

**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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Name of the Country ( <i>insert</i> )			
I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	<b>Has the country that you are reporting about adopted the UNCITRAL Model Law?</b>	Yes	Nigeria's now repealed Arbitration and Conciliation Act, Chapter A18, Laws of the Federation of Nigeria, 2004 (the "ACA") was in substantial conformity with the UNCITRAL Model Law which was adopted at the Convention of the Commission on 18 <sup>th</sup> June 1985 and recommended to member countries by the General Assembly of the United Nations on 11 <sup>th</sup> December 1985. The ACA was repealed by the Arbitration and Mediation Act 2023 (the "AMA"). Although the AMA is still in substantial conformity with the UNCITRAL Model Law, it is more expansive than the UNCITRAL Model Law.
I.2	<b>Is it required for the award to result from an agreement to arbitrate?</b>	Yes	Under the AMA, there must be a valid agreement to arbitrate. In other words, there must be a valid arbitration agreement for an arbitral award to be enforceable. By virtue of section 55(1)(ii), one of the grounds for setting aside an arbitral award is where the party who is seeking the setting aside of the award furnishes proof that the arbitration agreement is not

			valid under the law to which the parties have subjected it, or failing such indication, under the laws of Nigeria.
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.	There is no legal requirement for the agreement to arbitrate to be transcribed into the award.
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No.	There is no legal requirement for the agreement to arbitrate to be attached to the award.
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	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	<b>Yes</b>	
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	
I.4	<b>Does the award must comply with certain minimal formal requirements?</b>	<b>Yes</b>	<p>Section 47 of the AMA provides for the form and contents of an arbitral award. By section 47(1) of the AMA, an award shall be in writing and signed by the arbitrator or arbitrators.</p> <p>Section 47(2) of the AMA provides that in an arbitral proceeding with more than one arbitrator, the signatures of a majority of all the members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.</p> <p>Section 47(3) of the AMA provides that the award shall state (a) reasons upon which it is based, unless the parties have agreed that no reason should be given or the award is an</p>

			award on agreed terms under section 45 of the AMA, (b) date it was made; and (c) seat of the arbitration as agreed or determined under section 32(1) of the AMA, which seat is deemed to be the place where the award was made.
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	Section 57(2) of the AMA provides that the party relying on an award or applying for its enforcement shall supply the original award or a certified copy of it.
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	By section 47(1) of the AMA, an award shall be in writing and signed by the arbitrator or arbitrators.
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	By section 47(3)(a) of the AMA, the award shall state reasons upon which it is based, unless the parties have agreed that no reason should be given, or the award is an award on agreed terms under section 45 of the AMA.
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?	No	
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	By section 47(3)(b) of the AMA, the award shall state the date it was made.
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	There is no such requirement under Nigerian law.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	No	The date of the award is the date it was made and not when the relevant arbitration institution confirmed the award.
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	No	The date of the award is the date it was made and not when it was sent to the parties.

I.5	<b>Are partial awards permitted?</b>	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?		A partial award could be issued in which the issue of jurisdiction and liability for damages for breach of contractual or other obligations could be determined and the decision on the quantum of damages could be reserved for the final award.
I.6	<b>Are rectificative or interpretative additional awards permitted?</b>	Yes	<p>Section 49(1) of the AMA provides that unless another period has been agreed upon by the parties, a party may, within 30 days of the receipt of an award and with notice to the other party, request the arbitral tribunal (a) to correct in the award any error in computation, clerical or typographical errors or errors of a similar nature; or (b) where it is agreed by the parties, to give an interpretation of a specific point or part of the award.</p> <p>Section 49(3) of the AMA provides that the arbitral tribunal may, on its own volition and within 30 days from the date of the award, correct an error of the type referred to in subsection (1)(a).</p>
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	By section 49(2) of the AMA, where the arbitral tribunal considers a request made under subsection (1) to be justified, it shall, within 30 days of receipt of the request, make the correction or give the interpretation, and such correction or interpretation shall form part of the award.
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	Yes	The deadline is 30 days of receipt of the request. See Section 49(2) of the AMA.
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	Yes	By section 49(2) of the AMA, correction or the interpretation of an award shall form part of the award.
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	N/A	

I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		A rectificative order can be issued in cases of typographical or computational errors, ambiguities or other obvious mistakes.
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?		Where there are doubts or conflicting interpretations of the content of an award, an interpretative order can be issued by the arbitral tribunal to give the proper interpretation the arbitral tribunal intended.
I.7	<b>Are interim or preliminary awards permitted?</b>	<b>Yes</b>	
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	Yes	Article 42 of the Arbitration Rules, First Schedule to the AMA provides that the arbitral tribunal may make separate awards on different issues at different times.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	Yes	Article 42 of the Arbitration Rules, First Schedule to the AMA provides that the arbitral tribunal may make separate awards on different issues at different times.
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?	Yes	Article 42 of the Arbitration Rules, First Schedule to the AMA provides that the arbitral tribunal may make separate awards on different issues at different times.
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	No	
I.8	<b>Are awards by consent accepted?</b>	<b>Yes</b>	Section 45(1) of the AMA provides that where, during the arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the arbitral proceedings, and may where requested by the parties and agreed to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.

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	There are no additional requirements other than the requirements provided in section 47 of the AMA to <i>wit</i> : it shall be in writing and signed by the arbitrator or arbitrators, in an arbitral proceeding with more than one arbitrator, the signatures of a majority of all the members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated, the date it was made shall be stated, and the seat of the arbitration as agreed or determined under section 32(1) of the AMA shall be stated.
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	N/A	
<b>I.9</b>	<b>Are default awards accepted?</b>	<b>Yes</b>	Article 31(1)(b) of the Arbitration Rules, First Schedule to the AMA provides that where the respondent has failed to communicate its response to the written communication containing a request for the dispute to be referred to arbitration or its points of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations. Article 31(2) provides that where a party, duly notified under the Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
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	If the respondent in an arbitration fails to participate, the arbitral tribunal may proceed with the arbitration and render a final award.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	N/A	

I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	Yes	Where one of the parties in arbitral proceedings decides not to participate any further in the proceedings, the arbitral tribunal must ensure that the abstaining party is duly notified of the dates of hearings as well as served with every correspondence exchanged between the arbitral tribunal and the participating party.
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 a legal requirement, it is recommended that 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. However, even where it is not so documented, proof that this was done (although not stated in the award) suffices.
I.10	<b>Is there a time limit requirement to render the award?</b>	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	<b>Are arbitrators required to meet certain qualifications?</b>	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	
<b>II. Language</b>			
II.1	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	Yes	Section 35(2) of the AMA provides that any language or languages agreed upon by the parties or determined by the arbitral tribunal under subsection (1) shall, unless the parties or the arbitral tribunal state otherwise, be the language or languages to be used in the award.

II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	Yes	See comments in question 11.1 above.
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	N/A	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	N/A	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	N/A	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	N/A	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	N/A	
II.2	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	<b>No</b>	By section 35(2) of the AMA, it is the language or languages agreed upon by the parties or determined by the arbitral tribunal under section 35(1) that shall, unless the parties the parties or the arbitral tribunal state otherwise, be the language or languages to be used in the award.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	N/A	

II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	N/A	
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	N/A	
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	N/A	
II.3	<b>Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?</b>	<b>Yes</b>	Section 35(1) of the AMA provides that the parties are free to agree on the language or languages to be used in the arbitral proceedings. Section 35(2) of the AMA further provides that in the arbitral proceedings. Section 35(2) of the AMA further provides that the language or languages agreed upon by the parties or determined by the arbitral tribunal under section 35(1) shall, unless the parties or the arbitral tribunal state otherwise, be the language or languages to be used in the award. This means it is permitted to use more two or more languages in the award if the parties have so agreed.
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, <u>is there any specific requirement regarding the person who can translate the text (ie. sworn translator)?</u>		
<b>III. Signature, date and place</b>			
III.1	<b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>	<b>No</b>	
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	<p>Generally, under Nigerian law, an agreement or document that is electronically signed by the parties is valid, binding, and enforceable unless the law that regulates such document or transaction expressly requires a wet-ink signature.</p> <p>Section 17(1) (a) of the Cybercrimes (Prohibition, Prevention, etc.) Act 2015 (the "Cybercrimes Act") has given statutory backing to the use of electronic signatures. The Cybercrimes Act provides that the use of an electronic signature in respect of the purchase of goods and any other transactions shall be binding on the parties. However, under section 17(2) (a-h) of the Act, certain transactions are excluded from the categories of</p>

			<p>contractual transactions or declarations that are valid by virtue of electronic signature. The excluded transactions are as follows:</p> <ul style="list-style-type: none"> <li>a. creation and execution of wills, codicils, and or other testamentary documents;</li> <li>b. death certificates;</li> <li>c. birth certificates;</li> <li>d. matters of family law such as marriage, divorce, adoption, and other related issues;</li> <li>e. issuance of court orders, notices, official court documents such as affidavits, pleadings, motions, and other related judicial documents and instruments;</li> <li>f. any cancellation or termination of utility services;</li> <li>g. any instrument required to accompany any transportation or handling of dangerous materials either solid or liquid in nature; and</li> <li>h. any document ordering withdrawal of drugs, chemicals, and any other material either on the ground that such items are fake, dangerous to the people or the environment, or expired by any authority empowered to issue orders for the withdrawal of such items.</li> </ul> <p>Furthermore, section 93 of the Nigerian Evidence Act of 2011 provides that where a rule of evidence requires a signature or provides for certain consequences if a document is not signed, an electronic signature satisfies that rule of law or avoids those consequences.</p> <p>Thus, is it permitted for the arbitral award to bear the arbitrators' electronic signature. An arbitral award does not fall under any of the transactions that are excluded by section 17(2) of the Cybercrimes Act.</p>
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	<b>In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?</b>	<b>Yes</b>	Section 47(2) of the AMA provides that in an arbitral proceeding with more than one arbitrator, the signatures of a majority of all the members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	Section 47(2) of the AMA provides that the reason for any omitted signature must be stated.
III.3	<b>In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?</b>	<b>No</b>	The practice in Nigeria is for the dissenting arbitrator to render a dissenting award duly signed.
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?	N/A	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	
III.4	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	<b>No</b>	The signatures of a majority of all the members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	The signatures of a majority of all the members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.
III.5	<b>Is initialling of all the pages of the award required?</b>	<b>No</b>	There is no such requirement under Nigerian law.

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	Although there is no such requirement under Nigerian law, it is permitted and accepted practice.
III.6	<b>In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?</b>	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	Although there is no such requirement under Nigerian law, it is permitted and accepted practice.
III.7	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	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	Nigerian law makes no provision for signing the award in the place of arbitration.
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)?	No	
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	<b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>	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	<b>Is it required for the arbitral award to bear the date?</b>	Yes	Section 47(3)(b) of the AMA provides that the award shall state the date it was made.
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	In practice, only one date is stated as the date the award was made and the arbitrators or a majority of the arbitrators would thereafter append their signatures below that date.
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?	No	
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	N/A	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	N/A	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	N/A	

III.9.f	If your answer to question III.9.e 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 III.9.f is no, should the arbitrators choose between the relevant calendar systems?	N/A	
III.9.h	If your answer to question III.9 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	It is recommended that the arbitrators should write the entire date as opposed to using only numbers to avoid ambiguity.
III.9.i	If your answer to question III.9.h is yes, what format should the arbitrators use (i.e. Month day, year)?		The standard format in Nigeria is Day/Month/Year.
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)?	N/A	
III.10	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>	No	There is no requirement under Nigerian law for an award to be approved by an arbitral institution.
III.11	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	No	An award becomes binding as soon as copies of the award are delivered 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	In Nigeria arbitral awards would usually bear a single date as the date of the award.

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.		An award becomes effective on the date copies of the award are delivered to the parties.
III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	Yes	Section 47(3)(c) of the AMA provides that the award shall state the seat of the arbitration as agreed or determined under section 32(1) of the AMA, which seat is deemed to be the place where the award was made.
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	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	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	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	No	

III.14.a	If your answer to question III.14 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	
<b>IV. Notification of the award</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
IV.1	<b>Are there any specific required means for the notification of the award?</b>	No	
IV.1.a	If your answer to question IV.1 is yes, is it required for the award to be notified through judicial assistance?	N/A	
IV.1.b	If your answer to question IV.1 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 IV.1 is yes, is it required for the award to be notified through judicial assistance?	N/A	
IV.2	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	Yes	It is permitted for the relevant arbitration institution to perform the notification of the award.
IV.3	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	Yes	
IV.3.a	If your answer to question IV.3 is no, is it permitted for the arbitrators themselves to notify the award to the parties?	N/A	

IV.4	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	No	In practice, the institution will notify the award to the parties.
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	The practice, however, is for the institution to notify the parties. The arbitrators are often guided by the rules of the institution.
IV.5	<b>Is it required to provide each of the parties with an original version of the award?</b>	Yes	
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?	Yes	
IV.6	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	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	There is no such requirement under Nigerian law.
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	The arbitral tribunal would usually retain a copy of the award.

IV.7	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	No	For the purposes of seeking the enforcement of an arbitral award, the party seeking enforcement of the award may provide either an original copy of the award or a certified copy of it. See section 57(2)(a) of the AMA.
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	<b>Is it required for the notification of the award to be made by international courier?</b>	No	
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	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	<b>Is it required for the notification of the award to be made by public postal services?</b>	No	
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	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	Provided the confidentiality of the communication is granted.
IV.10	<b>Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?</b>	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	Although there is no law prohibiting this, what the AMA provides in section 47(4) is that after the award is made, a copy signed by the arbitrators in accordance with subsections (1) and (2) of section 47 shall be delivered to each party.
IV.11	<b>After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?</b>	Yes	For the purposes of seeking the enforcement of an arbitral award, the party seeking enforcement of the award may provide either an original copy of the award or a certified copy of it. See section 57(2)(a) of the AMA. It is the responsibility of the arbitrators to ensure that the award issued to the parties complies with the requirement stipulated in section 57(2)(a) of the AMA, that is, it is an original copy or a certified copy.
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	No	

IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	
IV.12	<b>Is there any time limit established for notification purposes?</b>	<b>No</b>	
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	<b>Are there any additional specific local requirements for the notification of the award?</b>	<b>No</b>	
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	
<b>V. Confidentiality</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
V.1	<b>Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?</b>	<b>Yes</b>	
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	<b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>	<b>Yes</b>	

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	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	<b>Yes</b>	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	N/A	
V.4	<b>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</b>	<b>No</b>	
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	<b>Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?</b>	<b>No</b>	
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	<b>Does the award need to explicitly provide if it is (or not) of confidential nature?</b>	No	
<b>VI. Secretary of the Arbitral Tribunal</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VI.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	No	
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?	N/A	
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)?	N/A	
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.	N/A	
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.	N/A	

VI.2	<b>Is it required for the award to state the name of the arbitral tribunal secretary?</b>	No	
VI.2.a	If your answer to question VI.2 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 VI.2.a 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 VI.2.a is yes, is the arbitral tribunal secretary under a duty to sign the award?	N/A	
VI.3	<b>In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?</b>	N/A	
<b>VII. Content of the award</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
VII.1	<b>Is it mandatory to state within the award the reasons upon which the award is based?</b>	Yes	Section 47(3)(a) of the AMA provides that the award shall state the reasons upon which it is based, unless the parties have agreed that no reason should be given or the award is an award on agreed terms under section 45 of the AMA.
VII.2	<b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>	No	Although it is not mandatory, it is accepted practice.

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	It is, however, standard, and acceptable practice for arbitral awards to contain the names and addresses of the parties.
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	It is, however, standard, and acceptable practice for arbitral awards to contain the names and addresses of the legal representatives of the parties.
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	This is at the discretion of the arbitral tribunal.
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	This is at the discretion of the arbitral tribunal.
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	This is at the discretion of the arbitral tribunal.
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	This is at the discretion of the arbitral tribunal, and it is, however, standard, and acceptable practice for the award to contain the law or rules applicable to the arbitration agreement.
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	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	This is at the discretion of the arbitral tribunal, and it is, however, standard, and acceptable practice.
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	This is at the discretion of the arbitral tribunal, and it is, however, standard, and acceptable practice.
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	It is, however, standard, and acceptable practice.
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	This is at the discretion of the arbitrators. However, arbitrators in Nigeria rarely state their nationality but often provide their contact details.
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	It is not a requirement, however, arbitral awards in institutional arbitrations would usually indicate the case reference stipulated by the arbitral institution.
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	Although this is not a requirement, arbitral awards in Nigeria usually contain a chronology of the events that led to the dispute.
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	
<b>VII.3</b>	<b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>	<b>No</b>	
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	This is at the discretion of the arbitral tribunal.
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	This is at the discretion of the arbitral tribunal. Most arbitrators usually provide this in arbitral awards.
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	Although this is not required, it is standard practice for arbitrators to include the details concerning the evidence submitted by the parties in arbitral awards.

VII.4	<b>If the award follows a prior award, is it required for the newer award to make reference to the prior award?</b>	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	<b>Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?</b>	<b>Yes</b>	Where the arbitral tribunal rules on jurisdiction in the award, the basis upon which the arbitral tribunal's jurisdiction is grounded must be stated as part of compliance with section 47(3) of the AMA which provides that the award shall state the reasons upon which it is based. However, the arbitral tribunal may rule on its jurisdiction as a preliminary question or in an award on the merits.
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	

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	
VII.6	<b>Is it required for the award to recite the parties' request for relief?</b>	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	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	No	No, but it is standard and acceptable practice.
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?	No	No, but it is standard and acceptable practice.
VII.8	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	No	No, but it is standard and acceptable practice.
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	No, but it is standard and acceptable practice.
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	No, but it is standard and acceptable practice.

VII.9	<b>Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?</b>	No	No, but it is standard and acceptable practice.
VII.9.a	If your answer to question VII.9 is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	N/A	
VII.9.b	If your answer to question VII.9 is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	N/A	It is permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties.
VII.9.c	If your answer to question VII.9 is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	N/A	The arbitral tribunal is not required to include a verbatim transcription of every argument submitted by the parties
VII.10	<b>If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	N/A	<p>This issue hardly arises because parties would usually agree on the applicable procedural rules in the arbitration agreement. Section 31(1) of the AMA provides that subject to the provisions of the AMA, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings, provided that where parties do not have an arbitral agreement, the arbitral proceedings shall be in accordance with the procedure contained in the Arbitration Rules set out in the First Schedule to the AMA.</p> <p>Even where such an issue arises, it is very unlikely that it will not be resolved at an earlier stage, before the parties exchange points of claim and defence. As a matter of practice, such issues are usually resolved at the preliminary stage, during the preliminary meeting of the parties, and decision of the arbitral tribunal would form part of the first procedural order.</p>
VII.11	<b>If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?</b>	N/A	See response to question VII.10 above.

VII.12	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	Yes	
VII.13	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?</b>	Yes	
VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	No	
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	N/A	
VII.15	<b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>	No	
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	N/A	
<b>VIII. Reasoning and findings</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
VIII.1	<b>Is it required for the award to contain the arbitral tribunal's reasoning?</b>	Yes	By section 47(3)(a) of the AMA, the award shall state reasons upon which it is based, unless the parties have agreed that no reason should be given, or the award is an award on agreed terms under section 45 of the AMA.

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?	No	Although this is not a requirement, it is standard and acceptable practice.
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	<b>Yes</b>	
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	<b>Yes</b>	By section 47(3)(a) of the AMA, the award shall state reasons upon which it is based, unless the parties have agreed that no reason should be given, or the award is an award on agreed terms under section 45 of the AMA
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	<b>No</b>	Section 15(4) of the AMA provides that the arbitral tribunal shall not decide <i>ex aequo et bono</i> unless the parties have expressly authorized it to do so.
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	<b>Yes</b>	
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	Yes	

VIII.5.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		Only to the extent that the arbitral tribunal must ensure the parties are given the opportunity to address the arbitral tribunal on issues not raised or argued by the parties before the final award is rendered.
<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
IX.1	<b>Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?</b>	<b>Yes</b>	Although this is not a requirement expressly provided in the AMA, it is standard practice and lack of same can hinder the enforcement of the award.
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	<b>In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?</b>	<b>No</b>	
IX.3	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	<b>Yes</b>	

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 IX.6 is yes, please briefly indicate (in the comments column) which wording should be included.	N/A	
<b>X. Dissenting and separate opinions</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	
X.1.a	If your answer to question X.1 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 X.1.a is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	Yes	

X.2	<b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>	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	<b>If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?</b>	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	
<b>XI. Reservation of issues</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
XI.1	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	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?	Yes	
<b>XII. Style and length</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>

XII.1	<b>It is required for footnotes and citations in the award to be presented in a specific style?</b>	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	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	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?	Yes	
XII.3	<b>Are there any restrictions or requirements as to the length of the award?</b>	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	
<b>XIII. Award of costs</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
XIII.1	<b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>	No	
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	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	No	Although it is not required, it is permitted.
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	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	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	<b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>	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	<b>Regarding the arbitral tribunal's costs &amp; expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?</b>	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	<b>Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?</b>	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	<b>Is it required for the award on costs to be reasoned?</b>	Yes	
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	<b>Are the arbitrators required to use certain size/type of paper?</b>	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	<b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>	No	However, this does not happen in practice.
<b>XIV. Structure of the Award</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
XIV.1	<b>Is it required for the award to separate its formal from its substantive aspects?</b>	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	<b>Is there a requirement to follow a specific structure of the award?</b>	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	<b>Is it required to address jurisdiction before substance?</b>	No	However, this is often the practice.
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	<b>Is it required to discuss the merits of the claim before quantum?</b>	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	<b>When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e.</b>	No	

	<b>scope of an indemnity clause prior to analyze the specific indemnity that is sought)?</b>		
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	Yes	
<b>XV. References to exhibits, authorities and witnesses declarations</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XV.1	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	<b>No</b>	
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	<b>Is it required to identify in the award all evidence submitted during the proceeding?</b>	<b>No</b>	
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	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	<b>No</b>	
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	But the arbitral tribunal may identify some of the authorities cited during the proceeding.
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	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	<b>No</b>	Although not required, it is standard practice.
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	<b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>	<b>No</b>	

XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	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	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	<b>Yes</b>	
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	<b>Is it permitted to cite in the award judicial precedents that were cited by the parties?</b>	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	<b>Is it permitted to cite in the award legal authors and doctrine?</b>	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	

<b>XVI. Use of annexes and diagrams</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XVI.1	<b>Are annexes to the award permitted?</b>	Yes	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	<b>Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?</b>	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	
XVI.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?	No	
<b>XVII. Miscellaneous</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XVII.1	<b>Are there any other local requirements for the validity on an award?</b>	No	
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	N/A	

