

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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Key Statutes and Reports

- Arbitration Law issued by Royal Decree No. (M/34) dated 24/05/1433H corresponding to 16/04/2021G
<https://laws.boe.gov.sa/BoeLaws/Laws/LawDetails/5535039e-13da-43f6-8f53-a9a700f26485/1>
- Implementing Regulations issued by Ministers Decision No. 541 dated 26/08/1438H corresponding to 22/05/2017G
<https://laws.boe.gov.sa/BoeLaws/Laws/LawDetails/12752a60-2a4a-4cab-a05d-a9a700f274a5/1>
- UNCITRAL Model Law: https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/06-54671_ebook.pdf
- Saudi Centre of Commercial Arbitration (SCCA) Arbitration and Mediation Rules October 2018 (Amended and Effective from September 2021):
https://sadr.org/assets/uploads/download_file/Arbitration_Rules_2018_-_English-02.pdf

Saudi Arabia			
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	<p>The Arbitration Law in Saudi Arabia has very much been inspired by UNCITRAL. Similar, if not identical, procedures have been implemented. For example, with respect the termination of proceedings; article 41(1)(a-c) is effectively identical to UNCITRAL, the only difference being the addition of a termination order in subparagraph (d).</p> <p>That said, the UNCITRAL Model Law was not adopted in its entirety, with some key differences including that Saudi Law requires a deference to Sharia Law (see article 2, 38), and that the arbitration must be conducted in Arabic unless otherwise agreed (article 29).</p> <p>Further minor changes include allowing only 15 days for the parties to appoint an arbitrator (article 15(1)(b)) whilst UNCITRAL allows 30 days.</p>

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?		Article 42 requires that “ <i>a summary of the arbitration agreement</i> ” must be included in the award.
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?		
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?		
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	No	Certain procedural matters may be resolved and regarded as an arbitral award, such as the authority of the arbitrator or whether or not there was an arbitration agreement.
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?		
I.4	Does the award must comply with certain minimal formal requirements?	Yes	As specified in article 42, there are several formal requirements that the award must include: it must be in writing, justified, signed by the arbitrators, and it must include certain details such as its date of pronouncement, place of issuance, addresses of the parties and arbitrators, among other matters.
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	In order for the arbitral award to be enforced, the enforcement request must be submitted to the competent court with either the original award or a certified copy of it.
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	Only the date of pronouncement is required (article 42).
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	The date of the award is the date of its pronouncement (article 42)
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	The date of the award is the date of its pronouncement (article 42).
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?		Article 39.5 allows the arbitral tribunal to issue provisional or partial awards prior to the issuance of the final award to end the dispute, unless the parties to the arbitration agree otherwise.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	Article 47(1) provides that “ <i>the arbitration tribunal shall, pursuant to its own decision or upon a request by either party, rectify any material errors in its award, whether in text or in calculation.</i> ” Additional awards may also be requested by the parties to the arbitration, by submitting a request for an additional award pertaining to claims presented during the arbitration proceedings but which were overlooked by the arbitration award (article 48). Further under article 46, the parties may request from the arbitral tribunal to provide an interpretation of the award; however, this interpretation is not considered to be an addition to the award but rather an integral part of it.

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	Regarding a corrective award, the rectification must occur within 15 days following the date of rendering the award (article 47(1)). With respect to an additional award, the party may petition within 30 days following the date of the receipt of the arbitration award (article 48).
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?	N/A	The relevant articles of the law (article 47 and 48, relating to corrective awards and additional awards, respectively) do not explicitly include whether they are considered part of or separate from the initial award.
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	As above, the relevant articles of the law (article 47 and 48, relating to corrective awards and additional awards, respectively) do not explicitly state whether they are considered part of or separate from the initial award.
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?		Where there is a material error in the text or calculation of the arbitral award (article 47(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 an interpretative award be issued?		Under article 46, the parties to the arbitration can request interpretations of the award to be issued within 30 days of its issuance, but are not considered awards in and of themselves.
I.7	Are interim or preliminary awards permitted?	Yes	Under article 39.5, the arbitration committee may issue provisional or partial awards prior to the issuance of the final award, unless agreed otherwise by the parties to the arbitration.
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 nothing to indicate that the arbitration committee cannot issue an interim award regarding choice of law issues.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Yes	There is nothing to indicate that the arbitration committee cannot issue an interim award regarding liability issues.
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of	Yes	There is nothing to indicate that the arbitration committee cannot issue an interim award regarding interpretation of a particular provision.

	a particular provision subject to an interim award?		
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	Interim awards are subject to the issuance of a final award.
I.8	Are awards by consent accepted?	Yes	See article 45 “ <i>where if the parties agree on a settlement ending the dispute, they may request the terms of settlement to be recorded before the arbitration tribunal which will then issue an award that includes the terms of the settlement.</i> ”
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.		
I.9	Are default awards accepted?	Yes	Article 35 states: “ <i>if either party fails to appear at a hearing after notification...the arbitration tribunal may continue the arbitration proceedings and issue an award in the dispute based on available evidence.</i> ”
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	The law only makes reference to partial awards in the context leading up to the issuance of the final award (article 39.5).
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	Yes	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?		
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	Article 6 specifies several requirements concerning notification in the event that the parties have not made a special agreement regarding notifications: for example, that delivery of notifications should be made to the addressee personally, or the mailing address specified in the contract. However, article 6 does not apply to judicial notifications on the invalidity of the arbitration award before the courts.

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?	No	Nothing is mentioned in the legislation concerning documenting such efforts in the award, but if one of the parties has been unable to present a defense as a consequence of not being truly notified of the proceedings or the appointment of arbitrators, or for any other reason outside their control, the law states that a claim to invalidate the award can be made before the competent court (article 50).
I.10	Is there a time limit requirement to render the award?	Yes	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		Within 12 months from the commencement of the arbitration, unless the parties agree otherwise (article 40)
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.		Article 14(1-3): the arbitrators must be of full legal capacity, of good conduct and reputation, and must hold at least a University degree in Sharia or law. If there is more than one arbitrator, only the chairman must satisfy the latter requirement.
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes except where otherwise agreed	Article 29 states that “ <i>Arbitration shall be conducted in Arabic, unless the arbitration tribunal or the two parties to arbitration agree on another language or languages. Such agreement or decision shall apply to the language of the...award made by the arbitration tribunal, unless otherwise agreed upon by both parties or decided by the arbitration tribunal.</i> ”
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	Please see article 29 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?		

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?		
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?		
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?		
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?		
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	No	The only considerations mentioned with respect to language are contained in article 29 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?		
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?		
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?		
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?		
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?		

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?		
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	<p>There is no explicit prohibition in the law on the use of more than one language in the award. Please see article 29 above.</p> <p>Please see also article 44 which requires the arbitration tribunal to “deposit the original award or a signed copy thereof in its original language with the competent court within the period set in paragraph (1) of Article 43 of this Law, accompanied by an Arabic translation of the award attested by an accredited body if the award is issued in a foreign language.”</p>
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?		
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?		
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?		
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?		
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?		
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?		
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can		

	<u>translate the text (ie. sworn translator)?</u>		
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	Article 42 requires the arbitration award to be made in writing and to be signed by the arbitrators. Electronic signatures are acceptable under Saudi law, so long as they adhere to conditions set out in the Electronic Transactions Law (issued by Royal Decree No. M/18 dated 8/3/1428H corresponding to 27/03/2007G).
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	Article 42 requires the arbitration award to be made in writing and to be signed by the arbitrators. Electronic signatures are acceptable under Saudi law, so long as they adhere to conditions set out in the Electronic Transactions Law (issued by Royal Decree No. M/18 dated 8/3/1428H corresponding to 27/03/2007G).
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	There is no mention of this issue in the legislation nor in the implementing regulations.
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.		
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	See article 42(1): <i>In case of multiple arbitrators, the signatures of the majority of arbitrators shall be sufficient, provided that grounds for the lack of signatures of the minority be recorded in the minutes.</i>
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	No	See article 42(1) – the reason is to be recorded in the minutes and not in the award itself.
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	There is no specific mention of this matter in the legislation nor implementing regulations, but under article 42(1) above, it appears that this would be accepted.
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	No	

	award bears the signature of the dissenting arbitrator?		
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	There is no such mention in the legislation or implementing regulations.
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	Please see article 42.1 above, a majority is sufficient.
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	Please see article 42.1, the majority of the arbitrators' signatures must be provided.
III.5	Is initialling of all the pages of the award required?	No	There is no such mention in the legislation or the implementing regulations.
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?		
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?		
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	There is no mention of this in the legislation nor the implementing regulations suggesting there is no specific prohibition either.
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	There is no such mention in the legislation nor the implementing regulations.
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	There is no mention of this in the legislation nor the implementing regulations suggesting there is no specific prohibition either.
III.7	Is physical presence of the arbitrators at the place of	No	There is no such mention in the legislation nor the implementing regulations. The only mention of location is in article 42(2), which requires that the arbitration award includes the place of issuance.

	arbitration required for validly signing the award?		
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	There is no mention otherwise in the legislation nor the implementing regulations.
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)?		
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?	Yes	
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	Article 42(1) seems to only stipulate that the signature is required, but the location is not mentioned in relation to the arbitrators and thus does not seem to be of importance. The only mention of location is in article 42(2), which requires that the arbitration award must include the place of issuance.
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.		A summary of the minutes must be recorded by the arbitration tribunal which must be signed by witnesses, experts, attending parties of their agents, and members of the arbitration tribunal (article 33(3)).
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	The date required is the date of pronouncement of the award (article 42(2)). When reference was made to the arbitrators' signatures in article 42(1), there was no mention of the date upon which the arbitrator signed the 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	No	Only the date of pronouncement of the award is required (article 42(2)).

	arbitrator effectively signed the award?		
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?		
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)?		
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?		
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)?		
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?		
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	No specific mention is made in the legislation nor implementing regulations.
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)?		
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)?		
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	No	The date of the award should be the date of its pronouncement; no provisions for pre-dating are provided for in the law or regulations.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	No	The language in the legislation seems to suggest the award will become effective immediately. Article 44 states that following the arbitration award, the arbitration tribunal must deposit the award to the competent court within 15 days, and the court will then issue an order for the enforcement of the arbitration award (article 53). Further, the SCCA Arbitration Rules stipulate in article 30(3) that the award is to be binding and final on the parties, and the parties shall carry out all awards without delay.
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?	No	Please see our response to III.11 above.
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.		These considerations are determined at the competent court's discretion, in accordance with article 53 which states that " <i>the competent court, or designee thereof, shall issue an order for the enforcement of the arbitration award.</i> "
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	Article 42: <i>the arbitration award shall include...the place of issuance</i>
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?		
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?		
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	No such requirement is found in either the legislation, nor the implementing regulations.

III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?		
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.)?		
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	No such requirement is found in either the legislation or the implementing regulations.
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.)?	No	No such requirement is found in either the legislation or the implementing regulations.
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	Article 43: <i>“the arbitration tribunal shall deliver to each arbitration party a true copy of the arbitration award within 15 days from its date of issuance.”</i> Article 6 further specifies that unless the parties otherwise agree, <i>“regarding notifications, a written notice shall be delivered to the addressee personally, or to his designee, or to the mailing address specified in the contract subject of the dispute, in the arbitration agreement, or the document governing the relationship addressed by the arbitration.”</i> Please note however that in the implementing regulations, article 3(1) reads that <i>“subject to notification-related provisions provided for in the Law, electronic means may be used for serving notifications.”</i>
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	Please see article 43 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	Please see article 43 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	Please see article 43 above.
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	Please see article 43 above.
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	In article 43 listed above, there is no distinction made between arbitrators in an ad-hoc vs. an institutional arbitration, therefore the assumption would be that the same provision applies to ad-hoc arbitrators.
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?		
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	Yes	In article 43 above, there is no distinction made between arbitrators in an ad-hoc vs. an institutional arbitration, therefore the assumption would be that the same provision applies to institutional arbitrators.
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?		
IV.5	Is it required to provide each of the parties with an original version of the award?	No	Only a copy is required. Article 43 states that “ <i>the tribunal shall deliver to each arbitration party a true copy of the arbitration award within 15 days from its date of issuance.</i> ”
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)?		
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?		

IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?		
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No	There is no requirement in the legislation or implementing regulations for the arbitrators are to be provided with an original version of the award. Note however that the arbitration tribunal must deposit the <i>original award or a signed copy</i> to the competent court (article 44) and “ <i>deliver to each arbitration party a true copy of the arbitration award within 15 days from its date of issuance.</i> ” (article 43)
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	The law has no such requirement.
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?		
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	Either an original or a signed copy are allowed – please see article 44 above.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?		
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?		
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?		
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 is no mention made of presenting the courts with an electronic version in either the legislation nor the implementing regulations. While the regulations mention that electronic means are accepted for notification, this does not automatically apply to presentations made to the court as well.

IV.8	Is it required for the notification of the award to be made by international courier?	No	No such reference is made in the legislation nor the implementing regulations.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?		
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.		
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	This may be agreed by the parties, in accordance with article 6 of the Law.
IV.9	Is it required for the notification of the award to be made by public postal services?	No	Nothing is mentioned in either the legislation or the implementing regulations.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?		
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.		
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	No such requirement is specified in the legislation nor the implementing regulations.

IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	Yes	The tribunal must take steps with several formalities, namely: <i>“The arbitration tribunal shall deposit the original award or a signed copy thereof in its original language with the competent court... accompanied by an Arabic translation of the award attested by an accredited body if the award is issued in a foreign language”</i> (article 44) <i>“and the court will then issue an enforcement order based on an enforcement request,”</i> provided certain conditions are satisfied (article 53). Although this is not necessarily a process by which the tribunal is “assisting” the parties per se, it is a formality that must be conducted by the arbitration tribunal in order for the parties to be able to enforce the arbitral award.
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> ?	No	No such requirement is contained in the law or regulations.
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.		<i>The arbitration tribunal shall deposit the original award or a signed copy thereof in its original language with the competent court... accompanied by an Arabic translation of the award attested by an accredited body if the award is issued in a foreign language</i> (article 44) <i>and the court will then issue an enforcement order based on an enforcement request</i> with some conditions that must be satisfied (article 53).
IV.12	Is there any time limit established for notification purposes?	Yes	
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.		According to article 43 <i>“the arbitration tribunal shall deliver to each arbitration party a true copy of the arbitration award within 15 days from its date of issuance.”</i>
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?		

V. Confidentiality		(Yes/No/NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	Yes	Article 39(1) states that “ <i>the award of the arbitration tribunal, if composed of more than one arbitrator, shall be made by the majority of its members after confidential deliberation.</i> ”
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?		
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	Article 39(1) states that “ <i>the award of the arbitration tribunal, if composed of more than one arbitrator, shall be made by the majority of its members after confidential deliberation.</i> ”
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?		
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	No	No specific mentioning of confidentiality is made in relation to it notification; however, article 43(2) specifies that “ <i>the arbitration award may not be published in whole or in part except with the written consent of the parties to arbitration.</i> ”
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	No specific confidentiality standards are given in the law or its regulations.
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.		
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	No specific requirement is mentioned in the law or regulations.
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?		
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.		
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	The legislation identifies the parties to whom the award should be notified, namely the parties to the arbitration and the competent court (articles 43 and 44).
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?		
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.		
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?	N/A	There is no mention of this in either the legislation or the implementing regulations.
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?		
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)?		

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.		
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.		
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	It is not among the requirements of what the award must include, under article 42.
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?		
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?		
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?		
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	There is no mention of such a requirement in either the legislation or the implementing regulations.
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	Article 42 states that the award must be in writing and contain the reasons for its issuance.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	Article 42(2): “ <i>The arbitration award shall include the date of pronouncement and place of issuance; the names and addresses of the parties to the dispute; the names of the arbitrators as well as their addresses, nationalities, and capacities; a summary of the arbitration agreement and of the parties' statements, pleadings, and documents; a summary of the expert report (if any); and a text of the award. The award shall also determine the arbitrators' fees, costs of arbitration, and their distribution between the parties, without prejudice to the provisions of Article 24 of this Law.</i> ”
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?	Yes	See article 42 above.
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	See article 42 above.
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	Date: the date of the arbitration agreement is not required, but the date of the pronouncement of the arbitration award is required (article 42). Parties: the arbitration award requires the names and addresses of the parties to the dispute (article 42); presumably these would be the same as the parties to the arbitration agreement, although there could be additional parties to the agreement who are not involved in the dispute. Precise terms: no, as all that is required from the arbitration agreement is a summary (article 42)
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	The award must indicate the place of its issuance, but there is no requirement to mention whether the place of arbitration was agreed by the parties or not.
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	The award must indicate the place of its issuance, but there is no requirement to mention whether the place of arbitration was determined by the arbitral tribunal or not (article 42).
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to	No	There is no such requirement in the legislation nor the implementing regulations –please see article 42.

	contain the law or rules applicable to the arbitration agreement?		
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?		
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?		
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	Article 42 only requires <i>a summary of the arbitration agreement and of the parties' statements, pleadings, and documents; a summary of the expert report (if any); and a text of the award.</i> However, as article 42(1) requires the award to be “reasoned,” therefore the applicable laws may fall under the discussion of 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?		
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?		
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	Please see article 42 above.
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	Please see article 42 above.
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?		
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?		
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?		
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?	Yes	Please see article 42 above.
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	Please see article 42 above.
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	Please see article 42 above.
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	Please note that it may be included in the award given that article 42 stipulates that the award should be <i>reasoned</i> , and there should be a summary of <i>the parties' statements, pleadings and documents</i> .
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 article 42 above – no requirement but can be included in the reasoning of the tribunal.
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	No	See article 42 above – no requirement but can be included in the reasoning of the tribunal.

	arbitral tribunal to ascertain the facts of the case?		
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	Please see article 42 above.
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	No such requirement is imposed in the legislation nor its regulations, but the type of the award should be included within the text of the award as required under article 42.
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	No	No such requirement is imposed in either the legislation or the implementing regulations.
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	No such requirement is imposed in the legislation nor its regulations, but the subject matter of the award should be included within the text of the award as required under article 42.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	No	No such requirement is imposed in either the legislation or its implementing regulations.
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 for the procedural history to be included in the award – see article 42, which only requires a <i>summary of the arbitration agreement and of the parties' statements, pleadings, and documents; a summary of the expert report (if any); and a text of the award.</i>
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?		
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?		
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?		
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?		
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?		
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?		
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	No	No such reference is made regarding new/prior awards in the legislation nor implementing regulations. Indeed, under article 48 governing petitions for claims that have not been awarded, article 48(2) indicates that the tribunal shall issue the award within 60 days with a potential for an additional 30 days, and no requirement is made for the newer award to refer to the prior award.
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?		
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?		
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?		
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?		
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?		
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	No such requirement is imposed in either the legislation or the implementing regulations.
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?		
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?		
VII.6	Is it required for the award to recite the parties' request for relief?	No	No such requirement is imposed in either the legislation or the implementing regulations.
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?		
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 as such (see article 42). That said, article 42 requires the award to be reasoned, so the issues to be decided by the tribunal may therefore be discussed.
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?		
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	No	Article 42 states that there must be a summary of the parties' statements, pleading documents, and any expert reports, but there is no specific requirement for an account of the facts to be made on its own.

VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	No	No such mention is made in article 42 so as to make it a requirement, however when providing a summary of the parties' statements under article 42, any dispute as to the facts will likely become apparent.
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	No	There is a requirement for the award to be reasoned in general (article 42); but no specific mention was made for reasoning of the disputed facts.
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	Article 42 only requires a summary of the parties' statements, which would most likely encompass their positions with respect to any issues relevant to the tribunal's decisions.
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)?		
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?		
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?		
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	Article 42 only requires a summary of the parties' statements, but that would most likely encompass their positions with respect any procedural rules disputed.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning	No	This is not expressly stated, but may be captured by the requirement in article 42 for the decision to be reasoned.

	of the arbitral tribunal in such regard?		
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	This is not expressly stated, but may be captured by the requirement in article 42 for the decision to be reasoned.
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	No	This is not expressly stated, but may be captured by the requirement in article 42 for the decision to be reasoned.
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.		
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.		
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 article 42(1).

VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	Please see article 42(1).
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.		The extent of reasoning required is not expressly specified in the law.
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?	Yes	Article 42(2): the award is to include <i>a summary of the arbitration agreement and of the parties' statements, pleadings, and documents; a summary of the expert report (if any); and a text of the award.</i>
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	This is not expressly required, as the award must merely include a summary of the parties' statements and must be reasoned.
VIII.3	Is it permitted for the award to be issued without reasons?	No	Article 42 specifically stipulates that reasoning is required in the award.
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	Article 50(1)(d) stipulates that the award may be nullified " <i>if the arbitration award excludes the application of any rules which the parties to arbitration agree to apply to the subject matter of the dispute.</i> " This may suggest that the arbitration tribunal is free to issue <i>ex aequo et bono</i> awards except where the parties stipulate rules that contains direct provisions as to how / how much the arbitration tribunal must award.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	Although not explicitly stated, article 38 (1)(b) requires that " <i>If the arbitration parties fail to agree on the statutory rules applicable to the subject matter of the dispute, the arbitration tribunal shall apply the substantive rules of the law it deems most connected to the subject matter of the dispute.</i> "
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> ?	Yes	The SCCA Commercial Arbitration Rules stipulate in article 31(1) that where the parties fail to determine which law is to apply, " <i>the tribunal shall apply the law which it determines to be appropriate.</i> "
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?		Only where the parties fail to agree on the statutory rules that are to apply to the dispute (article 38(1)(b)).
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	A text of the actual award is required (article 42(2)).
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	No such requirement is specified in the legislation or its implementing regulations.
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.		
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	No such requirement is stipulated in either the law or the implementing regulations.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	The arbitral tribunal may issue provisional relief under article 23(1): the tribunal “ <i>shall, upon the request of either party, order either party to take, as it deems fit, any provisional or precautionary measures required by the nature of the dispute. The arbitration tribunal may require the party requesting such measures to provide a sufficient financial guarantee for the execution of such proceeding.</i> ”
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	No explicit mention is made in the legislation nor the implementing regulations but the arbitrators seem to have discretion in determining such relief.
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	No	No such explicit mention is made in the legislation nor the implementing regulations; the arbitrators seem to have discretion in determining such relief.
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	No such requirements are found in the legislation or implementing regulations.
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.		
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?	No	<p>Although there is no explicit mention in either the legislation nor the implementing regulations, we can infer from article 42(1) that there is only one opinion to be written and signed by the majority of arbitrators, but that the dissent might be recorded in the minutes rather than as a separate opinion.</p> <p>Article 42(1): “<i>The arbitration award shall be made in writing and shall be reasoned and signed by the arbitrators. In case of multiple arbitrators, the signatures of the majority of arbitrators shall be sufficient, provided that grounds for the lack of signatures of the minority be recorded in the minutes.</i>”</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?		
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	No such requirement is made, but as noted above the dissent could be recorded in the minutes.
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	No such requirement is given apart from the general requirement for the arbitrators to provide reasoning (article 42(1)).
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	No such prohibition is made under the general obligation to reason (article 42), therefore it would be reasonable to assume it is permitted.
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	There is no such requirement in the legislation nor the implementing regulations, but it may be included within the reasoning for the award (article 42).

X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?		
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	It appears to be allowed under article 39(5): “ <i>The arbitration tribunal may issue provisional or partial awards, prior to making the final award ending the entire dispute, unless the parties to arbitration agree otherwise.</i> ”
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	No specific requirements seem to be given to determine such issues, although a provisional award would presumably clarify the matters to which it pertains.
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	There is no mention of such matters in either the legislation or implementing regulations.
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.		
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	No	Under Saudi Law interest is strictly prohibited therefore no interest can be made part of any award, whether it be pre-award or post-award.
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?		
XII.3	Are there any restrictions or requirements as to the length of the award?	No	There is no mention of such matters in either the legislation or implementing regulations.

XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.		
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?	Yes	Article 42(2) that states the award <i>the award shall also determine the arbitrators' fees, costs of arbitration, and their distribution between the parties</i> – i.e. the tribunal assesses the costs. Further, the SCCA Arbitration Rules states in article 34(1) that the tribunal in allocating the costs must determine that the <i>allocation is reasonable, taking into account the circumstances of the case and the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.</i>
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?		
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	No requirements are specifically mentioned – see article 42(2) above, but reasonable to assume they would consider it.
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	For example, the SCCA Arbitration Rules in article 34(1) stipulate that “ <i>where in allocating costs the tribunal must take into account the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.</i> ”
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	No requirements are specifically mentioned but it is reasonable to assume they would consider it - please see article 42(2) 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	There are no specific prohibitions made in this regard, and the wide discretion given in article 42(2) suggests that the tribunal is allowed to consider the nature and complexity of the dispute. Further, the SCCA Arbitration Rules article 34(1) <i>where in allocating costs the tribunal must take into account the circumstances of the case.</i>
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	No requirements are specifically mentioned but it is reasonable to assume they would consider it – please see article 42(2) above.

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	No specific prohibitions are made in this regard.
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	Article 42 states that the arbitrators' fees and the costs of arbitration must be recorded as well. Please note that no distinction is made between institutional arbitration and ad-hoc arbitration in how their arbitral awards are governed.
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?		
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	Article 42 states that the arbitrators' fees and the costs of arbitration must be recorded as well. Note: no distinction is made between institutional arbitration and ad-hoc arbitration in how their arbitral awards are governed.
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?		
XIII.7	Is it required for the award on costs to be reasoned?	No	Article 42(1) generally requires reasoning by the arbitrators; subsequently article 42(2) lists what must be included in the award, including costs, but there is no specific requirement for costs to be reasoned.
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?		

XIII.8	Are the arbitrators required to use certain size/type of paper?	No	No such requirement is mentioned in the legislation nor the implementing regulations.
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.		
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	No	No such prohibition is mentioned in the legislation nor implementing regulations.
XIV. Structure of the Award		(Yes/No /NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	No	No such requirement is mentioned in the legislation nor the implementing regulations.
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)?		
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.		
XIV.2	Is there a requirement to follow a specific structure of the award?	No	No such requirement is mentioned in the legislation nor implementing regulations.
XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	Yes	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.		<p>The following structure is typically used:</p> <ul style="list-style-type: none"> • Preamble: outlines the facts of the case and the parties' details • Summary of the claimant's claims and the defendant's response • Reasoning

			<ul style="list-style-type: none"> Decision, by way of an order on the parties, with the costs of the lawyers, arbitrators, and arbitration will be determined.
XIV.3	Is it required to address jurisdiction before substance?	No	This is not explicitly required in the law or the implementing regulations
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	This is not explicitly required in the law or the implementing regulations
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	There is no mention of a specific structure that must be followed to resolve the issues in either the legislation or the implementing regulations.
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?		The confidentiality of decisions and relatively limited use of arbitration in KSA means that an assessment of what is customary cannot be readily made.
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?	Yes	Article 42(2) requires the documents and expert witnesses to be noted in the award.
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	No	No specific format is mentioned in the legislation nor the regulations.
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the	No	It is not customary to do so if a summary can suffice.

	award all exhibits submitted during the proceeding?		
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	There is nothing that would prohibit this in the legislation or implementing regulations.
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	No	A summary would suffice, there is no need to identify all the evidence submitted. Please see article 42(2) “ <i>a summary of the arbitration agreement and of the parties' statements, pleadings, and documents; a summary of the expert report (if any)</i> ”.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	No	No format is required in the law or the implementing regulations
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	All evidence and documents submitted must be referred to in the reasoning.
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	There is nothing that prohibits it in the legislation nor implementing regulations.
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	No	No such requirement is given in the legislation or implementing regulations.
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?		
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?	Yes	The authorities cited are presented and discussed in the reasoning.
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	There is nothing that would prohibit this in the legislation or implementing regulations.

XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	No such requirements mentioned in the legislation or implementing Regulations.
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)?	Yes	There is nothing to prevent such references being made.
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	No	No such requirements are mentioned in the legislation nor the implementing regulations.
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	Article 42 requires only a summary of the expert's report; no explicit reference is made to witnesses, but there is nothing prohibiting such a summary.
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?		
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	Nothing is mentioned in the legislation nor regulations that would prohibit this.
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	Yes	Judicial precedents within the same jurisdiction may be referred to in relation to the substantive law.
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	There is nothing to prohibit this in the legislation or regulations.
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	Judicial precedents within the same jurisdiction may be referred to in relation to the substantive law.
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	There is nothing within the legislation or implementing regulations that would prohibit this.

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	There is nothing to prohibit this in the legislation or regulations.
XVI. Use of annexes and diagrams		(Yes/No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	There is nothing to prohibit this in the legislation or regulations.
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	There is nothing to prohibit this in the legislation or regulations.
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	Although not prohibited, these tools are rarely used and are only used where necessary.
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 are no restrictions in this regard in the legislation or regulations.
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	<p>If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed</p>	<p>The award must only rule on matters included in the arbitration agreement (article 50(1)(f)).</p> <p>The award must not violate Sharia law and public order/policy in the Kingdom (article 50(2)).</p> <p>The SCCA Arbitration Rules provide a specific protocol governing the Online Dispute Resolution (ODR) Arbitration Final Awards. It is required that the arbitrator issues the final award within 30 days of their appointment, the final award must state the reasons upon which it is based, the arbitrator must submit a draft of the final award to the SCCA to be reviewed as to its form, only then can the award be signed by the Arbitrator. The final award will be communicated by the SCCA using the ODR Platform.</p>
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