

IBA ARBITRATION COMMITTEE

Sub Committee on recognition and enforcement of arbitral awards

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

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Kenya			
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	
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	<p>There is no specific requirement to transcribe the arbitration agreement into the award under the Arbitration Act, 1995 (the Arbitration Act).</p> <p>Please note that local parties may choose to apply the arbitration rules of the National Centre for International Arbitration (the NCIA Rules) for institutional arbitration or the arbitration rules of the Chartered Institute of Arbitration, Kenya Chapter (the CIArb Rules) for <i>ad hoc</i> arbitration. Based on our review of these two sets of rules, there is no specific requirement to transcribe</p>

			<p>the arbitration agreement into the award.</p> <p>However, it is usual practice to include the agreement to arbitrate in the award.</p>
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?	N/A	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	No	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	<p>There is no specific language in the Arbitration Act to this effect. However, the fact that arbitral awards should resolve substantive issues and not merely procedural matters can be interpreted from the provisions of the Arbitration Act and the rules.</p> <p>The term “arbitral award” is defined in the Arbitration Act as any award of the tribunal and includes an interim arbitral award. The CIArb Rules define an award as an interim, partial, costs or final award. The examples of award mentioned herein go towards resolving the substantive issues in disputes even if on an interim basis.</p> <p>Section 31(3) of the Arbitration Act, when referring to arbitral awards issued on agreed terms,</p>

			<p>provides that such an award has the same status and effect “... as any other arbitral award on the substance of the dispute”. Further, section 31(6) provides the tribunal with powers to issue a partial award “... by which some, but not all, of the issues between the parties are determined...”. This suggests that an award is issued to determine the issues in dispute, i.e., the substantive matters.</p> <p>Further, Rule 29(11) of the NCIA Rules states that the tribunal may issue separate awards on different issues which have the same status and effect as any other award issued by the tribunal.</p> <p>In addition, pursuant to the Act and the Rules, an award, unless indicated to be an interim award, is required to be the final and binding determination of the issues in dispute.</p>
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	This is the practice that is commonly adopted.
I.4	Does the award must comply with certain minimal formal requirements?	Yes	<p>Pursuant to the Arbitration Act, the CIArb Rules and the NCIA Rules, the minimum formal requirements are as follows:</p> <p>a) the award must be in writing;</p>

			<p>b) the award must be signed by the arbitrator(s);</p> <p>c) the award should state the reasons upon which it is based, unless agreed otherwise by the parties or if it is a consent award; and</p> <p>d) the award should indicate the date and the juridical seat of the arbitration.</p>
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	Yes	
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	
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	
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	
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	There is no specific requirement to this effect in the Arbitration Act, the CIArb Rules or the NCIA Rules.
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	There is no specific requirement to this effect in the Arbitration Act or the NCIA Rules.

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	There is no specific requirement to this effect. The tribunal has the discretion to decide how to date the award.
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?		<p>According to section 32(6) of the Arbitration Act, the arbitral tribunal has powers to issue a partial award by which some of the issues in dispute may be determined. This is also provided for in Rule 29(12) of the NCIA Rules as it states that the tribunal may make separate awards on different issues at different times.</p> <p>However, there is no indication of the type of cases that would justify the issuance of a partial award. This will be subject to the tribunal's discretion.</p>
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?	Yes	<p>According to section 34(2) of the Arbitration Act, the tribunal is required to issue a rectificative or interpretative award within 30 days after giving the other party an opportunity to comment on a party's request for a correction or clarification to the award. Where the tribunal, on its own initiative, decides to</p>

			<p>correct any error in the award, then it must do so within 30 days after the date of the arbitral award. The 30-day timeline provided to the tribunal to interpret an award or correct any errors is also provided in Rule 131 of the CI Arb Rules.</p> <p>However, under the NCIA Rules, the tribunal must make corrections to an arbitral award within 15 days of receipt of a party's request to make corrections. Where the tribunal decides to correct an error in the award on its own initiative, then it shall do so within 15 days of the date of the award.</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?	N/A	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		A rectificative award may be issued where there are: computation errors, clerical or typographical errors or any other error of a similar nature.
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?		An interpretive award may be issued where there is any ambiguity concerning a specific point or part of the arbitral award which needs to be clarified or removed.
I.7	Are interim or preliminary awards permitted?	Yes	Interim awards may be issued by the tribunal. This

			<p>includes the issuance of interim awards on: measures of protection; the provision of security for the amount in dispute; and costs (see section 18(1) of the Arbitration Act, Rule 25(4)(d) and Rule 27 of the NCIAR Rules and Rules 35 and 36 of CIARB Rules).</p> <p>The tribunal may also issue preliminary awards on preliminary issues where it would be advisable for such issues to be determined early. This includes on issues such as jurisdiction. Rule 24(6) of the NCIAR Rules provides the tribunal with the powers to determine whether to deal with the jurisdictional challenge in an award on jurisdiction or later in the final award on the merits.</p> <p>Further in an arbitration subject to the CIARB Rules, pursuant to the guidelines on managing case management conferences, attached as the Third Schedule to the CIARB Rules, the parties and the tribunal may consider separating the proceedings to deal with the jurisdictional issues before merit.</p>
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	There is no specific reference to the type of matters that may be subject to an interim award. It is possible that the tribunal may consider choice of law

			concerns in an interim award.
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	There is no specific reference to the type of matters that may be subject to an interim award. This would be determined by the arbitrator.
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?	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.	Yes	<p>According to section 31(1) of the Arbitration Act, the parties are entitled to request that the consent / settlement agreed to by the parties be recorded in the form of an arbitral award on agreed terms. Where the tribunal does not object, then pursuant to section 31(2) the consent award must comply with the minimum formal requirements in section 32 of the Arbitration Act and summarised in I.4.</p> <p>However, according to section 32(3)(b), it will not be necessary to state the reasons in the consent award. Similar provisions are contained in Rules 29(13) and (14) of the</p>

			NCIA Rules and Rule 107 of the CIArb Rules.
I.9	Are default awards accepted?	Yes	
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	Section 26 of the Arbitration Act sets out the various instances that a party may be in default. Based on section 26(i), the default award should be rendered after the tribunal has had the opportunity to consider the dispute based on the evidence and materials put forward by the participating party.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	However, it is advisable to notify the defaulting party and provide them with an opportunity to participate in the proceedings. This will avoid any challenges to the award. Further, according to section 26 of the Arbitration Act, the default award will be issued where the defaulting party fails to show sufficient cause.
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 is no specific requirement for such documentation. However, such documentation should

			be made to avoid challenges to the award.
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 the relevant time limit is.	Yes	<p>Under the CIArb Rules, the award must be rendered within 3 months from the date the oral hearings are closed. For an expedited hearing, the award should be issued within 1 month from the date the hearings are closed. For a documents' only hearing, it should be rendered not later than 2 months from the date of the completion of pleadings.</p> <p>Under the NCIA Rules, the award should be rendered within 3 months from the date the hearings are closed.</p> <p>Notwithstanding the above, the tribunal, with the consent of the parties, has the powers to extend these time limits where it is deemed necessary.</p>
I.11	Are arbitrators required to meet certain qualifications?	Yes	
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.		<p>An arbitrator is required to have undertaken training on the law and procedure of arbitration in Kenya and received accreditation by the NCIA or CIArb.</p> <p>An individual who is qualified as a fellow will be entitled to appointment as an arbitrator in accordance</p>

			with the rules of CI Arb Kenya.
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	No	
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	N/A	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	Yes	Usually, the language of the arbitration will be as specified by the parties in the arbitration agreement. Where there is no agreement, then this shall be decided by the tribunal after providing the parties with an opportunity to comment on the same (see section 23 of the Arbitration Act, Rule 20 of the NCIA Rules).
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?	Yes	Please see our response in II.1.b.
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	Please see our response in II.1.b.
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	Please see our response in II.1.b.
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	Please see our response in II.1.b.
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	Yes	According to Rule 20(4) of the NCIA Rules, where the tribunal is to be decided upon the language of the arbitration, then it shall

			take into account: the written comments of the parties; the initial language of the arbitration; and any other matter it considers appropriate in all the circumstances of the case.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	Yes	The tribunal has the discretion to consider all appropriate factors.
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	Yes	The tribunal has the discretion to consider all appropriate factors.
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	Yes	The tribunal has the discretion to consider all appropriate factors.
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	Yes	The tribunal has the discretion to consider all appropriate factors.
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	Yes	The tribunal has the discretion to consider all appropriate factors.
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	Yes	The tribunal has the discretion to consider all appropriate factors.
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	No	Ordinarily parties will choose one language as the language applicable to the proceedings. Where the parties have failed to choose a language or have referred to two or more languages, then this will be one of the issues that will be discussed with the parties during the case.

			management conference with a view to reaching an agreement regarding the language of the arbitration proceedings.
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?	No	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	Yes	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	No	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	No	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	Yes	Pursuant to the Arbitration Act and the rules, where a party has submitted a document in a foreign language, then that document must be accompanied by an English translation, or a translation of the language agreed to by the parties or determined by the tribunal as the language of the arbitration proceedings.
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?	No	Please see our response to II.3.e. The party submitting the document in the foreign language should also ensure that a translated copy of the same is submitted to the tribunal.
II.3.g	If your answer to question II.3.b is yes, is there any specific requirement regarding the person who can translate the text (<i>ie.</i> sworn translator)?	No	There are no specific requirements.

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?	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.	N/A	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	Yes	<p>According to section 32(2) of the Arbitration Act, where there are proceedings with more than one arbitrator, it will suffice to have the signatures of the majority of the arbitrators as long as the reasons for any omitted signatures are stated.</p> <p>A similar provision is found in Rule 29(7) of the NCIA Rules which further provides that where there is no majority among the arbitrators, then the signature of the Chairman of the tribunal shall be sufficient.</p>
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	This is required under section 32(2) of the Arbitration Act as stated in our response to III.2.
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	As stated in our response to III.2 and III.2.a, it is not required for the award to

			bear the signature of the dissenting arbitrator. It is worth noting Rule 29(1)(d) of the NCIA Rules which states that the award shall, unless all the parties agree in writing, be signed by the tribunal or those of its members consenting to the award.
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	
III.3.b	Are the non-dissenting arbitrators required to analyse the dissenting opinion?	No	<p>There is no specific requirement for non-dissenting arbitrators to analyse the dissenting opinion.</p> <p>It is advisable however that such an analysis be undertaken in keeping with the requirement to state the reasons upon which the award is based.</p>
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	<p>Section 32(1) of the Arbitration Act states that the award shall be signed by the arbitrator or the arbitrators. A similar obligation on the tribunal to sign the award is provided in Rule 29(1)(d).</p> <p>However, as stated in our response to III.2, where all the arbitrators fail to sign the award, then it may be signed by the majority of the arbitrators or the Chairman of the tribunal.</p>

III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	Yes	Please refer to our response in III.2 and III.4.
III.5	Is initialling of all the pages of the award required?	No	There is no specific requirement to initial the pages of the award.
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	N/A	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	N/A	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	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)?	No	There is no specific requirement for the arbitrators to physically meet and sign the award.
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	N/A	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	There is no specific requirement for the award

			to be signed at the place of arbitration.
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	No	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	N/A	
III.9	Is it required for the arbitral award to bear the date?	Yes	
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?	No	There is no specific requirement or guidance provided on the date stated in the award in the Arbitration Act, the CI Arb Rules or the NCIA Rules.
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	N/A	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	N/A	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	N/A	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	N/A	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	

III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	There is no specific requirement or guidance provided on the date stated in the award in the Arbitration Act, the CI Arb Rules or the NCIA Rules.
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	N/A	
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?		The tribunal has the discretion to determine the format for writing the date.
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	No	There is no requirement for this.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	Yes	
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	N/A	
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	N/A	
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	N/A	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	N/A	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	There is no specific requirement to do so.

III.13. a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	
III.13. b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	N/A	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	
III.14. a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	
IV. Notification of the award		(Yes/ No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	Yes	<p>Section 32(5) of the Arbitration Act states that after the award is made, then the signed copy shall be delivered to each party. It does not specify who is to do the notification and this issue is left to be determined by the applicable rules.</p> <p>In an institutional arbitration administered by the NCIA, then according to Rule 29(8) and (9) of the NCIA Rules, the sole arbitrator or the chairman of the tribunal shall be responsible for delivering the award to the NCIA. The Registrar shall then notify the parties of the receipt of the award. The NCIA shall then transmit certified copies to the parties subject to the payment of the costs</p>

			<p>of arbitration to the NCIA by the parties.</p> <p>In an arbitration subject to the CIArb Rules, then according to Rule 111, the tribunal is required to inform the parties once it has made and published its award. The tribunal shall also specify how and where the award may be taken up upon due payment of the tribunal's fees.</p>
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	No	
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	Please see our response to IV.1.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	Please see our response to IV.1.
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?	N/A	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	No	Please see our response to IV.1.
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?	No	Please see our response to IV.1.
IV.5	Is it required to provide each of the parties with an original version of the award?	No	There is no specific requirement under the

			Arbitration Act and the CIArb Rules. According to Rule 29(8) of the NCIA Rules, the Registrar of the NCIA is only required to transmit certified copies of the award.
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	N/A	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	N/A	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	N/A	
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?	Yes	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	According to section 36 of the Arbitration Act which deals with the recognition and enforcement of award, a party seeking to rely on an award may produce the original award or a certified copy of the same.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	N/A	

IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	N/A	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	There are no specific requirements for this. Please note that post the commencement of the Covid-19 pandemic, parties are required to file and serve their documents electronically and on a dedicated platform provided by the Court. However, there are no specific regulations that have been passed concerning the presentation of arbitral awards filed electronically.
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?	N/A	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	N/A	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	No	Please see our response to IV.1.
IV.9	Is it required for the notification of the award to be made by public postal services?	No	

IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	No	Please see our response to IV.1.
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	No	According to Rule 29(9) of the NCIA Rules, the parties may collect the award physically from the NCIA or have it delivered by registered mail to the parties. With respect to an award published under the CI Arb Rules, the tribunal has the discretion to advise the parties on the collection of the award.
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	Please see our response to IV.10.
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	No	
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	N/A	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	
IV.12	Is there any time limit established for notification purposes?	No	

IV.12. a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	N/A	
IV.12	Are there any additional specific local requirements for the notification of the award?	No	
IV.12. a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	N/A	
V.	Confidentiality	(Yes/ No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	No	There is no specific requirement providing for this. However, only the final and binding versions of the award are shared with the parties.
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?	No	There is no specific provision providing for this.
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	Yes	There are no provisions on this in the Arbitration Act. However, Rule 34(2) of the NCIA Rules requires the deliberations of the tribunal to be kept confidential to its members. The exception is where an arbitrator's refusal to participate in the arbitration is required to be disclosed by the other members of the tribunal pursuant to specified

			<p>provisions of the NCIA Rules.</p> <p>The CIArb Rules do not specifically prohibit disclosure of the views and comments of the arbitrators to the parties. However, there is a general duty of confidentiality owed by the tribunal under Rule 135 of the CIArb Rules.</p>
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	N/A	<p>Please see our response to V.2.</p> <p>Under the CIArb Rules, there are no specific confidentiality obligations applicable to the deliberation process of the arbitral tribunal.</p>
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?	N/A	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	N/A	
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	No	There is no specific requirement for this in the Arbitration Act, the NCIA Rules or the CIArb Rules.
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	

V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	There is no specific requirement for this in the Arbitration Act, the NCIA Rules or the CIArb Rules.
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	<p>Generally, it is accepted that the arbitration proceedings, the documents filed by the parties and award will be of a confidential and private nature and not subject to disclosure by the parties, the tribunal or the institution administering the arbitration, to third parties unless otherwise agreed by the parties or subject to limited exceptions (eg, where disclosure is required to pursue a legal right or to enforce or challenge an award).</p> <p>The general obligation of confidentiality is provided for in Rule 134 of the CIArb and Rule 34(1) of the NCIA Rules. Further, Rule 34(3) of the NCIA Rules provides that the NCIA shall not publish the award or any part of the award without the consent of the parties and the tribunal.</p> <p>In addition, the parties will also include confidentiality</p>

			<p>obligations in their arbitration agreements.</p> <p>In this regard, there is no need for the award to explicitly provide that the award is of a confidential nature.</p>
VI. Secretary of the Arbitral Tribunal		(Yes/No/N/A)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	No	<p>Generally, tribunal secretaries are not widely used in this jurisdiction.</p> <p>Further, it is generally accepted that where the tribunal obtains the consent of the parties to use a tribunal secretary, then the functions of the secretary will be of an administrative nature and will not extend to the decision-making process.</p>
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	N/A	
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	N/A	
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	N/A	
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	N/A	

VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	Please see our response to VI.1.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	N/A	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	N/A	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	N/A	
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	No	Please see our response to VI.1.
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	<p>Section 32 of the Arbitration Act sets out the provisions dealing with the form and content of an arbitral award.</p> <p>Pursuant to section 32(3) an arbitral award must state the reasons upon which it is based. However, this requirement does not apply where: (a) the parties have agreed that no reasons are to be given; or (b) the arbitral award is based on a settlement agreed to by the parties.</p> <p>The requirement to provide reasons in the</p>

			award unless otherwise agreed is reflected in the arbitral rules of the CI Arb (Rule 113) and NCIA (Rule 29(2)). Rule 29(14) of the NCIA Rules further provides that an award issued pursuant to a settlement shall not contain reasons but an express statement that it is an award made by the parties' consent.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	Section 32(4) states that the arbitral award shall include: (i) the date of the award; and (ii) the juridical seat of the arbitration. This requirement is also reflected in the arbitral rules of the NCIA (Rule 29(2)). Except for the above, there is no other requirement in section 32 to include specific administrative or procedural information in the arbitral 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	However, it is common practice for the award to contain the names and addresses of the parties.
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	However, it is common practice for the arbitral award to contain the names and addresses of the legal representatives.
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	Please refer to our answer to VII.2. While section 32(4) of the Arbitration

			<p>Act provides that the arbitral award must state the date and the juridical seat, there is no requirement that it contain the parties or the terms of the arbitration agreement.</p> <p>However, it is common practice for the award to state the date, parties and the precise terms of the arbitration agreement.</p>
<p>VII.2. d</p>	<p>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?</p>	<p>No</p>	<p>Please refer to our answer to VII.2.</p> <p>Under section 32(4) of the Arbitration Act, there is a requirement that the award indicate the juridical seat of the arbitration. However, there is no requirement that it indicate whether that place of arbitration was agreed by the parties.</p> <p>It is worth noting that section 32(4) provides that the place of arbitration as indicated in the award is to be determined in accordance with section 21 of the Arbitration Act. Section 21 states that the place of arbitration may be agreed by the parties or, failing an agreement, that it be determined by the tribunal having regard to the circumstances of the case and convenience of the parties.</p>

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	Please see our response to VII.2.d
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	The tribunal retains the discretion to state the law or rules applicable to the arbitration agreement. It is common practice for such information to be included in the award.
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	There is no requirement to specify this information.
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	There is no requirement to specify this.
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	The tribunal retains the discretion to identify the law applicable to the merits of the dispute while setting out its reasons in the award.
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	There is no requirement to specify this.
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	There is no requirement to specify this.
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	The arbitral tribunal retains the discretion to identify the procedural rules governing the arbitration while setting out its reasons in the award.

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?	N/A	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	N/A	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	N/A	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	No	There is no requirement to contain the name, nationality and contact details for the arbitrators.
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	There is no requirement to contain a description of the arbitrators' appointment process.
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	There is no requirement to specify the case reference. However, in an institutional arbitration, it is usual for the case reference to be stated in the award.
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	There is no requirement to state the chronology. However, it is common practice for such information to be included as part of the background information leading to the dispute.

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	Please see our response to VII.2.t.
VII.2. v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	There is no such requirement.
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	There is no such requirement.
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?	Yes	Section 32(6) of the Arbitration Act grants the tribunal powers to issue a partial award determining some but not all of the issues between the parties. It is therefore important for the tribunal to indicate whether the award is a partial award or a final award. Further, the CI Arb Rules provide that the award may be an interim, partial, costs or final award.
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?	Yes	Please see our response to VII.2.y.
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	There is no such requirement.
VII.2. aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	N/A	Please see our response to VII.2.z.
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	There is no specific requirement to include the procedural history in the award.

VII.3. a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	Please refer to our response to VII.2.c.
VII.3. b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	N/A	The tribunal retains the discretion to indicate the timelines in the award.
VII.3. c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	N/A	However, the tribunal may specify this as part of the procedural history, particularly where the tribunal comprises of more than one arbitrator.
VII.3. d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	N/A	However, the tribunal may include the applications made by the parties when setting out the procedural history.
VII.3. e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	N/A	However, the tribunal may specify its decision on procedural applications in the award.
VII.3. f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	N/A	While there is no requirement under the Arbitration Act to include the details concerning the evidence submitted by the parties, it is usual for such information to be included by the tribunal when setting out the parties' claims, the evidence supporting those claims and the reasons in the arbitral award.
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	No	In practice, however, it is common for the newer/final award to

			make reference to previous partial award(s).
VII.4. a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	N/A	
VII.4. b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	N/A	
VII.4. c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	N/A	
VII.4. d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	N/A	
VII.4. e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	<p>There is no requirement to state this in the award.</p> <p>However, where the parties have raised a jurisdictional challenge and it is dealt with in the final award, then the tribunal will address this issue. If it determines that it has jurisdiction, then it will normally set out the basis upon which its jurisdiction is grounded in the final award.</p> <p>In some cases, however, the tribunal will deal with jurisdictional challenges as a preliminary issue before the merits are dealt with in the final award.</p>

VII.5. a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	N/A	Please see our response to VII.5.
VII.5. b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	N/A	Please see our response to VII.5.
VII.6	Is it required for the award to recite the parties' request for relief?	No	However, it is common practice for the award to set out the parties' request for relief
VII.6. a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	N/A	
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	No	There is no specific requirement to identify the issues to be decided by the arbitral tribunal. However, tribunals have wide discretionary powers and, in some cases, will ask the parties to prepare and agree on a list of issues in dispute. The tribunal will then set out the issues in dispute in the award and proceed to determine them.
VII.7. a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	N/A	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	No	There is no requirement to provide an account of the relevant facts in the dispute.

			However, since the award is required to include the reasons for the tribunal's decision as set out in our response to V11.1, it is usual practice for tribunals to set out the relevant facts in dispute in the award as it demonstrates its evaluation of the issues in dispute.
VII.8. a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	N/A	
VII.8. b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	N/A	Please see our response to VII.1. It is a requirement under the Arbitration Act that the tribunal set out the reasons on which the award is based.
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	There is no specific requirement to summarise the parties' position on issues in the award. However, since the award is required to include the reasons for the tribunal's decision as set out in our response to V11.1, it is usual practice for tribunals to set out the relevant positions.
VII.9. a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	N/A	
VII.9. b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	N/A	

VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	N/A	
VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	There is no specific requirement. The tribunal has the discretion to specify the parties' positions in the award.
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	The tribunal is required to specify its reasons in the award. The tribunal would therefore be required to include its reasoning on a dispute on procedural rules. Further, in most cases, the procedural rules will be agreed beforehand by the parties or determined by the tribunal (see section 20 of the Arbitration Act). Further, the CI Arb Rules provide that issues concerning the applicability of the rules are to be discussed and agreed upon by the parties during the case management conference.
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	There is no specific requirement. However, since there is a requirement for the award to set out the reasons of the tribunal, it is likely that the tribunal would set out the parties' positions on such a dispute as it demonstrates its evaluation of the parties' respective arguments.

VII.1 3	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	There is a requirement in section 32 for the award to set out the reasons of the tribunal.
VII.1 4	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.1 4.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	
VII.1 5	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	No	It is however important to note that failure to address money laundering concerns (if applicable) may render the award vulnerable to an application to set aside under section 35 of the Arbitration Act on grounds that the making of the award was induced or affected by fraud, bribery, undue influence or corruption, or contravened public policy. Furthermore, under section 37, the recognition or enforcement of an arbitral award may be refused on the same grounds indicated above.
VII.1 5.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	N/A	
VIII.	Reasoning and findings	(Yes/ No /NA)	Additional comments, if any.

VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	Yes	Please see our response to VII.1
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	<p>There is no specific requirement in the Arbitration Act concerning the extent of the reasoning required.</p> <p>However, tribunals should ensure that they provide sufficient justification to comply with the requirement to state the reasons in the award.</p>
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	N/A	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	No	<p>There is no specific requirement in the Arbitration Act for the tribunal to make reference to the factual record.</p> <p>However, since the award is required to include the reasons for the tribunal's decision as set out in our response to VII.1, it is usual practice for the tribunal to address the facts prior to setting out their decision and reasoning.</p>
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	<p>There is no specific requirement to address each of the parties' main arguments on each issue.</p> <p>However, since the award is required to include the reasons for the tribunal's</p>

			<p>decision as set out in our response to V11.1, it is usual practice for the tribunal to address the parties' main arguments on each issue.</p>
VIII. 3	<p>Is it permitted for the award to be issued without reasons?</p>	Yes	<p>Please see our response to VII.1</p> <p>There will be an exception to the requirement to provide reasons under section 32(3) of the Arbitration Act where: (a) the parties have agreed that no reasons are to be given; or (b) the arbitral award is based on a settlement agreed to by the parties.</p>
VIII. 4	<p>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</p>	Yes	<p>The tribunal may issue an <i>ex aequo et bono</i> award where the parties have expressly allowed it to do so.</p> <p>Section 29(4) of the Arbitration Act provides that, where the parties have expressly authorised it to do so, the arbitral tribunal shall decide on the substance of the dispute according to considerations of justice and fairness without being bound by the rules of law.</p> <p>Further, Rule 25(7) of the NCIA Rules states that where the parties have expressly agreed in writing, the arbitral tribunal shall apply the principles of <i>ex aequo et bono</i>, <i>amiable</i></p>

			<i>compositeur</i> or honourable engagement to the merits of the dispute.
VIII. 5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	The tribunal may carry out its own investigations of the law applicable to the dispute on its own motion.
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	The tribunal has the discretion to use its own initiative. Due to the confidential nature of arbitration, it is difficult to confirm whether the principle has been widely applied.
VIII. 5.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		Rule 25(1)(c) of the NCIA Rules states that, unless the parties agree in writing, the tribunal shall, on the application of any party or on its own motion, and after giving the parties a reasonable opportunity to state their views, have the power to, amongst other things, conduct the enquiries as may be necessary or expedient. In conducting these enquiries, the tribunal may determine whether to ascertain the relevant facts, the law or rules of law applicable to the arbitration. Similar powers to the tribunal to investigate and apply the law <i>ex officio</i>

			<p>may be inferred from the CIArb Rules.</p> <p>Under Rule 90(c), the tribunal has the jurisdiction to decide any question of law arising in the arbitration. Under Rule 90(f), the tribunal has the jurisdiction to order any party to furnish it with further details of the party's case, in fact or in law, as it may require.</p> <p>Further, under Rule 58, the tribunal may, when assessing any evidence, refer to the relevant laws, regulations and judicial interpretations. Further, it may take into consideration factors such as industry practices and trade usages.</p>
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	Please refer to our response in VIII.1.
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	However, it is common practice for such an approach to be adopted by the tribunal.
IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	No	There is no introductory language that is specified in the Arbitration Act, the NCIA Rules or the CIArb Rules.

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	It is generally accepted that the remedies available to the Court and which may be issued by the Court are available to the tribunal.
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	It is worth noting that Rule 90(1) of the CIArb Rules specifically states that the tribunal has the jurisdiction to order specific performance of a contract.
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	It is generally accepted that the remedies available to the Court and which may be issued by the Court are available to the tribunal.
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	N/A	
X.	Dissenting and separate opinions	(Yes/ No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	Whereas it is possible for arbitrators to write a dissenting or separate opinion and attach the same to an award, from our discussions with CIArb and NCIA, this is

			<p>not common. It is our understanding that it is usual practice for a tribunal comprising of more than one arbitrator to agree on the issuance of a unanimous award. Further, it is more likely that the dissenting opinion will not be included in the award if there is no unanimous decision.</p> <p>Please note that there are no specific provisions on arbitrators writing dissenting opinions in the Arbitration Act, the CIArb Rules or the NCIA Rules. The act and the rules provide for the issuance of the award without the dissenting arbitrator's opinion or signature.</p> <p>According to section 30(1) of the Arbitration Act, it suffices that any decision reached by the tribunal be made by a majority of all its members. Further, pursuant to section 32(2), it is not necessary for the dissenting arbitrator to sign the award, provided that any reasons for any omitted signature are stated. Similar provisions are also included in Rules 29(6) and (7) of the NCIA Rules.</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?	N/A	
XI. Reservation of issues		(Yes/No/N/A)	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	<p>Section 32(6) of the Arbitration Act states that the arbitral tribunal may issue a partial award by which some of the issues are determined.</p> <p>This is also provided for in Rule 29(12) of the NCIA Rules as it states that the tribunal may make separate awards on different issues at different times which shall have the same status and effect as any other award made by the tribunal.</p> <p>Further, Rule 27(c) of the NCIA Rules and Rule 36(f) of the CI Arb Rules provides the tribunal with</p>

			<p>powers to issue a provisional award.</p> <p>Both rules provide that, subject to a final determination in an award, the tribunal may, on a provisional basis, issue any relief which it may have power to grant in an award, including a provisional order for the payment of money or the disposition of property between the parties.</p>
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	Yes	
XII. Style and length		(Yes/No/N/A)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	No	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	N/A	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	<p>The tribunal has the discretion to determine the interest payable by a party in the dispute, this includes the discretion to determine pre and post award interests.</p> <p>Section 32C of the Arbitration Act states that unless otherwise agreed by the parties and to the extent permitted by the arbitral rules, then the award may include a provision for the payment of simple or compound</p>

			<p>interest calculated from the date, at the rate, and with such rests as may be specified in the award.</p> <p>The arbitration rules make some attempt to elaborate this provision.</p> <p>Rule 90(j) of the CI Arb Rules grants the tribunal the power to award simple or compound interest on any sum from and to any date, at such rates and with such rests as it deems appropriate.</p> <p>Similarly, Rule 29(11) of the NCIA Rules provides that the tribunal may order simple or compound interest in respect of a period which the tribunal determines appropriate ending not later than the date upon which the award is complied with.</p>
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.	N/A	
XIII. Award of costs		(Yes/No/N/A)	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	There is no specific requirement for the tribunal to consider the

			reasonableness of the costs claimed.
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	<p>The general principle applicable is that the costs of the arbitration are usually awarded to the successful party. Further, Rule 31(7) of the NCIA Rules provides that the tribunal's orders on arbitration and legal costs shall reflect the parties' relative success or failures in the award.</p> <p>That notwithstanding, the tribunal has wide discretionary powers in determining how to allocate the costs and expenses of the arbitration and which factors to consider when making that determination.</p> <p>The tribunal may therefore choose not to apply this general principle and to apportion the costs between the parties if it determines that such apportionment would be appropriate and reasonable. This is provided for in Rule 31(7) of the NCIA Rules and 123 of the CIArb Rules.</p> <p>Rule 31(7) of the NCIA Rules provides that the tribunal may choose not to apply the general principle when it is deemed inappropriate. Further, Rule 31(6) provides the tribunal with the power to order that all or part of a party's legal</p>

			<p>or other costs be paid by another party and to determine and specify the amount of each item comprising the costs on such terms as it considers fit.</p> <p>Further, Rule 123 of the CI Arb Rules states that the tribunal may apportion the costs of the arbitration considering the circumstances of the case.</p> <p>In addition, section 32B(1) of the Arbitration Act states that unless it is otherwise agreed by the parties, the costs and expenses of the arbitration shall be as determined and apportioned by the tribunal in its award.</p> <p>It is therefore likely that the reasonableness of the costs claimed may be one of the factors considered by the tribunal while exercising its discretion.</p>
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	<p>With respect to an arbitration subject to the NCIA Rules, Rule 25(4) provides that where a party fails to comply with any order issued by the tribunal, then the tribunal shall have the discretion to draw adverse inferences, exclude evidence and other submissions or make</p>

			<p>special allocations of costs or an order an interim award of costs.</p> <p>The CIArb Rules do not specifically state that the tribunal may consider a party's compliance with the tribunal orders or that party's conduct when allocating costs. This is left to the discretion of the tribunal as Rule 123 states that the tribunal may apportion the costs between the parties if it determines that such apportionment is reasonable, taking into account the circumstances of the case.</p>
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	<p>The tribunal may consider the nature and complexity of the dispute.</p> <p>As demonstrated in XIII.1 and XIII.2, the tribunal has a wide discretion to allocate the costs in a manner it deems just and appropriate.</p>
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	Yes	<p>Please refer to our response in XIII.2.1. In making its orders on the arbitration and legal costs, the tribunal is required to apply the general principle that costs shall be borne by the unsuccessful party and reflect the parties'</p>

			<p>success or failures in the arbitration.</p> <p>However, this will not apply unless it is otherwise agreed by the parties or it is deemed by the tribunal that the apportionment of costs based on the general principle is not appropriate or reasonable.</p>
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	N/A	
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	According to Rule 31(3) of the NCIA Rules, the tribunal is required to specify in the award the total amount of the costs of the arbitration as determined by the Nairobi Center for International Arbitration.
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?	N/A	
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	Rule 120 of the CIArb Rules provides that the tribunal shall specify the total amount of costs of the award in its award unless the parties agree otherwise.
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?	N/A	

<p>XIII.7</p>	<p>Is it required for the award on costs to be reasoned?</p>	<p>Yes</p>	<p>Rule 31(8) of the NCIA Rules specifically states that an order for costs shall be made with reasons in the award containing such order.</p> <p>Under the CI Arb Rules, there is no similar specific requirement.</p> <p>However, since there is a requirement to: state the reasons upon which the award is based in section 32(3) of the Arbitration Act and Rule 113 of the CI Arb Rules, unless the parties agree otherwise; specify in the award the total costs of the award; and determine the apportionment of the same, then it is arguable that the tribunal would be required to set out the reasons for its apportionment on costs.</p>
<p>XIII.7.a</p>	<p>If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?</p>	<p>N/A</p>	
<p>XIII.8</p>	<p>Are the arbitrators required to use certain size/type of paper?</p>	<p>No</p>	
<p>XIII.8.a</p>	<p>If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.</p>	<p>N/A</p>	
<p>XIII.9</p>	<p>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</p>	<p>No</p>	
<p>XIV. Structure of the Award</p>		<p>(Yes/No/NA)</p>	<p>Additional comments, if any.</p>

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)?	N/A	
XIV.1 .b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	N/A	
XIV.2	Is there a requirement to follow a specific structure of the award?	No	
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	<p>This is not specifically provided in the NCIA Rules and the CIArb Rules.</p> <p>However, based on our experience, the structure commonly adopted in awards is typically covered as part of the arbitration training.</p>
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.		<p>The structure commonly adopted is as follows:</p> <ul style="list-style-type: none"> a) Parties, institution, rules b) Arbitration agreement, governing law, seat c) Jurisdiction, formation of tribunal d) Procedural history e) The dispute, the contracts and governing law f) The issues, parties' submissions, the evidence g) The law h) The decision and reasons i) Quantum, costs and interest

			j) Operative orders and awards k) Signature, place, date
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?	No	The tribunal has a wide discretion concerning the conduct of the proceedings. In this regard, the tribunal may choose to address the issue of jurisdiction together with the substance in its final award.
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?	N/A	

XV.1. b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	
XV.1. c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	No	
XV.2. a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	N/A	
XV.2. b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2. c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	No	
XV.3. a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	N/A	
XV.3. b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	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?	No	
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	No	<p>Please see our response to VIII.5.a and b. The tribunal has the jurisdiction to refer to such precedents.</p> <p>Due to the confidential nature of arbitration, it is difficult to confirm whether the tribunals often cite judicial precedents not cited by the parties.</p>
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?	No	<p>Please see our response to VIII.5.a and b. The tribunal has the jurisdiction to refer to such legal authors and doctrine.</p>

			Due to the confidential nature of arbitration, it is difficult to confirm whether the tribunals often cite such documents.
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	Please see our response to VIII.5.a and b.
XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	There is no specific provision prohibiting the use of annexes in an award.
XVI.1 .a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	Due to the confidential nature of arbitration, it is difficult to confirm whether awards will usually contain annexes.
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	Yes	There is no specific provision prohibiting the use of such tools.
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	Due to the confidential nature of arbitration, it is difficult to confirm whether awards will usually include such tools.
XIV.2 .b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	Yes	There is no specific provision in the CI Arb Rules and the NCIA Rules on the use of such tools. Further, based on our conversations with CI Arb and NCIA the use

			<p>of such tools is not common.</p> <p>Please see our response to VIII.5.a and b. It is arguable that the tribunal may refer to such items provided that the parties have been provided with an opportunity to comment on the same.</p>
XVII. Miscellaneous		(Yes/No/NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	Yes	
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		<p>Above, we have indicated the requirements that the arbitral award be in writing; state the reasons upon which it is based; state the date and the juridical seat.</p> <p>According to section 32 of the Arbitration Act, additionally the tribunal should also ensure that the award is signed by the arbitrator(s) dealing with the matter.</p>