

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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26 July 2024

São Tomé & Príncipe

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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	The arbitration legislation of São Tomé and Príncipe consists mainly of Law No. 9/2006 – Law on Voluntary Arbitration – enacted on 2 November 2006 (“LVA”) together with the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “ New York Convention ”). The model for the LVA is the now-repealed Portuguese arbitration law of 1986 (Law No. 31/86 of 29 August 1986). The LVA departs significantly from the UNCITRAL Model Law. The LVA does not deal with the recognition and enforcement of awards issued outside of São Tomé and Príncipe. This matter is governed by the Code of Civil Procedure (“CCP”), subject to the provisions of the New York Convention (according to Article III of the New York Convention).

I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	This derives from Article 1 of the LVA, according to which a dispute may be referred to voluntary arbitration under this statute only if there is an arbitration agreement. Article 1(1) carves out cases that are subject to <i>mandatory</i> arbitration (“ <i>arbitragem necessária</i> ” in the original Portuguese language) – i.e. arbitration that dispenses with the need for an agreement to arbitrate. However, to the best of our knowledge there is to date no legislation providing for compulsory arbitration in any given matters. (In Portugal, compulsory arbitration exists for certain matters; that the LVA is modelled on the former Portuguese arbitration law arguably explains the reference to mandatory arbitration in the LVA).
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?	Yes	This derives from Article 23(1)(b) of the LVA.
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	
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	See comments below.

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	Under Article II(1(a) of the New York Convention, recognition and enforcement of an award can be obtained by providing either the authenticated original award or duly certified copy thereof. The award creditor will have to ensure that the arbitral tribunal provides them with one such original or duly certified copy, in addition to the original that must be deposited with the registrar’s office of the state court of the seat of the arbitration under Article 24(2) of the LVA.
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 requirement only exists for the “final decision of the arbitral tribunal” as per Article 23(1) of the LVA. On a literal interpretation of the LVA, therefore, it would seem interim or partial awards would not need to be in writing to be valid. Such awards however and quite obviously would not be enforceable.
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 23(3) 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 23(1)(e) 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 23(1)(e) 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	Under Article 23(1)(e) of the LVA the award must only state the “date when it was issued”, without it being specified whether this is the date when the last of the arbitrators signed the award or some other date (such as the date when the award was notified to the parties).
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	Under Article 23(1)(e) of the LVA the award must only state the “date when it was issued”, without it being specified whether this is the date when the last of the arbitrators

			signed the award or some other date (such as the date when the award was notified to the parties).
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	Under Article 23(1)(e) of the LVA the award must only state the “date when it was issued”, without it being specified whether this is the date when the last of the arbitrators signed the award or some other date (such as the date when the award was notified to the parties).
I.5	Are partial awards permitted?	Yes	Article 21(4) of the LVA tangentially refers to the possibility for an arbitral tribunal to issue an award on jurisdiction before dealing with the merits of the case (“ <i>The decision by which the Tribunal declares jurisdiction may not be scrutinised by the Judicial Court until after the decision on the merits of the case has been issued and under the conditions set out in Articles 27 and 31</i> ”). This is the only provision in the LVA that mentions partial awards. It seems safe to infer from Article 21(4) and, besides it, the silence of the LVA on partial awards, that they are permitted.
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?	NA	The LVA (in its Article 21(4)) only refers to partial awards on jurisdiction but it would be fair to assume that other types of partial awards (such as on the applicable law, liability, or the quantification of damages) are also permitted.
I.6	Are rectificative or interpretative additional awards permitted?	Yes	The LVA does not mention rectificative or interpretative additional awards. It merely provides in its Article 25 that the arbitral tribunal is <i>functus officio</i> once it has rendered its final award. However, such awards were permitted in Portugal under the 1986 arbitration law, which is the model of the LVA (see for instance the ruling of the Portuguese <i>Supremo Tribunal de Justiça</i> of 29 May 1991 in case no. 078981).
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?	No	The LVA is silent on rectificative or interpretative additional awards and so does not set out a deadline for issuing them. However, two other deadlines would constrain the arbitral tribunal’s ability to issue such awards: (i) the deadline of two months maximum, from the constitution of the full tribunal, to issue the award (as per Article 19(4) of the LVA), and

			(ii) the one-month deadline from the notification of the award to file for annulment of the award under Article 27(1) of the LVA.
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?	NA	
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	The LVA is silent on this issue. However, the practice under the former Portuguese arbitration law (which is the basis for the LVA), was to consider rectificative or interpretative additional awards to be part of the initial award, in line with the second sentence of Article 670(2) of the Portuguese Code of Civil Procedure. Article 670(2) CCP is identical to that provision and states in translation that “the decision that upholds [the request for correction or interpretation] is considered to be part of the decision.”
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	
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?	NA	The LVA is silent on this issue. However, if the practice under Portugal’s former arbitration law is any guide (and we believe it is for the reasons set out above in relation to question I.6.c), rectificative awards would only be admitted for clerical errors, in line with Article 667(1) CCP.
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?	NA	The LVA is silent on this issue. However, if the practice under Portugal’s former arbitration law is any guide (and we believe it is for the reasons set out above in relation to question I.6.c), interpretative additional awards would only be admitted with respect to any unclear or ambiguous determination in the award, in line with Article 669(a) CCP.
I.7	Are interim or preliminary awards permitted?	Yes	At least the LVA does not provide against them (it does not deal with such awards). Such awards were permitted and routinely used by tribunals applying the Portuguese 1986 arbitration law (which is the model for the LVA).

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	The LVA does not deal with interim or preliminary awards. Therefore, decisions on choice of law could either be subject to an interim award or be part of the 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	The LVA does not deal with interim or preliminary awards. Therefore, decisions on liability could either be subject to an interim award or be part of the 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	The LVA does not deal with interim or preliminary awards. Therefore, decisions on the interpretation of a particular provision could either be subject to an interim award or be part of the final award.
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	No	
I.8	Are awards by consent accepted?	Yes	At least the LVA does not provide against them.
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 the LVA does not provide against them.
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	The LVA being silent on default awards, there would be no bar to the arbitral tribunals rendering a final award by default.
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	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	Yes	It would be prudent to do so, in view of Article 16(d) of the LVA – which provides in translation that “both parties must be heard, whether orally or in writing, before the final award is rendered.” – and Article 26(c) LVA – under which a breach of Article 16 is a ground for annulment of the award, provided it had a “decisive influence on the resolution of the dispute.”
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 19(2)-(3) of the LVA the deadline to render the award is one month (!) from the date when the last arbitrator accepted their appointment, unless the parties agreed otherwise in the arbitration clause or in a separate document issued before the appointment of the first arbitrator. Under Article 19(4) of the LVA the parties may agree in writing to extend this deadline by an extra month (!). These requirements arguably explain why arbitration under the LVA has not taken off.
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	Under Article 8 of the LVA, arbitrators should be “fully capable” natural persons, “preferably lawyers and non-practicing judges”.

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?	Yes	The LVA is silent on this issue.
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	
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	At least this is not an explicit requirement under the LVA.
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	Note that for the award to be recognised and enforced in São Tomé and Príncipe it will have to be written in or translated into Portuguese.
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	But note that in order for the award to be recognised and enforced in São Tomé and Príncipe it will have to be written in or translated into Portuguese.
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.c</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	
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 LVA does not provide against the award bearing the arbitrators' electronic signatures.
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 derives from Article 23(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, under Articles 23(1)(g) and 23(2) of the LVA the award must state which of the arbitrators could not or did not want to sign and must “include [any] duly identified” dissenting opinions.
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 LVA does 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	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	No	The signature of a majority of the arbitrators is enough, as per Article 23(2) of the LVA.
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 signature of a majority of the arbitrators is required (Article 23(2) of the LVA).
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 LVA does not provide against it.
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	No	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	The LVA does not provide against it.
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No	
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	NA	
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)?	NA	
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?	NA	

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	Article 23(1)(g) LVA provides that the award must state “the seat of the arbitration and place and date of the rendering of the decision”. Accordingly, the LVA implicitly permits that the award be signed at a place different from the seat of the arbitration.
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 23(1)(e) of the LVA.
III.9.a	If your answer to question III.9 is yes, should each arbitrator state the effective date when he/she signed the award?	No	Article 23(1)(e) of the LVA merely states that the award must state the date on which it was rendered.
III.9.b	If your answer to question III.9.a is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	No	Article 23(1)(e) of the LVA merely states that the award must state the date on which it was rendered. It does not state what that date is.
III.9.c	If your answer to question III.9.a 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 III.9.c 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 III.9.d is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	

III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	NA	The arbitrators are free to choose the format they prefer (the LVA is silent on this specific issue).
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	No	This seems to go against Article 23(1)(e) of the LVA insofar as the date of submission to the relevant arbitral institution's approval is arguably before the date of rendering of the award.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	Yes	At least the LVA does not provide against it, whether expressly or implicitly.
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	NA	

III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	NA	
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	This derives from Article 23(1)(e) of the LVA.
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?	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.)?	No	
III.14	Are arbitrators or the arbitral institution required to bind the award?	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.)?	NA	
IV. Notification of the award		(Yes/ No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	Yes	Under Article 24(1) of the LVA the notification of the award must be made by the president of the arbitral tribunal, by registered letter. This provision seemingly applies to both ad-hoc and institutional arbitration proceedings.
IV.1.a	If your answer to question IV.1 is yes, is it required for the award to be notified through judicial assistance?	No	
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?	No	
IV.1.c	If your answer to question IV.1 is yes, is it required for the award to be notified through judicial assistance?	No	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	No	
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	This derives from Article 24(1) of the LVA.

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?	NA	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	Yes	This derives from Article 24(1) of the LVA but this provision may arguably be departed from by a contrary provision in the applicable set of institutional arbitration rules.
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?	NA	
IV.5	Is it required to provide each of the parties with an original version of the award?	No	However, under Article 24(2) of the LVA one original of the award must be deposited with the registrar's office of the state court of the seat of the arbitration, unless otherwise provided by the parties or any applicable institutional rules of arbitration. Therefore, the arbitral tribunal should always issue one further original award than there are parties to the arbitration, so that one original can be sent to each party and the spare one to be deposited with the registrar's office of the state court of the seat of the arbitration.
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)?	NA	
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?	No	
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	Under Article 24(2) of the LVA the original of the award must be deposited with the registrar's office of the state court of the seat of the arbitration, unless otherwise provided by the parties or any applicable institutional rules of arbitration.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	It should be the original award.
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	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	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	At least the LVA does not provide against it.
IV.9	Is it required for the notification of the award to be made by public postal services?	No	
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	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 the LVA does not 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	
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?	No	

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?	Yes	
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?		Under Article 24(3) of the LVA the president of the arbitral tribunal must notify the parties of the depositing of the original award with the registrar's office of the state court of the seat of the arbitration.
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)?	No	
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?	No	
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)?	No	
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?	No	
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.
V.I.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	Yes	At least the LVA does not provide against it.
V.I.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	This would arguably expose the award to annulment under Article 26(1)(b) of the LVA – irregularity in the constitution of the arbitral tribunal.
V.I.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	At least the LVA does not provide against it.

VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.		The only (implicit) restriction on the tribunal secretary's role under the LVA would be not to be part of the decision-making process, as this may expose the award to annulment under Article 26(1)(b) of the LVA – irregularity in the constitution of the arbitral tribunal.
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	No	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	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 23(3) of the LVA.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	It must set out the subject matter of the dispute under (Article 23(1)(c) 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	The award must identify the parties (Article 23(1)(a) of the LVA). As such it would be sensible for the award to state both 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?	No	
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?	Yes	The award shall only contain a “reference to the arbitration agreement” (Article 23(1)(b) of the LVA). Out of an abundance of caution the award should contain at the very least the precise terms of the arbitration agreement and the parties to it and, if available, its date.
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?	NA	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	Yes	This is implicit in the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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?	NA	
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	However, it would be prudent and good practice for the award to do so.

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?	No	However, it would be prudent and good practice for the award to do so, especially in view of the requirement of Article 16(a) of the LVA that the parties be treated equally.
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?	No	However, it would be prudent and good practice for the award to do so, especially in view of the requirement of Article 16(a) of in the LVA that the parties be treated equally.
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	The award must identify the arbitrators (Article 23(1)(d) of the LVA). It follows that it should at least contain their names and 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?	No	However, it would be prudent and good practice for the award to do so, especially in view of the possibility to set the award aside in the event of the arbitral tribunal having been constituted irregularly.
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?	No	However, it would be prudent and good practice for the award to do so, especially in view of the requirement of Article 16(c) and (d) of the LVA that the tribunal uphold due process throughout the proceedings.

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)?	Yes	This requirement is set out in Article 23(1)(c) of the LVA.
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	No	
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?	NA	
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?	Yes	
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	This follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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 follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA)..
VII.6	Is it required for the award to recite the parties’ request for relief?	Yes	This follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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?	Yes	This follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	Yes	This follows from the fact that an <i>infra petita</i> or <i>ultra petita</i> ruling would expose the award to annulment under Article 26(1)(e) of the LVA.
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	

VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	Yes	This follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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	This follows from the requirement that the award state the reasons on which it is based (Article 23(3) 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	This follows from the requirement that the award state the reasons on which it is based (Article 23(3) 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	This follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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 the LVA does not 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	But only to the extent that the tribunal's decision on the disputed procedural rules has had an impact on the outcome of the dispute. This again follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).

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	But only to the extent that the tribunal's decision on the disputed procedural rules has had an impact on the outcome of the dispute. This again follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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 follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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 follows from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	At least not as far as we know.
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	Requirement set out in Article 23(3) 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?	Yes	This follows from the requirements that the arbitral tribunal uphold due process and that the parties be treated equally throughout the proceedings (Article 16(c) and (d) of the LVA).
VIII.2	Is the arbitral tribunal required to address each of the parties’ main arguments on each issue?	No	The arbitral tribunal should at least address the parties’ arguments that bear on the outcome of the dispute. This would derive from the requirement that the award state the reasons on which it is based (Article 23(3) of the LVA).
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	But only if authorised to do so by the Parties, as per Article 22 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 VIII.5 is yes, to what extent is the arbitral tribunal allowed to apply such principle?		The arbitral tribunal should give the parties the opportunity to present their case on any legal points it raised of its own motion. This requirement derives from Article 16(c) of the LVA.
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 follows from the fact that <i>infra petita</i> or <i>ultra petita</i> rulings would expose the award to annulment under Article 26(1)(e) of the LVA.
IX.1.a	If your answer to question IX.1 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 IX.1.a 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	It would, however, be prudent to do so considering that <i>infra petita</i> or <i>ultra petita</i> rulings expose the award to annulment under Article 26(1)(e) of the LVA.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	At least the LVA does not provide against it.
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	At least the LVA does not 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 the LVA does not 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	This is allowed by Article 23(2) of the LVA.
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?	Yes	The award must “include” any associated dissenting opinion under Article 23(2) of the LVA.
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?	NA	
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	

X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	At least the LVA does not provide against it.
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 the LVA does not 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	It would however be prudent and good practice for such issues to be clearly designated.
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	At least the LVA does not provide against it.
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 LVA is silent as to how costs are to be allocated.
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	The LVA is silent as to how costs are to be allocated
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	The LVA is silent as to how costs are to be allocated

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	The LVA is silent as to how costs are to be allocated
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	The LVA is silent as to how costs are to be allocated
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	The LVA is silent as to how costs are to be allocated
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	The LVA is silent as to how costs are to be allocated
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	The LVA is silent as to how costs are to be allocated
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	Article 23(4) of the LVA simply states that the award shall determine the costs of the arbitration and allocate them between the parties.
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?	NA	
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	Article 23(4) of the LVA simply states that the award shall determine the costs of the arbitration and allocate them between the parties.

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?	NA	
XIII.7	Is it required for the award on costs to be reasoned?	Yes	This is implicit in the requirement that the award as a whole be reasoned (Article 23(3) 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 rendered in São Tomé and Príncipe are usually structured as follows:</p> <ol style="list-style-type: none"> 1. Procedural History 2. Facts that have been proved 3. Facts that have not been proved 4. Application of the law to the facts/reasoning 5. Determination and allocation of arbitration costs 6. Dispositive part
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 (Article 23(3) 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 specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	Yes	This follows from the requirement that an award must state the reasons on which it is based (Article 23(3) 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	At least the LVA does not 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	At least the LVA does not 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	At least the LVA does not 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	At least the LVA does not 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	At least the LVA does not provide against it, insofar as these legal authorities are not used to support a legal argument that has not been put to the parties beforehand. If this limit is crossed, it may be said that the tribunal has not upheld due process thereby exposing the award to annulment under Article 26(c) of the LVA.
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	The LVA is silent on this issue.
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	The LVA is silent on this issue.
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 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	The LVA is silent on this issue but awards routinely cite legal authors and doctrine that were not cited by the parties.

XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	Yes	Provided that these tools result from material that is on the record. If the tribunal were to rely on material that is not on the record, it may amount to a breach of due process exposing the award to annulment under Article 26(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	
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?	Yes	But only to the extent that these tools result from material that is on the record. If the tribunal were to rely on material that is not on the record, it may amount to a breach of due process exposing the award to annulment under Article 26(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	

