

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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Name of the Country (<i>Zimbabwe</i>)			
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 Zimbabwean Arbitration Act [Chapter 7:15] incorporates the 1985 Model Law into domestic law with some – minor – modifications.</p> <p>When interpreting the Model Law, Courts are compelled to have regard to the international origin of the Model Law and the desirability of achieving international uniformity in the interpretation and application of the Model Law.</p> <p>This means that case law from other Model Law countries are frequently considered and mostly followed by Zimbabwean Courts. This is essential since arbitration jurisprudence – especially in the international commercial arbitration context – is not sufficiently developed.</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?	No	
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No	
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	N/A	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	N/A	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	Yes	The <u>Final</u> Award must resolve the substantive dispute of the parties. The Tribunal has power to render ‘ <i>interim, interlocutory or partial awards</i> ’ which may be limited to procedural matters.
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	Yes	As noted above, such an order may be termed an ‘ <i>interim, interlocutory or partial award</i> ’. In practice, Tribunals typically render procedural orders or ‘ <i>directives</i> ’.
I.4	Does the award must comply with certain minimal formal requirements?	Yes	
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	Yes	The award must be ‘signed’ – rather than ‘authenticated’. (Recent Supreme Court authority suggests these two terms do not necessarily mean the same.)
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	- unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms (i.e. the parties settled)
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	It is the 'date of the arbitration' that needs to be specified. In practical terms, the date specified is the date when the award is signed.
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?	Yes	This is not stated in the Arbitration Act explicitly. However, the award must be signed by all members of the Tribunal (apart from where there is an explanation why this was not done). Accordingly, the award only becomes an award on the date of the last signature.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	N/A	
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	N/A	
I.5	Are partial awards permitted?	Yes	
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		<p>The term 'Partial Award' is not defined in the Arbitration Act and is used loosely in practice.</p> <p>In practice, any award that is not a Final Award – i.e. any award that does not dispose of the entirety of the parties'</p>

			<p>dispute – may be referred to as a Partial Award.</p> <p>Typically, Partial Awards deal with substantive issues that do not dispose of the entire dispute. Examples are jurisdictional challenges or bifurcated issues, such as liability. However, at times Tribunals will hand down ‘Partial Awards’ which deal with procedural issues only.</p>
I.6	Are rectificative or interpretative additional awards permitted?	Yes	
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		<p>Corrections can be requested (or made <i>mero motu</i>) within 30 days of the award.</p> <p>An ‘interpretation’ can be requested within 30 days of the award.</p> <p>An additional award may be sought within 30 days of the award. The Tribunal is to render the additional award within 60 days</p> <p>The time periods may be amended by the Tribunal or by the consent of the parties.</p>
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	No	<p>An ‘interpretation’ will form part of the original award. This is expressly provided in the Arbitration Act.</p> <p>There is no analogous provision in the case of corrections or additional awards.</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?	Yes	The additional award must comply with the form and contents requirements which apply to awards.
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 correction can relate to errors in computation, clerical or typographical errors and errors of a similar nature.
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can an interpretative award be issued?		Interpretation may be requested if agreed by the parties. The request must relate to a specific point or part of the award.
I.7	Are interim or preliminary awards permitted?	Yes	The Zimbabwean Arbitration Act expressly provides that “ <i>Unless otherwise agreed by the parties, an arbitral tribunal shall have the power to make an interim, interlocutory or partial award.</i> ”
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?		They may be – Zimbabwean law does not prescribe which issues may/may not be dealt with by way of an interim award.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?		They may be if the proceedings are bifurcated.
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?		They may be, but do not necessarily have to be.
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?		This is a question that has not yet been authoritatively decided. The current case law suggests that only a final award may be registered/enforced.
I.8	Are awards by consent accepted?	Yes	

I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	Yes	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.		An award 'on agreed terms' is subject to the same requirements as any other final award – i.e. must be in writing, signed etc.
I.9	Are default awards accepted?	Yes	
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	Yes	<p>If a Claimant fails to prosecute a claim, this may result in a final award dismissing the claim.</p> <p>If a Respondent fails to participate, the Claimant will have to prove its case even if the case is unopposed.</p>
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	N/A	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	Yes	This is advisable as it can avoid later challenges. It is not, however, a requirement.
I.10	Is there a time limit requirement to render the award?	No	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	N/A	
I.11	Are arbitrators required to meet certain qualifications?	No	

I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	N/A	
II. Language		(Yes/ No /NA)	Additional comments, if any.
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes	
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	Yes	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	N/A	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	N/A	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	N/A	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	N/A	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	N/A	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	Yes	<p>The Act is silent on factors that the Tribunal has to consider to determine the language of the arbitration.</p> <p>However, the Tribunal's other duties – such as treating parties with equality and adopting appropriate procedures – would inform a Tribunal's decision.</p>
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	As there are no express considerations provided by law as to the determination

			of what language – or languages – to adopt, all of the considerations referred to in II.2.a to II.2.f may be relevant. There is no guidance on this issue.
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?		See above.
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?		See above.
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?		See 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?		See above.
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?		See above.
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>If the arbitration only has one language then such quotations should be translated into that language.</p> <p>There is, however, no guidance on this issue (on who should provide the translation).</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?	N/A	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	N/A	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	N/A	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	N/A	

II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	N/A	
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?	N/A	
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>)?	N/A	
III. Signature, date and place		(Yes/ No /NA)	Additional comments, if any.
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	No	Electronic signatures are not used in Zimbabwean awards. Nonetheless, they are not excluded.
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	This point has not yet been addressed by Zimbabwean Courts. There appears to be no reason why an electronic signature would not be accepted.
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	N/A	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	Yes	
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	
III.3	In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?	Yes	

III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	Only the majority of all members have to sign as set out in III.2 above.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	
III.5	Is initialling of all the pages of the award required?	No	
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	N/A	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	N/A	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	No	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No	
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	N/A	
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	N/A	

III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	No	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	N/A	
III.9	Is it required for the arbitral award to bear the date?	Yes	
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	Yes	
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?	N/A	
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?	No	Note: the award has to be 'dated'. A Tribunal may include several different calendar references to the same date, if the case – or the parties – require.
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)?	Yes	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	N/A	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	N/A	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	Yes	Zimbabwean convention is that the entire date is written ("Dated in ... this 1 st Day of January 2019"). However,

			using only numbers would be unobjectionable.
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)?		Day/Month/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)?	N/A	
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?		There is no law on this point. In my view, the award should be dated on the date when the arbitrator signs the award.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	Yes	The award becomes effective when communicated to the parties. Tribunals choose when the award is released – e.g. awards are regularly withheld pending payment of the arbitrator's fees.
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	The award becomes effective when communicated to the parties.
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.		The award becomes effective when communicated to the parties.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	The award has to state the 'place of arbitration'. The award is deemed to have been made at that place.
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	N/A	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	N/A	

III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	N/A	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	
IV. Notification of the award		(Yes/ No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	No	A signed copy of the award must be 'delivered' to the parties.
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?	N/A	
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?	N/A	
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?	N/A	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	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	

IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	No	
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	
IV.5	Is it required to provide each of the parties with an original version of the award?	Yes	A <u>signed</u> copy of the award has to be delivered.
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	Yes	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	N/A	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	No	Authentication, however, is relevant when it comes to registration of the award. Therefore, common practice is that Tribunals provide a signed copy of the award with an 'authentication certificate'
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No	
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	Yes	Tribunals ought to keep an original copy of the award as they may be required to provide copies of this later
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	N/A	

IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	N/A	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	
IV.8	Is it required for the notification of the award to be made by international courier?	No	
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	N/A	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	N/A	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	
IV.9	Is it required for the notification of the award to be made by public postal services?	No	
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	Whilst this is permitted, public postal services should be avoided in Zimbabwe as they are unreliable.
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	No	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	

IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	No	There is no statutory provision mandating such assistance. However, Tribunals will typically assist with formalities.
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	N/A	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	The typically requested post-award assistance relates to authentication of the award, which is required for registration of the award.
IV.12	Is there any time limit established for notification purposes?	No	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	N/A	
IV. 12	Are there any additional specific local requirements for the notification of the award?	No	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	N/A	
V. Confidentiality		(Yes/ No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	Yes	
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?	N/A	
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	

V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	N/A	
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	Yes	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	Confidentiality is implied into arbitration proceedings and is of pervasive application. There are no special or different standards of confidentiality relating to the notification of the award; the same standards of confidentiality apply to all actions of the Tribunal and the arbitral institution.
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	
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	

VI. Secretary of the Arbitral Tribunal		(Yes/ No /NA)	Additional comments, if any.
VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	Yes	
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	No	
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	Yes	
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.		<p>Appointing a tribunal secretary is not common in Zimbabwe. However, there is no law preventing an arbitrator or Tribunal from obtaining assistance from third parties. However, only the arbitrator has jurisdiction to determine the dispute and, accordingly, it would be illegal for an arbitrator to delegate the decision-making function to a third party.</p> <p>Third party assistance will typically be limited to procedural matters such as arranging dates of hearing, venue, delivery of documents, payments etc.</p>
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	No	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	N/A	

VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	N/A	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	N/A	
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	No	
VII. Content of the award		(Yes/ No /NA)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	Yes	<p>Unless the parties agree otherwise or the award is by consent.</p> <p>The award must contain “reasons upon which it is based”.</p> <p>The law does not prescribe what is covered by this requirement. The standard may differ depending on the qualification of an arbitrator as well. The High Court has held that where an arbitrator is not a lawyer, the obligation to provide reasons means ‘nothing more than basic identification of issues and reasoning from the evidence to the facts and the facts to the conclusion.’</p>
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	No	
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?	N/A	

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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	N/A	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	N/A	
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?	N/A	
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	N/A	
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	N/A	
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?	N/A	
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?	N/A	

VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	N/A	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	N/A	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	N/A	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	N/A	
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)?	N/A	

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

VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	N/A	
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	N/A	
VII.6	Is it required for the award to recite the parties' request for relief?	No	
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	N/A	
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	No	
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	N/A	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	No	
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	N/A	
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	N/A	
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	No	

VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	N/A	
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	N/A	
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	N/A	
VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	No	
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	Yes	
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	N/A	
VIII. Reasoning and findings		(Yes/ No /NA)	Additional comments, if any.

VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	Yes	<p>Unless the parties agree otherwise.</p> <p>The award must contain "reasons upon which it is based".</p> <p>The law does not prescribe what is covered by this requirement. The standard may differ depending on the qualification of an arbitrator as well. The High Court has held that where an arbitrator is not a lawyer, the obligation to provide reasons means 'nothing more than basic identification of issues and reasoning from the evidence to the facts and the facts to the conclusion.'</p>
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	N/A	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?		
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	No	
VIII.3	Is it permitted for the award to be issued without reasons?	Yes	If the parties agree to this or if the award is by consent
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	If expressly authorized by the parties.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	No	It is the parties' role (and prerogative) to decide what legal principles are relevant and argue those. Having said that, in practice,

			Tribunal's will at times raise issues <i>mero motu</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> ?	N/A	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?	N/A	
IX. Operative part (<i>dispositif</i>)		(Yes/ No /NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	Yes	
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	
IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	N/A	
IX.2	In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?	No	
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	Yes	
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	

IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	N/A	
X. Dissenting and separate opinions		(Yes/ No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	This is uncommon.
X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	
X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	No	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	N/A	
XI. Reservation of issues		(Yes/ No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	Yes	
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	No	

XII. Style and length		(Yes/ No /NA)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	No	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	N/A	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	No	
XII.3	Are there any restrictions or requirements as to the length of the award?	No	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	N/A	
XIII. Award of costs		(Yes/ No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	No	<p>Tribunals, in practice, very rarely deal with the quantum of costs. This is despite the fact that the Arbitration Act provides that, unless the parties agree otherwise, “<i>the costs and expenses of an arbitration including the legal and other expenses of the parties, the fees and expenses of the arbitral tribunal and other expenses related to the arbitration, shall be as fixed and allocated by the arbitral tribunal in its award</i>”</p> <p>Despite the above provision, costs are</p>

			typically submitted to the High Court for taxation. There is, accordingly, very little guidance on how costs are to be determined by Tribunals.
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	Yes	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	There are no considerations that are ‘required’ to be taken into account. The matter is in the Tribunal’s discretion. The parties’ conduct and relative success would typically be taken into account.
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	Yes	
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	Yes	
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	Yes	
XIII.5	Regarding the arbitral tribunal’s costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	No	
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal’s costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	

XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	No	
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	
XIII.7	Is it required for the award on costs to be reasoned?	Yes	The requirement for the Tribunal to state the reasons upon which the award is based – addressed above – apply in relation to cost awards.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	N/A	
XIII.8	Are the arbitrators required to use certain size/type of paper?	No	
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	N/A	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	No	
XIV. Structure of the Award		(Yes/ No /NA)	Additional comments, if any.
XIV.1	Is it required for the award to separate its formal from its substantive aspects?	No	
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	N/A	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	N/A	
XIV.2	Is there a requirement to follow a specific structure of the award?	No	

XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	No	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.	N/A	
XIV.3	Is it required to address jurisdiction before substance?	No	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Yes	Jurisdiction, typically, is only addressed if put in issue by the Respondent. If it is put in issue then, typically, it will be dealt with by way of a partial award and not in the final award.
XIV.4	Is it required to discuss the merits of the claim before quantum?	No	
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
XIV.5	When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	No	
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	Yes	
XV. References to exhibits, authorities and witnesses declarations		(Yes/ No /NA)	Additional comments, if any.
XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	N/A	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	

XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	No	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	N/A	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	No	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	N/A	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	No	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	No	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	Yes	

XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	No	As discussed above, it is the parties' prerogative to set out legal propositions they seek to rely on. Tribunals are reluctant to cite authorities which have not been cited – and, accordingly, were unaddressed by Counsel.
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	Please see comment as XV6.a
XVI. Use of annexes and diagrams		(Yes/No/NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	Yes	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	No	

XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	Yes	The tools are part of the Tribunal's reasoning rather than evidence.
XVII. Miscellaneous		(Yes/ No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	No	
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	N/A	