

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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NEW ZEALAND			
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	The Arbitration Act 1996 (the Act) governs international arbitration in New Zealand. Schedule 1 of the Act is based (for the most part) on the UNCITRAL Model Law (the Model Law).
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	-
I.2.a	If your answer to question I.2 is yes, does the agreement to arbitrate have to be transcribed into the award?	No	The form and contents of an award is prescribed by the Act in accordance with Article 31 of the Model Law (Schedule 1 of the Act, Art 31). Other relevant institutional rules may provide for further requirements.
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No	The Act prescribes that a party relying on an award or applying for its enforcement must supply: (a) the duly authenticated original award or a duly

			certified copy of the award; and (b) if the arbitration agreement is recorded in writing, the original arbitration agreement or a duly certified copy of the agreement (Schedule 1 of the Act, Art 35(2)).
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	N/A	-
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	N/A	-
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	An award is defined as a decision of the arbitral tribunal on the substance of the dispute and includes any interim, interlocutory or partial award (section 2 of the 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	The phrase “the substance of the dispute” in section 2 of the Act generally precludes procedural rulings, orders or directions from qualifying as awards, and there are cases to this effect (see for e.g., <i>General Distributors Ltd v Melanesian Mission Trust Board</i> [2008] 3 NZLR 718 (HC)) at [10] and [11]).
I.4	Does the award must comply with certain minimal formal requirements?	Yes	The form and contents of an award is prescribed by the Act in accordance with Article 31 of the Model Law (Schedule 1 of the Act, Art 31). Other relevant institutional rules may provide for further requirements.

I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	No	<p>The parties must be provided with a copy of the award signed by the arbitrators (Schedule 1 of the Act, Art 31).</p> <p>However, the party relying on an award or applying for its enforcement must supply either the duly authenticated original award or a duly certified copy (Schedule 1 of the Act, Art 35(2)(b)).</p>
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	Schedule 1 of the Act, Art 31(1).
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	Article 31(2), Schedule 1 of the Act provides that the award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under article 30.
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	Article 31(3), Schedule 1 of the Act provides that the award shall state its date and place of arbitration as determined in accordance with article 20(1). The award shall be deemed to have been made at that place.
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	See I.4.d above.
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	See I.4.d above. The Act is silent on whether the date of the award should be the date when the last of the arbitrators signed the award.

I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	N/A	See I.4.d above.
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	N/A	See I.4.d above.
I.5	Are partial awards permitted?	Yes	Article 3, Schedule 2 of the Act provides that unless the parties agree otherwise, they will be taken as having agreed that the powers conferred upon the arbitral tribunal include the power to (among other things) make an interim, interlocutory or partial award.
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 circumstances in which a partial award can be issued are usually provided for in the arbitration agreement or applicable law. Partial awards can be made on a specific issue that forms part of the claim, before the final award is made that addresses all the issues in dispute.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	Rectificative and interpretative awards are permitted (Schedule 1 of the Act, Art 33).
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?	-	The arbitral tribunal must correct any errors or give the interpretation within <i>30 days</i> of receipt of request or on its own initiative within <i>30 days</i> of the date of the

			award (Schedule 1 of the Act, Art 33(1) and (2)). Although the arbitral tribunal may extend this timeframe if necessary (Schedule 1 of the Act, Art 33(4)).
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?	-	The arbitral tribunal may correct any errors in computation, any clerical or typographical errors, or any errors of similar nature (Schedule 1 of the Act, Art 33(1)).
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?	-	The arbitral tribunal may, upon request and if it considers the request to be justified, give an interpretation of a specific point or part of the award (Schedule 1 of the Act, Art 33(1)).
I.7	Are interim or preliminary awards permitted?	Yes	Schedule 2 of the Act provides additional optional rules applying to arbitration. Article 3 of Schedule 2 provides that unless the parties agree otherwise, they will be taken as having agreed that the powers conferred upon the arbitral tribunal include the power to (among other things) make an interim, interlocutory or partial award.

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	<p>While there is no specific requirement for a decision on choice of law to be dealt with by way of interim award, this is what you would expect to occur as a matter of practice.</p> <p>(See: Schedule 2 of the Act, Art 3.)</p>
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Yes	<p>In some cases, arbitrators issue an interim award setting out their determination on matters of liability. They then issue a subsequent final award which would refer back to the determination on liability (as set out in the interim award) and also deal with the issue of costs.</p>
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?	No	<p>While this is not a requirement, if the tribunal made a preliminary determination in relation to the interpretation of a particular provision, one would expect that to be dealt with by way of interim award.</p>
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?	No	<p>The enforcement of an interim award is not conditional on the rendering of a final award.</p> <p>Interim awards are final and determinative of the issues that they concern, they remain enforceable unless they have been subsequently modified or cancelled by the tribunal. Consequently they do not necessarily expire at the time a final award is rendered unless the final</p>

			award specifically modifies or cancels them.
I.8	Are awards by consent accepted?	Yes	If requested by the parties, and if the arbitral tribunal does not object, the arbitral tribunal must record any settlement in the form of an arbitral award on agreed terms (Schedule 1 of the Act, Art 30(1)).
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	An award on agreed terms shall be made in accordance with the provisions of article 31 (the article addressing the form and contents of awards generally) and shall state that it is an award (albeit that reasons are not required to be given). Such an award has the same status and effect as any other award on the merits of the case (Schedule 1 of the Act, Art 30(2)).
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	N/A	
I.9	Are default awards accepted?	Yes	If any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the award on the evidence before it (Schedule 1 of the Act, Art 25).
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	See I.9 above.

I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	N/A	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	The standard notification provisions apply i.e. after the award is made, a copy signed by the arbitrators shall be delivered to each party (Schedule 1 of the Act, Art 31(4)).
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?		There is no specific requirement for the award to set out the efforts made by the arbitrators to (1) notify a non-participating party; and/or (2) to give such party the opportunity to present its case. However, as a matter of practice you would expect these issues (particularly (2)) to be dealt with in the award.
I.10	Is there a time limit requirement to render the award?	No	The Act does not prescribe a time limit within which an award must be rendered. Some institutional rules may provide a time limit, however, the NZIAC Rules 2018 (the NZIAC Rules) only provide that an award must be rendered “as soon as practicable after considering all submissions and evidence...” (rule 34.1).
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	N/A	-
I.11	Are arbitrators required to meet certain qualifications?	No	-

I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	N/A	-
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes	<p>The language or languages agreed between parties (or failing that, determined by the Tribunal) to be used in the arbitral proceedings will also apply to any award of the arbitral tribunal (Schedule 1 of the Act, Art 22).</p> <p>If the award or arbitration agreement is not made in English, it is necessary, for the purposes of enforcement, to supply a duly certified translation into English (Schedule 1 of the Act, Art 35(2)(c)).</p>
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	See II.1 above.
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	N/A	-
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	N/A	-
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	N/A	-
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	N/A	-
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	N/A	-
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	N/A	See II.1 above.

II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	N/A	-
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	-
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	N/A	-
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	-
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	N/A	-
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	N/A	-
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	Yes	Unless otherwise agreed by the parties (Schedule 1 of the Act, Art 22(1)).
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?	No	
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?	No	
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	

II.3.g	If your answer to question II.3.b <u>is yes, is there any specific requirement regarding the person who can translate the text (ie. sworn translator)?</u>	N/A	<p>For completeness, we make two general points about translations/use of foreign language documents in New Zealand:</p> <p>(1) The party relying on an award or applying for its enforcement must supply a duly certified translation into English of the award and/or agreement (if either or both documents are not made in English) (Schedule 1 of the Act, Art 35(2)(c)).</p> <p>(2) If a party is relying on foreign language documents in a New Zealand arbitration where English is the (agreed) language, then these documents should be translated. Subject to what is agreed between the parties, it is generally expected that certified translations be provided (of at least the key documents).</p>
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	<p>The Arbitration Act is silent on whether an electronic signature will suffice.</p> <p>Section 226 of the Contract and Commercial Law Act 2017 provides that a legal requirement for a signature is met by means of an electronic signature if it meets certain requirements.</p> <p>However, as a matter of practice, most (if not all) awards are signed in 'wet ink' and that is the recommended approach, particularly for the purpose</p>

			of considering enforcement abroad.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	N/A	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	Yes	In arbitral proceedings with more than 1 arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated (Schedule 1 of the Act, Art 31).
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	See III.2 above.
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	See III.2 above. It is permitted but not required. If the dissenting arbitrator does not sign, the reasons for the non-signature must be stated. Some institutional rules may prescribe different rules regarding whether a dissenting arbitrator can sign the award. For example, the NZIAC Rules provide that the award must be signed by the arbitral tribunal, or those of its members assenting to it (rule 34.3, also see rule 25.5).

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	See III.2 above.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	See III.2 above.
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?	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)?	N/A	-
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	N/A	-

III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	-
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	Yes	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	-	Refer to the electronic signature requirements referred to at III.1 above
III.9	Is it required for the arbitral award to bear the date?	Yes	The award shall state its date (Schedule 1 of the Act, Art 31(3)).
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	See III.9 above – the Act prescribes no further requirements regarding dating an award.
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	This is desirable as a matter of practice (although not strictly required).
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	See III.9 above – the Act prescribes no further requirements regarding dating an award or the required format.
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)?	N/A	-
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	N/A	-
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	N/A	-
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	Yes	It is permissible for the arbitrator/s to date the award before it is submitted to the relevant arbitral institution.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	Yes	The Act is silent on the date on which an award will become effective. However, this date is typically at the discretion of the arbitral tribunal.
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	The award shall state the place of arbitration as determined in accordance with article 20(1) of the Act. The award shall be deemed to have been made at that place (Schedule 1 of the Act, Art 31).
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	N/A	-
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	N/A	-

III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	-
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	-
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	N/A	-
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	-
IV. Notification of the award		(Yes/ No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	Yes	After the award is made, a copy signed by the arbitrators shall be delivered to each party (Schedule 1 of the Act, Art 31(4)).
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	See IV.1 above.
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	See IV.1 above.
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	See IV.1 above.
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	See IV.1 above. Some institutional rules require the arbitration institution to perform notification of the award, as opposed to the arbitral tribunal. For example, the ICC Secretariat will notify the parties of the award

			signed by the arbitral tribunal (ICC 2017 Arbitration Rules, Art 35).
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	See IV.1 above.
IV.3.a	If your answer to question IV.3 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?	-	This is subject to the particular institutional rules.
IV.4.a	If your answer to question IV.4 is no, are arbitrators themselves permitted to notify the award to the parties?	N/A	-
IV.5	Is it required to provide each of the parties with an original version of the award?	No	A copy signed by the arbitrators is sufficient under Schedule 1 of the Act, Art 31(4).
IV.5.a	If your answer to question IV.5 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 IV.5.a 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 IV.5 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 IV.6 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 IV.6.a 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	The party relying on an award or applying for its enforcement must supply the duly authenticated original award or a duly certified copy of the award (Schedule 1 of the Act, Art 35).
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	See IV.7 above.
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?	Yes	-
IV.9	Is it required for the notification of the award to be made by public postal services?	No	-
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	-
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	-

IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	-
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	No	-
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	Subject to any agreement of parties and the arbitral tribunal. See IV.1 above.
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	While there is no specific requirement for arbitrators to keep draft awards confidential from the

			parties to the arbitration, draft awards are very infrequently provided as a matter of practice.
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 are no specific confidentiality obligations in relation to the drafting process. However, it is subject to the same overarching requirements of confidentiality vis-à-vis third parties.
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	No	While it is not specifically required by the Act, it is generally accepted that arbitral deliberations are confidential. This confidentiality is also thought to apply to documents produced by a tribunal during its deliberations, for example, drafts of the award. Some institutional rules specify that deliberations of the arbitral tribunal remain confidential to its members (for example, art 30.2 of the LCIA Arbitration Rules 2014).
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?	No	See V.2 above.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	Yes	See V.1 above. Any award of the arbitral tribunal is confidential (see: sections 2, 14B and 14C of the Act).
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	The Act provides that as a general rule the parties and the tribunal must not disclose confidential information (section 14B of the Act).

			<p>However, there are particular circumstances in which a party or tribunal may disclose confidential information (see section 14C of the Act).</p> <p>Confidential information is defined in section 2 of the Act.</p>
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	N/A	-
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	No	-
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	-
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	-
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	-
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	-
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	-
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	-
VI.	Secretary of the Arbitral Tribunal	(Yes/No/NA)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	Yes	There are no express rules or requirements in the Act which permit or prevent a tribunal secretary from

			<p>assisting arbitrators in drafting of the award.</p> <p>Some institutional rules specifically contemplate the tribunal secretary's role including assisting arbitrators in the drafting of the award, provided they do not partake in the decision-making process (see for e.g., Appendix 6 (Agreement to Act as Arbitral Secretary) of the NZIAC Rules).</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?	No	<p>See VI.1 above.</p> <p>The NZIAC Rules provide that the arbitral tribunal shall not delegate any decision-making duties to the arbitral secretary or rely on the arbitral secretary to perform any other essential duties of the arbitral tribunal (NZIAC Rules, rule 19.16).</p> <p>The NZIAC Rules also require that the arbitral secretary agree that she or he shall not perform any decision-making function or attempt to influence the arbitral tribunal's decision in any way (Appendix 6 (Agreement to Act as Arbitral Secretary) of the NZIAC Rules).</p>
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	See VI.1 and VI.1.a above.
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.	-	<p>See VI.1 above.</p> <p>Guidance as to the arbitral tribunal secretary's role in assisting with the award is usually provided by the</p>

			<p>applicable institutional rules.</p> <p>For example, the NZIAC Rules provide that the arbitral secretary's role may include assisting the arbitral tribunal in the preparation and communication of its decisions to the parties on issues of procedure and substance, including by preparing initial drafts on substantive parts of awards, and proof-reading any procedural orders or awards (Appendix 6 (Agreement to Act as Arbitral Secretary) of the NZIAC Rules).</p>
VI.1.d	<p>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.</p>	-	<p>See VI.1 and VI.1.a above.</p> <p>The Act does not prescribe any requirements regarding nomination, scope of work and/or limits of assistance. However, the use of arbitral secretaries is common for international arbitrations held in New Zealand, and they are routinely used by some prominent New Zealand arbitrators.</p> <p>The NZIAC Rules (from rule 19.13 – 19.20) prescribe the process of appointment being that, unless otherwise agreed by the parties, the arbitral tribunal may, after consulting with the parties, appoint, at its sole discretion, an arbitral secretary.</p>
VI.2	<p>Is it required for the award to state the name of the arbitral tribunal secretary?</p>	No	-
VI.2.a	<p>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?</p>	N/A	-

VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	N/A	-
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	N/A	-
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	No	-
VII. Content of the award		(Yes/No/N/A)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	Yes	An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 1 of the Act, Art 31(2)).
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	See III above. An award must state its date and place of arbitration (Schedule 1 of the Act, Art 31(3)). Applicable institutional rules may provide for additional requirements.
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 for this information to be included.
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 for the details of legal representatives to be included.
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	However, it is common for this information to be included.

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	However, see VII.2 above.
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	However, it is common for this information to be included.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	N/A	However, it is common for this information to be included.
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	N/A	However, it is common for this information to be included.
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	However, it is common for this information to be included.
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	N/A	However, it is common for this information to be included.
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	N/A	However, it is common for this information to be included.
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	However, it is common for this information to be included.
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	While the award does not have to indicate the language of the arbitration, the award has to be made in the language(s) of the arbitration (Schedule 1 of the Act, Art 22(1)).

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	-
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	However, it is common for this information to be included where applicable.
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	However, it is common for this information to be included at least in a general descriptive form.
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	However, it is common for this information to be included at least in summary form.
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	However, it is common for this information to be included at least in a general terms.
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	However, we would expect this information to be included.

VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	N/A	However, we would expect this information to be included.
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	However, we would expect this information to be included.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	N/A	-
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	N/A	-
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	-
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	N/A	-
VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	N/A	-
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	N/A	-
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	N/A	-
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	N/A	-
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	No	-
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	N/A	-
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	N/A	-

VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	N/A	-
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	N/A	-
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	-
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	However, this information would be included when the tribunal's ruling on jurisdiction is made at the same time as the ruling on the merits (see Schedule 1 of the Act, Art 16(3)).
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	N/A	-
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	N/A	-
VII.6	Is it required for the award to recite the parties' request for relief?	No	However, it is common for this information to be included.
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	However, it is common for this information to be included and may inevitably form part of reasons (which are required, see VIII.1).
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	However, it is common for this information to be included and may inevitably form part of reasons (which are required, see VIII.1).
VII.8.a	If your answer to question VII.8 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 VII.8 is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	N/A	-
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	No	Although there is no direct requirement to do so, it is common for this information to be included and may form part of the requirement to provide reasons (see VIII.1).
VII.9.a	If your answer to question VII.9 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 VII.9 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 VII.9 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	However, it is common for this information to be included.
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	However, it is common for this information to be included.
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	However, it is common for this information to be included.

VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	Yes	An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 1 of the Act, Art 31(2)).
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	-
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	-
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	No	-
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	N/A	-
VIII. Reasoning and findings		(Yes/No/N/A)	Additional comments, if any.
VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	Yes	See VII.1 above. An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 1 of the Act, Art 31(2)).
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	While there is no specific requirement in the Act, some institutional rules may have requirements. For example, the NZIAC Rules require that the extent of reasons given must be proportionate to time available to the arbitral tribunal to make the award, nature and number of matters for determination and the amount of money at

			issue in the dispute (NZIAC Rules, rule 34.3).
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?	N/A	-
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	However, it is common practice to include this information.
VIII.3	Is it permitted for the award to be issued without reasons?	Yes	If agreed by the parties or the award is an award on agreed terms (Schedule 1 of the Act, Art 31(2)).
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	If authorised by the parties (Schedule 1 of the Act, Art 28(3)).
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	No	-
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> ?	N/A	-
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?	N/A	-
IX.	Operative part (<i>dispositif</i>)	(Yes/ No /NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	Yes	-
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	-

IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	N/A	-
IX.2	In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?	No	While not required, this is common as a matter of practice.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	An arbitration agreement, unless otherwise agreed by the parties, is deemed to provide that an arbitral tribunal may award any remedy or relief that could have been ordered by the High Court (section 12(1)(a) of the Act).
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	See IX.3 above.
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	See IX.3 above.
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	The Act does not expressly prohibit arbitrators from issuing a dissenting opinion to the award. Accordingly, a dissenting arbitrator may do so. There are no rules applying to the form and content of dissenting opinions.

X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	-
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	-
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	-
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	-
X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	No	-
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	N/A	-
XI. Reservation of issues		(Yes/No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	Yes	-
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	No	However, we would expect that they do so.
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	However, arbitral awards commonly follow the New Zealand Law Style Guide (also used by the Courts).
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	Unless the arbitration agreement otherwise provides (section 12(1)(b)(i) and Schedule 1, Art 31(5)) of the Act).
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	However, we would expect that they do so.
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 /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	<p>Unless the parties otherwise agree, the tribunal has discretion in determining costs of an arbitration and there is no express requirement to consider the reasonableness of the costs claimed (Schedule 2 of the Act, Art 6).</p> <p>Under the NZIAC Rules, unless otherwise agreed to by the parties, the costs of the arbitration “reasonably and properly incurred” by the successful party will in principle be borne by the unsuccessful party (rule 37.2).</p>
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	As a matter of practice, the arbitral tribunal will consider the reasonableness of the costs claimed when making any award as to costs.

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	As above, unless the parties otherwise agree, the tribunal has discretion in determining costs of an arbitration (Schedule 2 of the Act, Art 6). Some institutional rules also provide such discretion. The NZIAC Rules invite the tribunal to consider what is “just in the circumstances of the case” (rule 37.2).
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	See XIII.1 and XIII.2.a above.
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	See XIII.1 and XIII.2.a above. While not required under the Act, as a matter of practice costs follow the event in international arbitration in New Zealand.
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	See XIII.4 above.
XIII.5	Regarding the arbitral tribunal’s costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	No	-
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal’s costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	-

XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	No	-
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	-
XIII.7	Is it required for the award on costs to be reasoned?	Yes	An award must state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given (Schedule 1 of the Act, Art 31(2)).
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	N/A	-
XIII.8	Are the arbitrators required to use certain size/type of paper?	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.	N/A	-
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/N/A)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	No	-
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	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)?	No	-
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	N/A	-
XIV.3	Is it required to address jurisdiction before substance?	No	-
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?	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?	Yes	It is customary for an award to identify all of the witnesses (and experts) who have given testimony including as the part of the tribunal setting out its reasoning and in addressing the parties' positions. However, it is not customary for the award to set out in detail the exact nature and extent of all witnesses' (and/or experts') evidence.
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	It is not customary for an arbitral award to contain pinpoint citations to the parties' submissions. However, it is customary for the parties' submissions to contain pinpoint citations

			to the hearing bundle and bundle of authorities.
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	No	-
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	-
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	Yes	-
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	-
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	No	<p>It is uncommon for an arbitral award to cite judicial precedent that has not been brought to the attention of the tribunal by the parties. However, there is no strict prohibition on doing so.</p> <p>If the tribunal became aware of such a precedent and it went to a contentious issue or matter of substance, we would expect the tribunal to raise that with the parties (e.g., by way of requesting supplemental submissions) before issuing the award.</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?	Yes	-

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