

# IBA ARBITRATION COMMITTEE

## Sub Committee on recognition and enforcement of arbitral awards

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

#### Authors

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21 July 2023

TUNISIA			
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 Tunisian Arbitration Code is largely inspired by the UNCITRAL Model Law.
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	According to the Tunisian Arbitration Code, arbitration is necessarily based on an arbitration agreement between the parties (Articles 1 and 2 of the Tunisian Arbitration Code). Pursuant to Article 2 of the Tunisian Arbitration Code, an arbitration agreement can take the form of (i) an arbitration clause (" <i>clause compromissoire</i> ") or (ii) a submission agreement (" <i>compromis</i> ").
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	All the information that the award must contain is set out, for international arbitration, in Article 75 of the Tunisian Arbitration Code, and for domestic arbitration, in Article 30 of the Tunisian Arbitration Code in combination with Article 123 of the Tunisian Code of Civil and Commercial Procedures (which is generally considered to apply equally to international arbitration). These provisions do not <i>stricto sensu</i>

			require the arbitration agreement to be transcribed into the award. However, this is customary and recommended.
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No	<p>All the information that the award must contain is set out, for international arbitration, in Article 75 of the Tunisian Arbitration Code, and for domestic arbitration, in Article 30 of the Tunisian Arbitration Code in combination with Article 123 of the Tunisian Code of Civil and Commercial Procedures (which is generally considered to apply equally to international arbitration). These provisions do not contain any obligation to attach the arbitration agreement to the award.</p> <p>However, pursuant to Article 80(2) of the Tunisian Arbitration Code, the party relying on an award or applying for its enforcement shall present, in addition to the award itself, the original arbitration agreement or a duly certified copy.</p>
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	According to Article 80(2) of the Tunisian Arbitration Code, if a party is relying on an award or seeking its enforcement, it is sufficient to present, in addition to the award itself, a duly certified copy of the arbitration agreement (see I.2.b above).
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	No	For instance, in international arbitration, pursuant to Article 61(3) of the Tunisian Arbitration Code, the arbitral tribunal may rule on its jurisdiction in a “ <i>partial award</i> ”.

I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	NA	
I.4	<b>Does the award must comply with certain minimal formal requirements?</b>	Yes	<p><u>International arbitration:</u></p> <p>Pursuant to Article 75 of the Tunisian Arbitration Code, the award shall (i) be in writing, (ii) be signed by the arbitrator(s) (in arbitral proceedings with more than one arbitrator, the signatures of the majority of the members of the arbitral tribunal shall suffice), (iii) state the reasons upon which it is based, and (iv) specify the date and the place of arbitration. Furthermore, a copy of the award signed by the arbitrator(s) must be delivered to each party. It should also be noted that Article 123 of the Tunisian Code of Civil and Commercial Procedures, which provides for several mandatory mentions (see below), is generally considered to apply to international arbitration.</p> <p><u>Domestic arbitration:</u></p> <p>Pursuant to Article 30 of the Tunisian Arbitration Code, the award must be signed by the arbitrator(s), or mention that one or more arbitrator(s) refused or could not sign the award. The award is valid if it is signed by a majority of the arbitrators or, in the absence of a majority, by the president of the tribunal. Moreover, according to Article 123 of the Tunisian Code of Civil and Commercial Procedures (to which Article 30(1) of the Arbitration Code refers), the award must contain, <i>inter alia</i>, the following indications: (i) the tribunal that issued the award (notably the name(s) of the arbitrator(s)), (ii) the respective names, capacities and addresses of the parties, (iii) the subject-matter of the dispute, (iv) a summary of the parties' claims, (v) the reasons for the award as well as the findings and the date of the award.</p>

I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	No	<p>However, it should be borne in mind that, according to Article 80(2) of the Tunisian Arbitration Code, the party relying on an award or applying for its enforcement shall present the authenticated original award or a duly certified copy thereof.</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	<p><u>International arbitration:</u></p> <p>According to Article 75(1) of the Tunisian Arbitration Code, an international arbitral award shall be made in writing.</p> <p><u>Domestic arbitration:</u></p> <p>The Tunisian Arbitration Code does not expressly indicate whether a domestic arbitral award must be in writing. However, Article 30(2) thereof provides that such award must be signed by the arbitrator(s), which implicitly means that the award must be in writing.</p>
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	Yes	<p><u>International arbitration:</u></p> <p>Pursuant to Article 75(2) of the Tunisian Arbitration Code, the award must "<i>state the reasons upon which it is based, unless the parties agree otherwise, or in the case of an award on agreed terms under Article 15 of the [Tunisian Arbitration Code]</i>".</p> <p><u>Domestic arbitration:</u></p> <p>As indicated above (see I.4), Article 30(1) of the Tunisian Arbitration Code refers to Article 123 of the Tunisian Code of Civil and Commercial Procedure, under which the award must indicate, <i>inter alia</i>, the factual and legal reasoning on which it is based. The Tunis Court of Appeal has confirmed that an arbitral award must state the reasons on which it is based, whether the arbitration is international or domestic, and whether the award is rendered in law or in equity (A.</p>

			Ouerfelli, <i>L'arbitrage dans la jurisprudence tunisienne</i> , LGDJ, Editions Latrach, 2010, para. 917, citing Tunis Court of Appeal, 4 May 1999, Case No. 40).
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?	<b>Yes</b>	Pursuant to Article 75(3) of the Tunisian Arbitration Code, the award shall indicate the place of arbitration.
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	<b>Yes</b>	Pursuant to Article 75(3) of the Tunisian Arbitration Code, the award shall state its date.
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
<b>I.5</b>	<b>Are partial awards permitted?</b>	<b>Yes</b>	
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?		A partial award may be issued where the arbitral tribunal rules solely on its jurisdiction.
<b>I.6</b>	<b>Are rectificative or interpretative additional awards permitted?</b>	<b>Yes</b>	<p><u>International arbitration:</u></p> <p>Article 77 of the Tunisian Arbitration Code allows for rectificative, interpretative or additional awards as follows:</p> <ul style="list-style-type: none"> <li>• The Tribunal may correct, <i>ex officio</i>, any clerical, computational or material error in the award (Article 77(1) of the Tunisian Arbitration Code);</li> <li>• At the request of a party and after notification to the other party, the tribunal may carry</li> </ul>

		<p>out the following operations:</p> <ul style="list-style-type: none"> <li>- correct any clerical, computational or material error in the award;</li> <li>- interpret a specific part of the award;</li> <li>- render an additional award on a claim omitted in the initial award (Article 77(2) of the Tunisian Arbitration Code).</li> </ul> <p><u>Domestic arbitration:</u></p> <p>Articles 34 to 38 of the Tunisian Arbitration Code allow for rectificative, interpretative or additional awards as follows:</p> <ul style="list-style-type: none"> <li>• The arbitral tribunal may, <i>ex officio</i>, correct any clerical, computational or material error in the award (Article 34 of the Tunisian Arbitration Code);</li> <li>• At the request of a party within 20 days of service of the award, and after notification to the other party, the tribunal (or the president of the competent jurisdiction if the arbitral tribunal is unable to reconvene, see Article 37(2) of the Tunisian Arbitration Code) may carry out the following operations: <ul style="list-style-type: none"> <li>- correct any clerical, computational or material errors in the award;</li> <li>- interpret a specific part of the award;</li> <li>- render an additional award relating to a claim omitted in the initial award (Articles 35(1) and</li> </ul> </li> </ul>
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			<p>37(1) of the Tunisian Arbitration Code).</p> <p>It should be noted that if the initial award is spontaneously executed (Article 36(1) of the Tunisian Arbitration Code), or if the award can still be appealed (Article 36(2) of the Tunisian Arbitration Code), the parties cannot obtain a rectificative, interpretative or additional award.</p>
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?		<p><u>International arbitration:</u></p> <p>In cases where the tribunal renders, <i>ex officio</i>, a rectificative award, the deadline to render such award is 30 days from the date of the issuance of the award (Article 77(1) of the Tunisian Arbitration Code). In cases where a party requests a rectificative, interpretative or additional award, the tribunal must render such award within 30 days (for a rectificative or interpretative award) or 60 days (for an additional award) of the date on which it received the request. The tribunal may, if necessary, extend the delay for making an interpretative or additional award (Article 77(2) of the Tunisian Arbitration Code).</p> <p><u>Domestic arbitration:</u></p> <p>In cases where the tribunal renders, <i>ex officio</i>, a rectificative award, the deadline to render such award is 20 days from the date of the issuance of the award (Article 34 of the Tunisian Arbitration Code). In cases where a party requests a rectificative, interpretative or additional award, the tribunal (or the president of the competent jurisdiction if the arbitral tribunal is unable to reconvene, see Article 37(2) of the Tunisian Arbitration Code) must render such award within 30 days of the date on which it received the request</p>

			(Articles 35(1) and 37(1) of the Tunisian Arbitration Code).
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?	<b>Yes</b>	<p><u>International arbitration:</u></p> <p>Article 77(3) of the Tunisian Arbitration Code provides that an award made in one of the cases set out in this Article is an integral part of the initial award.</p> <p><u>Domestic arbitration:</u></p> <p>The same applies to domestic arbitration (Article 35(2) of the Tunisian Arbitration Code).</p>
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?	<b>NA</b>	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		A rectificative award can be issued in cases of clerical, computational or material errors in the initial award (for domestic arbitration, see Articles 34 and 35(1) of the Tunisian Arbitration Code; for international arbitration, see 77(1) and (2) of the Tunisian Arbitration Code).
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?		<p><u>International arbitration:</u></p> <p>The arbitral tribunal can "<i>interpret a specific part of the award</i>", if a party requests such interpretation, and after notification to the other party (Article 77(2) of the Tunisian Arbitration Code).</p> <p><u>Domestic arbitration:</u></p> <p>The arbitral tribunal can "<i>interpret a specific part of the award</i>", if a party requests such interpretation within 20 days of service of the award, and after notification to the other party, (Article 35(1) of the Tunisian Arbitration Code). If the arbitral tribunal is unable to reconvene, such interpretative award is rendered by the president of the competent jurisdiction (Article 37(2) of the Tunisian Arbitration Code).</p>



			However, the parties cannot obtain an interpretative award if the initial award is spontaneously executed (Article 36(1) of the Tunisian Arbitration Code), or if the award can still be appealed (Article 36(2) of the Tunisian Arbitration Code).
I.7	Are interim or preliminary awards permitted?	Yes	In addition to “ <i>partial awards</i> ” on jurisdiction that may be issued, the arbitral tribunal may, at the request of a party, order interim or conservatory measures pursuant to Article 62 of the Tunisian Arbitration Code. According to Tunisian doctrine, those measures may take the form of an interim 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?	No	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	No	
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	
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 Tunis Court of Appeal has ruled that interim awards “<i>are not enforceable because they do not settle the dispute and do not rule on the merits</i>” (Tunis Court of Appeal, Case No. 83, 8 May 2001, unpublished, mentioned by A. Ouerfelli, “The Role of the Judiciary in the Creation of Arbitration Rules” in <i>La passion du Droit-Mélanges en l'Honneur du Professeur Mohamed Larbi Hachem</i>, CPU eds., Tunis 2006, p. 962).</p> <p>However, according to Tunisian doctrine, since Articles 79 and 82 of the Tunisian Arbitration Code do not differentiate between final and interim awards, interim awards should be enforceable (see notably, A. Ouerfelli, 'National Report for Tunisia (2009 through 2022)', in Lise Bosman (ed), <i>ICCA International</i></p>

			<i>Handbook on Commercial Arbitration</i> , ICCA & Kluwer Law International 2023, Supplement No. 120, February 2022), pp. 1 - 76, spec. p. 44).
I.8	<b>Are awards by consent accepted?</b>	<b>Yes</b>	
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	<b>Yes</b>	
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.		<p>Pursuant to Article 15(1) of the Tunisian Arbitration Code, the arbitral tribunal may render an award by consent if: (i) during the arbitral proceedings, the parties agree to settle their dispute, (ii) the parties request such award by consent, and (iii) the tribunal has no objection to such request.</p> <p>In accordance with Article 15(2) of the Tunisian Arbitration Code, the award by consent must comply with the provisions of Article 30 or Article 75 of said Code (depending on whether the arbitration is domestic or international, see I.4 above) and specify that it is an award.</p>
I.9	<b>Are default awards accepted?</b>	<b>Yes</b>	Article 70(2) and (3) of the Tunisian Arbitration Code allows for default awards in cases where the defendant, without legitimate reason, fails to present his statement of defense, and where one of the parties fails, without legitimate reason, to appear at a hearing or to present its case.
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?	<b>No</b>	Tunisian arbitration law does not indicate whether such award should be rendered in the form of a partial, final or interim award.
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?	<b>No</b>	See 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?	<b>No</b>	See above.
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	<b>Yes</b>	Tunisian arbitration law only requires the party in default to be duly notified.
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?	<b>Yes</b>	Although Tunisian arbitration law does not expressly require the award to contain such description, it is advisable to document such efforts in the award, notably to strengthen its validity in case of a challenge before the Tunisian courts based on Article 78(2)(I)(b) of the Tunisian Arbitration Code.
<b>I.10</b>	<b>Is there a time limit requirement to render the award?</b>	<b>No</b>	<p>Tunisian arbitration law does not prescribe a time limit requirement to render the award in international arbitration. However, such requirement may be imposed by the rules of the arbitral institution chosen by the parties, as the case may be.</p> <p>For the sake of completeness, it should be noted that, in domestic arbitration, if a time limit has been set to render the award, such time limit starts from the date when the arbitrator or the last of the arbitrators accepts its assignment (Article 24(1) of the Tunisian Arbitration Code). If no time limit has been set, the award shall be rendered as soon as possible, and in any event within a period not exceeding six months (Article 24(2) of the Tunisian Arbitration Code).</p>
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.		See I.10 above.
<b>I.11</b>	<b>Are arbitrators required to meet certain qualifications?</b>	<b>Yes</b>	
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.		Pursuant to Article 10(1) of the Tunisian Arbitration Code, an arbitrator shall be a natural person of legal age, who is competent and who

			enjoys all his/her civil rights. Moreover, judges and public officials may act as arbitrators provided that they do not fail in their main duties and that they obtain prior authorization from the competent authority (Article 10(3) of the Tunisian Arbitration Code).
<b>II. Language</b>			
<b>II.1</b>	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	<b>Yes</b>	Pursuant to Article 67(1) of the Tunisian Arbitration Code, the parties are free to agree on the language(s) to be used in the arbitral proceedings. Failing such agreement, the arbitral tribunal determines the language(s) to be used in the proceedings. This agreement or determination, unless otherwise specified in the arbitration agreement, applies to any award issued by the arbitral tribunal.
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?	<b>Yes</b>	<p>The award should be issued in all of the languages chosen by the parties for the arbitral proceedings, unless otherwise agreed by the parties (Article 67(1) of the Tunisian Arbitration Code).</p> <p>According to Y. Knani, the use of two languages in the proceedings should be avoided as much as possible, notably in order to prevent the subsequent drafting of an award in two different languages, thereby creating new difficulties in the event of discrepancies between the two versions (Y. Knani, “Aspects juridiques de la langue de l’arbitrage”, <i>Rev. arb.</i> 2020, pp. 1049 - 1083, spec. p. 1063).</p>
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?	<b>NA</b>	

II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	NA	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	
II.2	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	Yes	According to Article 67(1) of the Tunisian Arbitration Code, the language of the proceedings, and therefore of the award, is determined by the will of the parties. If the parties remain silent on the language of the arbitration, it is for the arbitral tribunal to determine it by taking into account various circumstances may be taken into consideration in order to determine such language of the proceedings, such as the language of the contract, the language of the place where the contract is executed, and the law applicable to the merits (see notably, Y. Knani, “Aspects juridiques de la langue de l’arbitrage”, <i>Rev. arb.</i> 2020, pp. 1049 - 1083, spec. pp. 1060 - 1063).
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	Yes	According to Tunisian doctrine, and in line with customary practice in international arbitration, arbitrators who do not master the language of the arbitration should not accept their assignment. If they do, they should be assisted by an interpreter (Y. Knani, “Aspects juridiques de la langue de l’arbitrage”, <i>Revue de l'Arbitrage</i> , Comité Français de l'Arbitrage 2020, Volume 2020 Issue 4, pp. 1049 - 1083, spec. p. 1062). The language of the award should therefore 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?	<b>No</b>	The language of the award does not necessarily have to be linked 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?	<b>No</b>	The language of the award does not necessarily have to be linked 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?	<b>No</b>	See II.2.b above.
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?	<b>No</b>	The arbitrators are not bound to take into consideration the language of the correspondence between the parties. However, such criterion may be taken into account at the beginning of the arbitration for the determination of the language of the proceedings as a whole (and therefore ultimately of the award).
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?	<b>No</b>	The arbitrators may, but are not bound, to take into consideration the place where the award is most likely to be enforced for language purposes.
II.3	<b>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)?</b>	<b>Yes</b>	Pursuant to Article 67(1) of the Tunisian Arbitration Code, the proceedings can be conducted in one or more languages, which also applies to the award.
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?	<b>NA</b>	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	<b>NA</b>	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	<b>NA</b>	

II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text ( <i>ie. sworn translator</i> )?	NA	
<b>III. Signature, date and place</b>			
III.1	<b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>	No	Tunisian arbitration law recognizes the legal value of electronic documents and electronic signature, notably in Article 453(2) of the Tunisian Code of Obligations and Contracts, which allows for the electronic signature of a document, provided that a reliable identification process guaranteeing the link between the signature and the document is used.
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	No	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	
III.2	<b>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)?</b>	Yes	Pursuant to Article 75(1) of the Tunisian Arbitration Code, the signatures of the majority of the members of the arbitral tribunal shall suffice, provided that the reason for the omission of the other signatures is stated.

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?	<b>Yes</b>	See III.2 above.
<b>III.3</b>	<b>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?</b>	<b>Yes</b>	Article 75(1) of the Tunisian Arbitration Code only requires the award to be signed by “ <i>the arbitrator or the arbitrators</i> ” and does not exclude the signature of the award by a dissenting arbitrator.
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?	<b>No</b>	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	<b>No</b>	
<b>III.4</b>	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	<b>No</b>	Pursuant to Article 75(1) of the Tunisian Arbitration Code, the signatures of the majority of the members of the arbitral tribunal shall suffice, provided that the reason for the omission of the other signatures is stated.
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?	<b>No</b>	Pursuant to Article 74(2) of the Tunisian Arbitration Code, it is only in case of absence of majority that the president of the arbitral tribunal may issue an award according to its own opinion with its sole signature.
<b>III.5</b>	<b>Is initialling of all the pages of the award required?</b>	<b>No</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	<b>Yes</b>	



III.6	<b>In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?</b>	<b>No</b>	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	<b>Yes</b>	
III.7	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	<b>No</b>	See III.1 above.
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?	<b>Yes</b>	
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)?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>No</b>	
III.8	<b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>	<b>No</b>	See III.1 above.
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	<b>NA</b>	
III.9	<b>Is it required for the arbitral award to bear the date?</b>	<b>Yes</b>	Pursuant to Article 75(3) of the Tunisian Arbitration Code, the award must contain the date of its issuance.
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>NA</b>	

III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	Tunisian arbitration law does not impose the use of a specific format for the date of the award.
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/month/year)?		See III.9.h above.
III.10	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>	No	
III.11	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	Yes	Tunisian arbitration law does not expressly prohibit the arbitrators to choose the date on which their award will become effective, which is different from the date of the arbitral award.
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	NA	
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NA	

III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	<b>Yes</b>	Pursuant to Article 75(3) of the Tunisian Arbitration Code, the award must state the seat (or place) of arbitration (as determined pursuant to Article 65 of the same Code).
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?	<b>NA</b>	
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?	<b>NA</b>	
III.13	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	<b>No</b>	However, it is customary to do so in institutional arbitration. It may also be necessary for the purposes of enforcing the award in Tunisia which requires producing an authenticated original of the award or a <u>duly certified</u> copy thereof (Article 80(2) of the Tunisian Arbitration Code).
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	<b>NA</b>	
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.)?	<b>NA</b>	
III.14	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	<b>No</b>	However, it is customary to do so in institutional arbitration.
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.)?	<b>NA</b>	
<b>IV. Notification of the award</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
IV.1	<b>Are there any specific required means for the notification of the award?</b>	<b>No</b>	Article 75(4) of the Tunisian Arbitration Code simply states that a copy of the award, signed by the arbitrator(s), must be delivered to the parties. There are no other specific

			<p>legal requirements for the notification of the award.</p> <p>Contrary to domestic arbitration (Article 33 of the Tunisian Arbitration Code), in international arbitration, arbitrators do not have to deposit the award in the office of the clerk of a local court. However, an author indicates that “<i>in practice, certain arbitral tribunals have deposited their awards in the office of the clerk of the Tunis Court of Appeal</i>”, and that there is no time limit for doing so, “<i>since the deposit itself is voluntary</i>” (A. Ouerfelli, 'National Report for Tunisia (2009 through 2022)', in Lise Bosman (ed), <i>ICCA International Handbook on Commercial Arbitration</i>, ICCA &amp; Kluwer Law International 2023, Supplement No. 120, February 2022, pp. 1 - 76, spec. p. 54).</p>
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NA	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.2	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	Yes	
IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	No	
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	Yes	<p>The Tunisian Arbitration Code does not specify who must notify the award to the parties in international arbitration. Article 75(4) of the Tunisian Arbitration Code merely provides that a copy of the award, signed by the arbitrator(s), must be delivered to the parties.</p>

IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	<b>No</b>	Tunisian arbitration law does not require arbitrators to notify the award to the parties themselves in institutional arbitration. Such issue will be governed by the rules of the arbitral institution chosen by the parties.
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?	<b>Yes</b>	Tunisian arbitration law does not prevent arbitrators from notifying the award to the parties themselves in institutional arbitration. Such issue will be governed by the rules of the arbitral institution chosen by the parties.
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	<b>No</b>	Article 75(4) of the Tunisian Arbitration Code only mentions “ <i>a copy of the award signed by the arbitrator(s) pursuant to paragraph 1 of the present article</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)?	<b>NA</b>	
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?	<b>NA</b>	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	<b>NA</b>	
IV.6	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
IV.7	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	<b>No</b>	This rule only exists in domestic arbitration (Article 33(2) of the Tunisian Arbitration Code). In

			international arbitration, it is not mandatory for arbitrators to deposit the award in the office of a clerk of the court of the seat. However, in practice, certain international arbitral tribunals deposit their awards in the office of the clerk of the Tunis Court of Appeal.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	
IV.8	<b>Is it required for the notification of the award to be made by international courier?</b>	No	
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	
IV.9	<b>Is it required for the notification of the award to be made by public postal services?</b>	No	
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	

IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	<b>Yes</b>	
IV.10	<b>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?</b>	<b>No</b>	However, the rules of the arbitral institution chosen by the parties, if any, may provide for a different requirement.
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?	<b>Yes</b>	Subject to the institutional rules chosen by the parties, if any.
IV.11	<b>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?</b>	<b>No</b>	
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> ?	<b>NA</b>	
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.	<b>NA</b>	
IV.12	<b>Is there any time limit established for notification purposes?</b>	<b>No</b>	Contrary to domestic arbitration, where the award has to be deposited within fifteen days from the date of its issuance (Article 33 of the Tunisian Arbitration Code), there is no time limit in international arbitration.
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.	<b>NA</b>	
IV. 12	<b>Are there any additional specific local requirements for the notification of the award?</b>	<b>No</b>	In international arbitration, there are no specific local requirements for the notification of the award. Such requirements exist, however, for domestic arbitration (see Article 33 of the Tunisian Arbitration Code).

IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	
<b>V. Confidentiality</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
V.1	<b>Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?</b>	Yes	The secrecy of deliberations is a fundamental principle under Tunisian law.
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	NA	
V.2	<b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>	Yes	The secrecy of deliberations is a fundamental principle under Tunisian law.
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?	NA	
V.3	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	Yes	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	Yes	
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.		<p>Tunisian arbitration law contains no express legal provisions on confidentiality. However, there is an implied duty of confidentiality, which the arbitrators or the arbitral institution have to comply with when notifying the award.</p> <p>As a general principle, for an award to be published, the parties need to consent to such publication. Exceptionally, awards may be published in cases where the publication serves the public interest (A. Ouerfelli, 'National Report for Tunisia (2009 through 2022)', in Lise Bosman (ed), <i>ICCA International Handbook on Commercial Arbitration</i>, ICCA &amp; Kluwer Law</p>



			International 2023, Supplement No. 120, February 2022, pp. 1 - 76, spec. p. 59).
V.4	<b>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</b>	No	
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.5	<b>Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?</b>	No	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.6	<b>Does the award need to explicitly provide if it is (or not) of confidential nature?</b>	No	
<b>VI. Secretary of the Arbitral Tribunal</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
VI.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	Yes	There are no legal provisions on the secretary of the arbitral tribunal in Tunisian law, but it is customary for arbitral tribunals to be assisted by a secretary.
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	In Tunisian arbitration law, the composition of the arbitral tribunal is strictly regulated. An irregularity such as the participation of the secretary of the tribunal to the decision making process would constitute a ground for annulment of the award (see Article 78(2)(I)(d) of the Tunisian Arbitration Code).

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)?	<b>Yes</b>	
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.		The role of the tribunal's secretary must be purely administrative and designed to facilitate the work of the tribunal (for instance, preparing draft correspondence or summaries of the parties' submissions, organizing the hearing, etc.).
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.	<b>No</b>	However, the rules of the arbitral institution chosen by the parties, if any, may contain specific provisions on this issue (see notably the Note to Parties and Arbitral Tribunals on the conduct of the arbitration under the ICC Rules of Arbitration, Section XX).
VI.2	<b>Is it required for the award to state the name of the arbitral tribunal secretary?</b>	<b>No</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>NA</b>	
VI.3	<b>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?</b>	<b>No</b>	
<b>VII. Content of the award</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
VII.1	<b>Is it mandatory to state within the award the reasons upon which the award is based?</b>	<b>Yes</b>	Article 75(2) of the Tunisian Arbitration Code provides that the award shall state the reasons upon

			which it is based, unless the parties have agreed otherwise or the award is an award by consent under Article 15 of the same Code (see also A. Ouerfelli, <i>L'arbitrage dans la jurisprudence tunisienne</i> , LGDJ, Editions Latrach, 2010, paras 892 <i>et seq.</i> ).
VII.2	<b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>	<b>Yes</b>	
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?	<b>Yes</b>	
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?	<b>No</b>	It should be noted that the parties may indicate their legal representatives' address as their own.
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?	<b>No</b>	However, it is customary and recommended to do so (see I.2.a above).
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?	<b>No</b>	Article 75(3) of the Tunisian Arbitration Code provides that the arbitral award shall contain “ <i>the place of arbitration determined under Article 65 of the present Code</i> ”. However, it is not expressly required for the award to indicate how the place of arbitration was determined.
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?	<b>No</b>	
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?	<b>No</b>	However, in the event the law or rules applicable to the arbitration agreement are in dispute, it would be required for the award to indicate such law or rules pursuant to Article 123 of the Tunisian Code of Civil and Commercial Procedure.

VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	NA	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	NA	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	Yes	Pursuant to Article 75(2) of the Tunisian Arbitration Code, the award shall state the reasons upon which it is based, unless otherwise agreed or if the award is an award by consent. As part of this obligation to provide the reasons for the award, the Tunis Court of Appeal specified that the arbitral tribunal must indicate the legal grounds supporting its award (Tunis Court of Appeal, 2 November 1999, Ruling No. 43, unpublished, cited by A. Ouerfelli, 'Arbitration in Tunisia', in Dongchuan Luo, Jalal El Ahdab, et al., <i>Arbitration with the Arab Countries</i> , Kluwer Law International 2011, p. 761), unless the tribunal acts <i>ex aequo et bono</i> .
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	No	
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	No	
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	No	
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	No	
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	NA	

VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	<b>NA</b>	
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?	<b>NA</b>	
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?	<b>No</b>	The award shall however contain the identity of each arbitrator.
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>NA</b>	
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)?	<b>No</b>	

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?	<b>NA</b>	
<b>VII.3</b>	<b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>	<b>Yes</b>	
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	
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?	<b>No</b>	However, to the extent that those applications are part of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions, such applications should appear in the award in light of Article 123 of the Code of Civil and Commercial Procedure.
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?	<b>No</b>	
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?	<b>Yes</b>	Pursuant to Article 123 of the Code of Civil and Commercial Procedure - which is generally considered to apply to arbitration, whether domestic or international - the award must contain a summary of the parties' position. According to the Tunis Court of Appeal, this includes the parties' statements, their arguments, their evidence and their claims (Tunis Court of Appeal, 6 July 1999, <i>Sté Saida</i> , Case No. 42).
<b>VII.4</b>	<b>If the award follows a prior award, is it required for the newer award to make reference to the prior award?</b>	<b>Yes</b>	

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?	No	
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?	No	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NA	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	<b>Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?</b>	No	However, Article 75(2) of the Tunisian Arbitration Code requires the award to state the reasons upon which it is based. Thus, if the arbitral tribunal's jurisdiction is challenged, the award must contain the grounds upon which the tribunal has upheld or declined jurisdiction.
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?	Yes	Such objections are part of the parties' positions, which must be mentioned in the award pursuant to Article 123 of the Code of Civil and Commercial Procedure.
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?	Yes	This is part of the general obligation of the arbitral tribunal to state the reasons upon which the award is based (Article 75(2) of the Tunisian Arbitration Code).
VII.6	<b>Is it required for the award to recite the parties' request for relief?</b>	Yes	A party's request for relief is part of that party's position, which must be mentioned in the award pursuant to Article 123 of the Code of Civil and Commercial Procedure.

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?	<b>Yes</b>	
VII.7	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	<b>Yes</b>	Pursuant to Article 123 of the Code of Civil and Commercial Procedure - which is generally considered to apply to arbitration, whether domestic or international -, the subject of the dispute must be mentioned in the award. The issues to be decided by the tribunal must therefore be indicated in the award.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	<b>No</b>	Tunisian law does not expressly require such indication, but it is recommended.
VII.8	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	<b>Yes</b>	The obligation to summarize the relevant facts of the dispute is included in the general obligation for arbitrators to state the reasons upon which the award is based (Article 75(2) of the Tunisian Arbitration Code). Indeed, according to A. Ouerfelli, in order to verify that the arbitral tribunal complied with its obligations, the award must mention the relevant facts of the case, a summary of the parties' positions and the factual and legal reasons for the award (A. Ouerfelli, <i>L'arbitrage dans la jurisprudence tunisienne</i> , LGDJ, Editions Latrach, 2010, para. 924).
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?	<b>Yes</b>	A mention of whether the relevant facts are agreed or disputed is part of the general indication of the parties' positions, which must be mentioned in the award pursuant to Article 123 of the Code of Civil and Commercial Procedure.
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?	<b>Yes</b>	This is part of the general obligation of the arbitral tribunal to state the reasons upon which the award is based (Article 75(2) of the Tunisian Arbitration Code). This includes both factual and legal reasons (see A.



			Ouerfelli, <i>L'arbitrage dans la jurisprudence tunisienne</i> , LGDJ, Editions Latrach, 2010, para. 924).
VII.9	<b>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?</b>	<b>Yes</b>	Article 123 of the Tunisian Code of Civil and Commercial Procedure - which is generally considered to apply to arbitration, whether domestic or international - makes it mandatory for a judgement or award to include a summary of the parties' positions.
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)?	<b>No</b>	
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?	<b>Yes</b>	It is, however, sufficient to include a summary of the parties' positions (A. Ouerfelli, <i>L'arbitrage dans la jurisprudence tunisienne</i> , LGDJ, Editions Latrach, 2010, paras 884, 885).
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?	<b>No</b>	
VII.10	<b>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?</b>	<b>Yes</b>	
VII.11	<b>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?</b>	<b>Yes</b>	This is included in the general obligation to state the reasons upon which the award is based (Article 75(2) of the Tunisian Arbitration Code).
VII.12	<b>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?</b>	<b>Yes</b>	
VII.13	<b>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?</b>	<b>Yes</b>	

VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	No	
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	<b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>	No	
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
<b>VIII. Reasoning and findings</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
VIII.1	<b>Is it required for the award to contain the arbitral tribunal's reasoning?</b>	Yes	Pursuant to Article 75(2) of the Tunisian Arbitration Code, the award shall state the reasons upon which it is based, unless the parties have agreed otherwise or the award is an award by consent. The obligation for the award to contain the tribunal's reasoning also exists in domestic arbitration (see Article 30 of the Tunisian Arbitration Code, which refers to Article 123 of the Code of Civil and Commercial Procedure).
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	Yes	
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.		According to A. Ouerfelli, " <i>it is not required that the reasoning be exhaustive and reply to all the points raised by the parties. The arbitral tribunal has only the duty to reply to the essential points and arguments</i> " (A. Ouerfelli, 'National Report for Tunisia (2009 through 2022)', in Lise Bosman (ed), <i>ICCA International Handbook on Commercial Arbitration</i> , ICCA & Kluwer Law International 2023, Supplement No. 120, February 2022, pp. 1 - 76, spec. p. 65).

			However, the reasons “ <i>should be persuasive, consistent, rational and rooted in the evidence on record and grounded in the legal norms governing the merits</i> ” (Mohamed S. Abdel Wahab, 'Chapter 2: Judicial Review and Reasoning of Arbitral Awards: Perspectives from Africa and the Arab World', in Antonio Crivellaro and Mélida Hodgson (eds), <i>Explaining Why You Lost: Reasoning in Arbitration</i> , Dossiers of the ICC Institute of World Business Law, Volume 18, 2020, pp. 29 - 30, citing Tunis Court of Appeal, 10 February 1998, Decision No. 25).
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?	<b>Yes</b>	See VIII.1.b above.
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	<b>Yes</b>	See VIII.1.b above. The tribunal must address at least the “ <i>essential points and arguments</i> ” of the parties.
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	<b>No</b>	The award may not be issued without reasons, unless the parties have agreed otherwise or the award is an award by consent (see VIII.1 above).
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	<b>Yes</b>	Pursuant to Article 73(3) of the Tunisian Arbitration Code, the arbitral tribunal may decide <i>ex aequo et bono</i> only if the parties have expressly authorized it to do so.
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	<b>Yes</b>	
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> ?	<b>Yes</b>	
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?		This is permitted to the extent that the underlying legal issues have been discussed between the parties.

<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
<b>IX.1</b>	<b>Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?</b>	<b>Yes</b>	This is required under to Article 123 of the Tunisian Code of Civil and Commercial Procedure, which is generally considered to apply to arbitration, whether domestic or international.
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)?	<b>No</b>	
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.	<b>NA</b>	
<b>IX.2</b>	<b>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)?</b>	<b>No</b>	However, it is customary and recommended.
<b>IX.3</b>	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	<b>Yes</b>	
<b>IX.4</b>	<b>Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?</b>	<b>Yes</b>	
<b>IX.5</b>	<b>Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?</b>	<b>Yes</b>	
<b>IX.6</b>	<b>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?</b>	<b>No</b>	
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.	<b>NA</b>	
<b>X. Dissenting and separate opinions</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>

X.1	<b>Is it allowed for the arbitrators to write a dissenting or separate opinion?</b>	<b>Yes</b>	Dissenting opinions are neither allowed nor disallowed under the Tunisian Arbitration Code. A. Ouerfelli specifies that “ <i>the principle of preserving the deliberations’ secrecy is not a sacred principle. A dissenting opinion may be issued under agreed arbitration rules or a specific agreement of the parties.</i> ” (A. Ouerfelli, 'National Report for Tunisia (2009 through 2022)', in Lise Bosman (ed), <i>ICCA International Handbook on Commercial Arbitration</i> , ICCA & Kluwer Law International 2023, Supplement No. 120, February 2022, pp. 1 - 76, spec. p. 45).
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?	<b>No</b>	There are no legal provisions in Tunisian Law on dissenting opinions and therefore no such requirement. However, the agreed arbitration rules or the agreement of the parties under which the dissenting opinion is issued may provide otherwise. See X.1 above.
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?	<b>No</b>	See X.1.a above.
X.2	<b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>	<b>No</b>	
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?	<b>No</b>	
X.3	<b>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?</b>	<b>No</b>	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	<b>NA</b>	

<b>XI. Reservation of issues</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
<b>XI.1</b>	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	<b>Yes</b>	
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	<b>No</b>	
<b>XII. Style and length</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
<b>XII.1</b>	<b>It is required for footnotes and citations in the award to be presented in a specific style?</b>	<b>No</b>	
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.	<b>NA</b>	
<b>XII.2</b>	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	<b>Yes</b>	
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?	<b>No</b>	
<b>XII.3</b>	<b>Are there any restrictions or requirements as to the length of the award?</b>	<b>No</b>	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	<b>NA</b>	
<b>XIII. Award of costs</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
<b>XIII.1</b>	<b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>	<b>No</b>	
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?	<b>Yes</b>	In a Report on Decisions on Costs in International Arbitration, the ICC Commission concluded that Tunisia is one of the countries where “tribunals are likely to consider the

			<i>reasonableness of the costs incurred when making an award on costs” (ICC Commission Report, Decisions on Costs in International Arbitration, ICC Dispute Resolution Bulletin, 2015, Issue 2, p. 47).</i>
XIII.2	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	<b>No</b>	
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?	<b>Yes</b>	
XIII.3	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	<b>No</b>	
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?	<b>Yes</b>	
XIII.4	<b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>	<b>No</b>	
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?	<b>Yes</b>	It is customary to do so by analogy with Article 128 of the Code of Civil and Commercial Procedure which provides that the unsuccessful party shall be ordered to pay the costs, unless the court apportions them between the parties if each of them has been unsuccessful on certain counts.
XIII.5	<b>Regarding the arbitral tribunal’s costs &amp; 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?</b>	<b>Yes</b>	The allocation of costs (“ <i>liquidation des dépenses</i> ”) is one of the mandatory mentions which must be included in the award pursuant to Article 123 of the Tunisian Code of Civil and Commercial Procedure, which is generally considered applicable to arbitration, whether domestic or international.
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?	<b>NA</b>	

XIII.6	<b>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?</b>	<b>Yes</b>	See XIII.5.
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?	<b>NA</b>	
XIII.7	<b>Is it required for the award on costs to be reasoned?</b>	<b>Yes</b>	Pursuant to Article 75(2) of the Tunisian Arbitration Code, the arbitral award must state the reasons upon which it is based.
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?	<b>NA</b>	
XIII.8	<b>Are the arbitrators required to use certain size/type of paper?</b>	<b>No</b>	
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.	<b>NA</b>	
XIII.9	<b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>	<b>No</b>	See XIII.8.
<b>XIV. Structure of the Award</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XIV.1	<b>Is it required for the award to separate its formal from is substantive aspects?</b>	<b>No</b>	
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)?	<b>NA</b>	
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.	<b>NA</b>	
XIV.2	<b>Is there a requirement to follow a specific structure of the award?</b>	<b>No</b>	



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)?	<b>Yes</b>	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.		It is customary (although not required) for an award to be structured as follows: (i) introduction of the parties, (ii) summary of the proceedings, (iii) summary of the relevant facts and subject matter of the dispute, (iv), summary of the parties' claims and positions, (v) tribunal's factual and legal reasoning, as well as (vi) an operative part ( <i>"dispositif"</i> ).
XIV.3	<b>Is it required to address jurisdiction before substance?</b>	<b>No</b>	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	<b>Yes</b>	
XIV.4	<b>Is it required to discuss the merits of the claim before quantum?</b>	<b>No</b>	
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?	<b>Yes</b>	
XIV.5	<b>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)?</b>	<b>No</b>	
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?	<b>Yes</b>	
<b>XV. References to exhibits, authorities and witnesses declarations</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XV.1	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	<b>No</b>	It should be noted, however, that pursuant to Article 123 of the Code of Civil and Commercial Procedure - which is generally considered to apply to arbitration - the award must contain a summary of the parties' position. According to the Tunis Court of Appeal, this includes the

			parties' statements, their arguments, their evidence and their claims (Tunis Court of Appeal, 6 July 1999, <i>Sté Saida</i> , Case No. 42). Consequently, the summary of the parties' positions contained in the award should indicate the relevant exhibits submitted in support of these positions. However, it is not required for the award to identify all exhibits submitted by the parties.
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	
XV.2	<b>Is it required to identify in the award all evidence submitted during the proceeding?</b>	No	See XV.1 above.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	
XV.3	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	No	See XV.1 above.
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	No	

XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	<b>Yes</b>	
XV.4	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	<b>No</b>	
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)?	<b>Yes</b>	
XV.5	<b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>	<b>No</b>	
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?	<b>Yes</b>	
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?	<b>Yes</b>	
XV.6	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	<b>Yes</b>	This is permitted to the extent that the underlying legal issue has been discussed between the parties and that the judicial precedent cited in the award (but not cited by the parties) serves to corroborate the evidence on record.
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?	<b>Yes</b>	
XV.7	<b>Is it permitted to cite in the award judicial precedents that were cited by the parties?</b>	<b>Yes</b>	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	<b>Yes</b>	
XV.8	<b>Is it permitted to cite in the award legal authors and doctrine?</b>	<b>Yes</b>	
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?	<b>Yes</b>	

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	This is permitted to the extent that the underlying legal issue has been discussed between the parties and that the doctrine cited in the award (but not cited by the parties) serves to corroborate the evidence on record.
<b>XVI. Use of annexes and diagrams</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XVI.1	<b>Are annexes to the award permitted?</b>	Yes	There is no specific provision in Tunisian law on the use of annexes. However, they are not customary and should be avoided (see notably IBA Toolkit for Award Writing, September 2016, p. 46). If they are used, the tribunal should clarify in the award whether they form an integral part of the award.
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	<b>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)?</b>	No	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	NA	
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?	NA	
<b>XVII. Miscellaneous</b>		<b>(Yes/No /NA)</b>	<b>Additional comments, if any.</b>
XVII.1	<b>Are there any other local requirements for the validity on an award?</b>	No	
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	NA	