

IBA ARBITRATION COMMITTEE

Recognition and Enforcement of Arbitral Awards Subcommittee

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

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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?	No	Guinea-Bissau is a member of the Organization for the Harmonisation of Business Law in Africa (OHADA). OHADA's legislation, including its Uniform Act on Arbitration ("UAA"), is directly applicable in Guinea-Bissau and supersedes any contrary provisions of domestic law. Wherever the UAA is silent, it is complemented by the domestic Law on Voluntary Arbitration (Law no. 19/2010 of 8 Octobre 2010) ("LVA"). The UAA applies to arbitral proceedings seated inside an OHADA member state. The LVA only applies to arbitral proceedings seated inside Guinea-Bissau. ¹ In its Preamble the LVA

¹ This document will focus on the requirements of the UAA and LVA, since the rules a court or arbitral tribunal seated in Guinea-Bissau may apply to arbitral proceedings seated and awards rendered outside of OHADA will be case specific. For instance, Guinea-Bissau and Portugal are bound by a legal cooperation convention in force since 10 January 1994 that sets out specific requirements for the recognition of arbitral awards issued in either country.

			states that it purports to bring domestic law into line with the UAA and modern arbitration laws or standards including the UNCITRAL Model Law, without however “turning away from autonomous arbitration rules in tune with the specific situation of the country and its legal tradition.” In reality the UAA and the LVA owe more to French arbitration law than to the UNCITRAL Model Law. They also enshrine homegrown peculiarities.
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	This derives from Article 3 of the UAA, which provides that “[a]n arbitration may be based on an arbitration agreement or on an instrument regarding an investment, in particular an investment code or a bilateral or multilateral investment treaty.” In other words, the agreement to arbitrate can be inserted into a contract or derive from an offer to arbitrate set out in an investment treaty or domestic investment legislation, which gives rise to an agreement to arbitrate if and when met with an investor request for arbitration. To the best of our knowledge, there is no legislation providing for compulsory (as opposed to voluntary) arbitration in certain matters, irrespective of whether an agreement to arbitrate exists.
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?	NA	
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	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	No	The UAA and LVA are silent on this issue and, to the best of our knowledge, neither have the local courts been presented with it to date.

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	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?	No	However, only the original award or an authenticated copy of it will be enforceable, in accordance with Article 31(2) of the UAA.
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	This is implicit in both the UAA and LVA.
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	This derives from Article 20(2) of the UAA and Article 21(2) of the LVA.
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	This derives from Article 20(1)(c) of the UAA and Article 21(1)(c) of the LVA.
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	This derives from Article 20(1)(b) of the UAA and Article 21(1)(b) of the LVA.
I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	No	
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	No	

I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	No	The UAA and LVA only provide for the award to be dated (Article 20 of the UAA; Article 21 of the LVA). They do not specify what that date should be (e.g. date of signature of the award by all the arbitrators, date of dispatch to the parties).
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?		The UAA and LVA both provide that the arbitral tribunal may issue a partial award on jurisdiction and that this award is subject to being set aside (Article 11(3) of the UAA; Article 13(3) of the LVA). It might be fair to assume from this that partial awards on matters other than jurisdiction would also be allowed.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	This derives from Article 22(2) of the UAA and Article 23(2) of the LVA.
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?	NA	45 days after a request to this effect from either party (which must itself be filed within 30 days of the notification of the award) (Article 22(3) of the UAA; Article 23(4) of the LVA).
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?		The UAA and LVA are silent on this and to the best of our knowledge there has been no ruling on this issue so far.
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?	NA	The UAA and LVA are silent on this and to the best of our knowledge there has been no ruling on this issue so far.
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?		Rectificative awards may only address “erreurs et omissions matérielles” as per the French version of the UAA or “material errors and omissions” as per its English version (the official versions of the UAA in English and Portuguese were not readily available at the

			date of writing) (Article 22(2) of the UAA; Article 23(2) of the LVA). These two versions mean different things. “Material” in English means “important” or “affecting the merits of a case”, whilst the term “matérielle” in this context means exactly the opposite and is properly translated as “clerical”. This is problematic given that both versions of the UAA are equally authentic. The LVA – which, as stated above, purported to reflect the UAA’s terms – uses the terms “erros ou omissões materiais”, which is the proper translation into Portuguese of the French version of the UAA.
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?		This is not specified in either the UAA or LVA and, to the best of our knowledge, there has been no ruling on this issue so far.
I.7	Are interim or preliminary awards permitted?	Yes	At least neither the UAA nor the LVA provide against it.
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	Not necessarily – the decision on choice of law could be subject to an interim award or be part of a partial or final award.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	No	Not necessarily – the decision on liability could be subject to an interim award or be part of a partial or final award.
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	Not necessarily – the decision on the interpretation of a particular provision could be subject to an interim award or be part of a partial or final award. Interestingly Article 1(4) of the LVA provides that an arbitral tribunal may be asked to “specify, complete, update or review agreements.”
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?		The UAA and LVA are silent on this and to the best of our knowledge there has been no ruling on this issue so far.
I.8	Are awards by consent accepted?	Yes	This derives from Article 19(3) of the UAA.

I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	
I.9	Are default awards accepted?	Yes	At least neither the UAA nor the LVA provide against it.
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	The UAA and LVA are silent on this and to the best of our knowledge there has been no ruling on this issue so far.
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?	No	The UAA and LVA are silent on this and to the best of our knowledge there has been no ruling on this issue so far.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	The UAA and LVA are silent on this and to the best of our knowledge there has been no ruling on this issue so far.
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	NA	
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	Although this is not stated in either the UAA or LVA, it would be prudent to do so to guarantee that the award is valid and enforceable in Guinea-Bissau. Article 9 of the UAA provides that “The parties shall be treated equally and each party shall be given full opportunity to present its case.” There is a similar provision in the LVA. Further a failure to uphold due process is a ground for setting aside the award under Article 26(d) of the UAA (and Article 26(d) of the LVA).

I.10	Is there a time limit requirement to render the award?	Yes	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	NA	Under Article 12 of the UAA (and Article 14(1) of the LVA), unless the arbitration agreement provides otherwise, the time limit to render the award is six months from the date when the last appointed arbitrator accepted their appointment. This time limit may be extended either by agreement of the parties or by the <i>Supremo Tribunal de Justiça</i> upon request by either party or the arbitral tribunal (Article 14(2) of the LVA).
I.11	Are arbitrators required to meet certain qualifications?	Yes	
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	NA	The arbitrator must “enjoy full exercise of his civil rights” (Article 7(3) of the UAA).
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	No	
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	NA	
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?	NA	

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?	No	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	No	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	No	However, it is a requirement for its enforceability in Guinea-Bissau that the award (and the underlying arbitration agreement) is either written in Portuguese or translated into it by a translator registered with the <i>Supremo Tribunal de Justiça</i> (Article 31 of the UAA combined with Article 31(3) of the LVA).
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	No	
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	No	
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?	NA	
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?	NA	
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?	NA	

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?	NA	
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?	NA	
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?	NA	
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	At least neither the UAA nor the LVA provide against it.
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?	NA	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	
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.</i> sworn translator)?	NA	
III. Signature, date and place			
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	No	The UAA (and LVA) merely provide that the award “shall be signed by the arbitrator or arbitrators” (Article 21 of the UAA; Article 22(1) of the LVA).
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	At least the UAA and LVA do not provide against it.
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?	NA	
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	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	This is provided for by Article 21 of the UAA and Article 22(2) of the LVA.
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	No	However, “mention shall be made” in the award of the minority's refusal to sign (Article 21(2) of the UAA; Article 22(2) of the LVA).

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	At least the UAA (and LVA) do not provide against it.
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	The UAA and LVA do not deal with dissenting opinions.
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	The UAA and LVA do not deal with dissenting opinions.
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	
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?	NA	
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?	NA	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	The UAA and LVA do not provide for or against initialling the pages of the award.
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 III.6 is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	The UAA and LVA do not provide for or against initialling the pages of the award.
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 III.7 is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	At least the UAA (and LVA) do not provide against it.
III.7.b	If your answer to question III.7.a is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	NA	
III.7.c	If your answer to question III.7 is yes, would this requirement also apply to cases where electronic signature is permitted?	Yes	At least the UAA (and LVA) do not provide against it.
III.7.d	If your answer to question III.7 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 III.8 is yes, please indicate the requirement in the comments section.	NA	
III.9	Is it required for the arbitral award to bear the date?	Yes	This derives from Article 20(1)(b) of the UAA and Article 21(1)(b) of the LVA.

III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	No	
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	NA	The UAA and LVA simply provide that the award must bear “its date” (Article 20 of the UAA; Article 21 of the LVA). They do not specify what that date is.
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?	NA	
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)?	NA	

III.9.i	If your answer to question III.9.h is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	
III.9.j	If your answer to question III.9.h is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	NA	
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution’s approval?	Yes	At least neither the UAA nor the LVA provide against it.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	No	Article 23 of the UAA provides that the award is effective (has <i>res judicata</i> effects) “as soon as it is rendered” but does not state when it is deemed to have been rendered, e.g. if this is at the date borne by the award. Article 24(1) of the LVA (which in this case is arguably superseded by the UAA) in turn provides that it is effective (has <i>res judicata</i> effects) as from the date it is notified to the Parties.
III.11.a	If your answer to question III.11 is no, would the award be deemed effective on the date of the last signature?	No	Under Article 23 of the UAA, it would be deemed effective from the date it is rendered – whatever that means.
III.11.b	If your answer to question III.11.a 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	See the comments to questions III.11 and III.11.a above. Unfortunately, the UAA is somewhat unclear as to when an award is deemed effective and, to the best of our knowledge, no ruling has shed light on this issue so far.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	
III.12.a	If your answer to question III.12 is no, are arbitrators required to state the physical place where they were located during the proceedings?	NA	

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?	NA	
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?	NA	
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.)?	NA	
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.)?	No	
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	
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	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	At least neither the UAA nor the LVA provide against it.
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	At least neither the UAA nor the LVA provide against it.
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	This may be implied from the requirement that the party wishing to have the award recognised and enforced provide the court with an original version of the award or an authenticated copy of it (Article 31(2) of the UAA; Article 31(2) of the LVA).

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	Subject to the same comment as above (in relation to question IV.5).
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?	NA	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	No	
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?	No	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	Yes	This is provided by Article 31(2) of the UAA and Article 31(2) of the LVA.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	Either option is valid for recognition and enforcement purposes.

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?	No	It is up to the party seeking enforcement to do so, in accordance with Article 31(1) of both the UAA and LVA.
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	No	Unless the version provided is a copy of the original.
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?	NA	
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?	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	Both the UAA and the LVA are silent on how notification of the award should be made.
IV.9	Is it required for the notification of the award to be made by public postal services?	No	Both the UAA and the LVA are silent on how notification of the award should be made.
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?	Yes	At least neither the UAA nor the LVA provide against it.
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	Both the UAA and the LVA are silent on how notification of the award should be made.
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	At least neither the UAA nor the LVA provide against it.
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	No	
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	NA	
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.	NA	
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.	NA	
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?	NA	
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	This derives from Article 18 of the UAA, which provides that the tribunal's deliberations shall be confidential.
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	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	Yes	Same comment as above.
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	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	No	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	NA	
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.	NA	
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?	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	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?	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	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	Neither the UAA nor the LVA provide against tribunal secretaries – they do not deal with this issue – and nor has there been any ruling on this issue.
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	Although there is no specific provision on this, it is fair to assume that if a secretary to the arbitral tribunal were to be part of the decision-making process, this could put the award at risk of annulment on the grounds that the tribunal has been irregularly constituted.
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	This would be permitted as long as the tribunal secretary does not cross the line and involve themselves in the decision-making process.
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.	NA	See above comments.
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.	NA	There is none. See comment on question VI.1 above.
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?	NA	
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?	NA	
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?	NA	
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	This derives from Article 20 of the UAA and Article 21(2) of the LVA.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	The award must set out the procedural history (Article 20(1)(f) of the UAA; Article 21(1)(f) of the LVA).
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	Yes	This derives from Article 20(1)(d) of the UAA and Article 21(1)(d) of the LVA.

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?	Yes	This derives from Article 20(1)(e) of the UAA and Article 21(1)(e) of the LVA.
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	No	
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	No	
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	No	
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	No	
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?	No	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	No	

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?	NA	
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?	NA	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	Yes	It is only compulsory for the award to state the names and surnames of the arbitrators (without prejudice to the other requirements as to form and contents set out above or below), as per Article 20(1)(a) of the UAA and Article 21(1)(a) of the LVA.

VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	No	
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	No	
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	No	
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?	Yes	This derives from Article 20(1)(f) of the UAA and Article 21(1)(f) of the LVA.
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	No	
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?	NA	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	No	

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?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
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?	NA	
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	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?	Yes	The award must state the parties' respective claims, pleas and arguments (Article 20(1)(f) of the UAA; Article 21(1)(f) of the LVA). Accordingly, if a party objected to the tribunal's jurisdiction, this must be stated in the award.
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	Yes	This derives from the requirement under Article 20(2) of the UAA and Article 21(2) of the LVA that the award state the reasons on which it is based.

VII.6	Is it required for the award to recite the parties' request for relief?	Yes	This derives from Article 20(1)(f) of the UAA and Article 21(1)(f) of the LVA.
VII.6.a	If your answer to question VII.6 is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	Yes	This may be said to be implicit in both the UAA and LVA.
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	Yes	This derives from Article 20(1)(f) and Article 20(2) of the UAA and Article 21(1)(f) and 21(2) of the LVA.
VII.7.a	If your answer to question VII.7 is yes, is it required to identify whether certain issues are contingent on others?	No	
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 VII.8 is yes, is it required for the award to identify whether the facts are agreed or disputed?	Yes	If facts are disputed, then the parties will have made submissions in this respect and such submissions must be stated in the award (Article 20(1)(f) and 20(2) of the UAA and Article 21(1)(f) and 21(2) of the LVA).
VII.8.b	If your answer to question VII.8 is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	Yes	But only to the extent that the tribunal's reasoning and resolution as to the disputed facts are outcome-determinative (part of the <i>ratio decidendi</i>) – Article 20(2) of the UAA; Article 21(2) of the LVA.
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?	Yes	The award must state <i>all</i> of the parties' arguments (Article 20(1)(f) of the UAA; Article 21(1)(f) of the LVA). There is no distinction in the UAA or LVA between the arguments that are determinative of the outcome and those that are not.

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)?	No	
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?	Yes	At least neither the UAA nor the LVA provide against it.
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?	No	
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?	Yes	This derives from the requirement under Article 20(1)(f) of the UAA and Article 21(1)(f) of the LVA that the award state <i>all</i> of the parties' arguments.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	Yes	This derives from the requirement under Article 20(2) of the UAA and Article 21(2) of the LVA that the award state the reasons on which it is based.
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?	Yes	This derives from the requirement under Article 20(1)(f) of the UAA and Article 21(1)(f) of the LVA that the award state <i>all</i> of the parties' arguments.
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	This derives from the requirement under Article 20(2) of the UAA and Article 21(2) of the LVA that the award state the reasons on which it is based.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	None that we know of anyway!

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	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.	NA	
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	This derives from Article 20(2) of the UAA and Article 21(2) of the LVA.
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.	NA	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	No	
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?	No	
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	If the parties “have authorized it to do so” (Article 15(2) of the UAA; Article 20(3) of the LVA).
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	No	
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?	NA	The tribunal cannot rely on legal grounds that they raised of their own motion without first giving the parties an opportunity to discuss them (Article 14(7) and (8) of the UAA).
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	This derives from Article 20(1) of the UAA.
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.	NA	

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	At least neither the UAA nor the LVA provide against it.
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	At least neither the UAA nor the LVA provide against it.
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	At least neither the UAA nor the LVA provide against it.
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 IX.6 is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
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	

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	Neither the UAA nor the LVA deal with dissenting or separate opinions.
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?	No	
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?	NA	
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	At least neither the UAA nor the LVA provide against it.

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.	NA	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	Neither the UAA nor the LVA provide against it and this is permitted under Guinea-Bissau's civil and procedural law.
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.	NA	
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	The UAA and LVA are silent on cost allocation.
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?	NA	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	The UAA and LVA are silent on cost allocation.
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	Neither the UAA nor the LVA provide against it.
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	Neither the UAA nor the LVA provide against it.
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	Neither the UAA nor the LVA provide against it.
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	Neither the UAA nor the LVA provide against it.
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	Neither the UAA nor the LVA provide against it.
XIII.7	Is it required for the award on costs to be reasoned?	Yes	This would derive from the requirement that the award state the reasons on which it is based, in accordance with Article 20(2) of the UAA and Article 21(2) of the LVA.
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?	NA	
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.	NA	
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)?	NA	
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.	NA	
XIV.2	Is there a requirement to follow a specific structure of the award?	No	
XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	Yes	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.		<p>Awards are usually structured as follows:</p> <ul style="list-style-type: none"> - Procedural history - Facts that are considered proved - Facts that are considered not proved - Legal section/Application of the law to the facts - Determination and allocation of costs - Operative part of the award

XIV.3	Is it required to address jurisdiction before substance?	No	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Yes	
XIV.4	Is it required to discuss the merits of the claim before quantum?	Yes	This follows from the requirement that an award must state the reasons on which it is based, in accordance with Article 20(2) of the UAA and Article 21(2) of the LVA.
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?	NA	
XIV.5	When the resolution of specific 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)?	Yes	This follows from the requirement that an award must state the reasons on which it is based, in accordance with Article 20(2) of the UAA and Article 21(2) of the LVA.
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?	NA	
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?	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	Neither the UAA nor the LVA provide against it.
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?	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	Neither the UAA nor the LVA provide against it.
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?	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?	Yes	Neither the UAA nor the LVA provide against it.
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)?	Yes	
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	Neither the UAA nor the LVA provide against it.
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	No	
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	Neither the UAA nor the LVA provide against it.
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	Yes	
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	Neither the UAA nor the LVA provide against it.

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	Neither the UAA nor the LVA provide against it.
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	Local practitioners (lawyers and arbitrators alike) attribute greater weight to legal authors and doctrine than to judicial precedents.
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	
XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	Neither the UAA nor the LVA provide against it.
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	Provided that these tools result from material that is on the record. This derives implicitly from Article 14(7) of the UAA and Article 11(c) of the LVA.
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	But only to the extent that these tools result from material that is on the record. This derives implicitly from Article 14(7) of the UAA and Article 11(c) of the LVA.
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	NA	