain civil disputes which have arisen or which may arise in respect of a defined legal relationship”. In view of this, it should be understood that the tribunal secretary may not assume the central role of an arbitrator, which is to decide the parties’ dispute.</p> <p>It is also noted that Article 33(1) of the JCAA Commercial Arbitration Rules provides that “[n]o arbitrator shall delegate to a third person tasks that substantially influence the arbitral tribunal’s decision including the arbitral award.”</p>
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	Pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	Pursuant to Article 39(2) and (3) of the Arbitration Act, an arbitral award shall state the date of the award and the place of the arbitration. No other administrative or procedural issues/information is expressly required to be included in 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	Although not expressly required as a matter of law, it is generally considered essential that the award should identify the parties to whom it applies as a function of resolving the parties' dispute.
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	
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	Pursuant to Article 39(2) and (3) of the Arbitration Act, an arbitral award shall state the date of the award and the place of the arbitration. No other administrative or procedural

			issues or information are expressly required to be included in the award.
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	Pursuant to Article 39(2) and (3) of the Arbitration Act, an arbitral award shall state the date of the award and the place of the arbitration. No other administrative or procedural issues or information are expressly required to be included in the award.
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	
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?	NA	
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?	NA	
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	Although not expressly required to state in the award the laws applicable to the merits of the dispute, pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties. Presumably, it would be necessary in the course of presenting the reasoning of the award to indicate the law applicable to the merits of the dispute.

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?	NA	
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?	NA	
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	Although not expressly required to state in the award the procedural rules governing the dispute, pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties. Presumably, it would be necessary in the course of presenting the reasoning of the award to indicate the procedural rules governing the dispute.
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?	NA	
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?	NA	
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?	NA	
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	
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	

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	
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	
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	No	
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	
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	
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	NA	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	Yes	Pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties. Of necessity, this would entail an indication of the scope and subject matter of the award. However, to be clear, there is no requirement that this be indicated in so many words, i.e., “partial award on jurisdiction.”
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	No	
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	
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	
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?	Yes	To be clear, pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties. Implicitly, this would involve an identification of the issues being decided in the award.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	Yes	To be clear, pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties. Presumably, this would involve an indication of issues that are contingent on other issues.
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	Yes	To be clear, pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties. Implicitly, this would involve an account of the relevant facts.

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?	No	
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?	No	
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	
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	
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	No	
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	No	
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	Pursuant to Article 39(2) of the Arbitration Act, an arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	
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?	No	
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	Tribunal is required to present its reasoning on every claim and defence, but this does not necessarily require an examination of individual arguments presented by the parties.
VIII.3	Is it permitted for the award to be issued without reasons?	No	Pursuant to Article 39(2) of the Arbitration Act, if the parties agree, an arbitral award need not state the reasons upon which it is based.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	Pursuant to Article 36(3) of the Arbitration Act, the Arbitral Tribunal shall decide <i>ex aequo et bono</i>

			only if expressly authorized to do so by the parties.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	See comment	The <i>iura novit curia</i> principle exists as to Japanese civil litigation. The application or scope of this principle in arbitration is debated. The authors are not aware of any reported court cases that provide any guidance on this issue.
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> ?	NA	
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?	NA	
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?	No	To be clear, pursuant to Article 39(2) of the Arbitration Act, a written arbitral award shall state the reasons upon which it is based unless agreed otherwise by the parties. Implicitly, this would involve an explanation of the tribunal's findings and decisions. However, there is no requirement of a separate section specifically setting out the arbitral tribunal's ultimate findings and decisions.
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)?	NA	
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	
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	As the Arbitration Act does prohibit tribunals from granting injunctive relief, it is generally understood to be permissible.
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?	See comments	<p>The Arbitration Act is silent on the issue of dissenting opinions and the issue is debated among scholars. There is no reported court precedent on this issue.</p> <p>In this regard, it is noted that the Commercial Arbitration Rules of the JCAA, Article 63, provides that “[n]o arbitrator shall disclose its dissenting or individual opinion in any manner.”</p>
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	
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	
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	
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	
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	
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	Yes	

	to fully record in the award these costs and expenses in an institutional arbitration proceeding?		
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 is 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)?	No	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	NA	
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?	NA	

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?	No	Customarily, tribunals do not rely on judicial precedents that were not cited by the parties. Therefore, they do not cite them in the award. In the event such judicial precedents are relied upon by the tribunal they ought to be cited in the award.
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	Customarily, tribunals cite judicial precedents that were cited by the parties in the course of setting out the reasoning of the award.
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	Customarily, tribunals cite in the award any legal author or doctrine that is relevant to the reasoning of the award
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	