

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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Tanzania			
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	Tanzania has not adopted the UNCITRAL Model Law. The Tanzanian Arbitration Act [Cap 15 RE 2020] (Arbitration Act) is based on the English Arbitration Act of 1996 (AA1996).
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	
I.2.a	If your answer to question <u>I.2</u> is yes, does the agreement to arbitrate have to be transcribed into the award?	No	
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No	

I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	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?	Yes	The award must resolve a substantive issue, not merely a procedural matter to be considered an arbitral award. An arbitral award is defined under the Arbitration Act as a decision of the arbitral tribunal on the <u>substance of a dispute</u> including any interim or interlocutory orders.
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	Does the award comply with certain minimal formal requirements?	Yes	Section 59 of the Arbitration Act enables the parties to agree on the form of an award. Unless agreed otherwise, the award must: a) be in writing signed by all arbitrators; b) contain the reasons for the award unless it is an agreed award or the parties have agreed to dispense with the reasons; and c) state the seat of arbitration and the date when the award is made. The form of the award should be as provided under Regulation 47(3) of the Rules of Procedure.
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 59 of the Arbitration Act allows parties to agree on various forms of an award, including oral awards. However, Regulation 47 of the Rules of Procedure requires all awards to be in writing. Additionally, the enforcement procedure for arbitral awards necessitates a written award to support the application for enforcement. Consequently, oral awards cannot be enforced, making written awards mandatory. Domestic awards require a copy of the original award, certified by the petitioner or their advocate as a true

			copy. For the enforcement of foreign awards in Tanzania, the applicant must produce the original award or a duly authenticated copy according to the law of the country where it was made.
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	Yes	Unless the parties have agreed to dispense the requirement to provide reasons, the award must be a reasoned instrument.
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	There is no obligation to state the place(s) in which the proceedings may physically have been conducted. It is required, however, to state the seat of arbitration.
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	
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	Not necessarily. Pursuant to Section 61 of the Arbitration Act, unless the parties have agreed otherwise, the arbitral tribunal has the authority to determine the date on which the award is considered to have been made. If the tribunal does not make such a decision, the date of the award is considered to be the date on which it was signed by the arbitrator or, where more than one arbitrator signs the award, the date signed by the last arbitrator
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?	NA	Please see our response to question I.4.f above.

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	
I.5	Are partial awards permitted?	Yes	
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		<p>While the Arbitration Act does not use the term “partial award”, Section 54 of the Arbitration Act enables the arbitral tribunal, unless the parties have agreed otherwise, to issue multiple awards at different times, addressing various aspects of the matters in dispute. This includes making awards on issues affecting the entire claim or only a part of the claims submitted. When making such an award, the tribunal must specify the particular issue or claim that is the subject of the award, otherwise, it may be challenged under Section 75(2)(f) or 75(2)(h) of the Arbitration Act.</p> <p>Regulation 44 of the Rules of Procedure, however, explicitly uses the term “partial awards” in providing that the arbitral tribunal has the authority to issue interim, interlocutory, or partial awards, in addition to the final award.</p> <p>Neither statute nor case law in Tanzania provide guidance on when a partial award may be issued. Further guidance may be sought from precedent in the United Kingdom given the similarities with Section 47 of the AA1996.</p>
I.6	Are rectificative or interpretative additional awards permitted?	Yes	<p>The Arbitration Act does not specifically use the term rectificative or interpretative additional awards. It simply provides for the powers of the tribunal to make corrections or additional awards.</p> <p>In the absence of an agreement stating otherwise which may provide for a forum that permits for rectificative or interpretative additional awards, Section 64(2)(a) of the Arbitration Act allows the tribunal to correct an award to address clerical errors, clarify, or remove any ambiguity.</p> <p>The phrase "clarify or remove any ambiguity" has not been specifically defined by Tanzanian courts. However, guidance may be sought from English law. In the case of <i>McLean Homes South East Limited v Blackdale Ltd [2001] 11 WLUK 79</i>, the High Court</p>

			<p>interpreted this phrase in Section 57(3)(a) of the AA1996 (which is <i>pari materia</i> with Section 62(2)(a) of the Tanzanian Arbitration Act), to encompass "<i>not only slips and other similar mistakes, but also substantive clarifications and the removal of ambiguities, both of which are likely to be of potential importance if necessary.</i>"</p> <p>In the case of <i>Al-Hadha Trading Co v Tradigrain SA</i> [2002] 2 Lloyd's Rep. 512, the Queen's Bench stated "<i>if the award contains inadequate rationale or incomplete reasons, it is likely to be ambiguous or to require clarification, which is precisely within the jurisdiction in section 57(3)(a).</i>"</p> <p>The tribunal is obliged to give the parties a reasonable opportunity to make representations before it, before correcting the said award.</p> <p>It is important to note that such correction should not change the substantive findings of the tribunal as it becomes <i>functus officio</i> upon delivery of the award.</p> <p>Section 64(2)(b) of the Arbitration Act enables the tribunal to make additional awards in respect of any claim, including a claim for interest or costs, which was presented to the arbitral tribunal but was not dealt with in the award. Accordingly, a rectificative or interpretive action cannot be considered an additional award and will not be considered in this section.</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	Pursuant to Section 64(3) of the Arbitration Act, an application by a party must be made within 28 days of the date of the award or longer time with the agreement of the parties. The Tribunal thereafter has 28 days to make such correction upon receipt of such application, or where the correction is made by the tribunal at its own initiative, within 28 days of the date of the award.
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		Please see response to question I.6.a above.
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	Section 64(6) of the Arbitration Act explicitly states that any correction forms 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?	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?		Please see our response to question 1.6 above.
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?		Please see our response to question 1.6 above.
I.7	Are interim or preliminary awards permitted?	Yes	<p>An arbitral award under the Arbitration Act is defined to include interim awards. Regulation 37 of the Rules of Procedure provides, in relation to interim awards, that the tribunal must decide on any challenge to its jurisdiction as a preliminary matter. However, the tribunal retains the option to proceed with the arbitration and address the jurisdictional challenge in its final award if it deems this approach suitable.</p> <p>It is important to note that the AA1996, like the Arbitration Act, intentionally avoids using the term "interim awards" to prevent ambiguity between provisional and partial awards. This distinction was pointed out in paragraph 233 of The Departmental Advisory Committee on Arbitration (DAC Report) on the Arbitration Bill 1996.</p> <p>In the English case of <i>Lorand Shipping Ltd v Davof Trading (Africa) BV (The Ocean Glory)</i> [2014] EWHC 3521 (Comm), the English Commercial Court stated in paragraph 6 that the use of the term "interim awards" "are a constant source of confusion and should be abandoned..." Consequently, the term "provisional award" (Section 46 of the Arbitration Act) should be preferred to interim awards.</p>
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	<p>Please see our response in I.7 above.</p> <p>The scope of interim awards seems to be limited to questions concerning the jurisdiction of the arbitral tribunal.</p>

I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	No	Please see our response in I.7.a above.
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	No	
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?		An interim award under the Rules of Procedure is simply a resolution by the tribunal on its jurisdiction. It is not capable of being enforced.
I.8	Are awards by consent accepted?	Yes	Under Section 58 of the Arbitration Act.
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	Unless the parties agree otherwise.
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	<p>Under Section 48 of the Arbitration Act, the parties may agree on the powers of the arbitral tribunal, in case a party fails to take necessary steps for the proper and expeditious conduct of the arbitration.</p> <p>The arbitral tribunal is empowered to exercise certain powers under the Arbitration Act in specific circumstances unless the parties have agreed otherwise:</p> <ul style="list-style-type: none"> a) If there has been an inordinate and inexcusable delay by the claimant in pursuing their claim, and this delay creates a substantial risk of unfair resolution or causes serious prejudice to the respondent, the tribunal may dismiss the claim. b) If a party fails to attend or be represented at an oral hearing, or fails to submit written evidence or make written submissions without sufficient cause, the tribunal may continue the proceedings and make an award based on the evidence before it.

			<ul style="list-style-type: none"> c) If a party fails to comply with any order or directions of the tribunal, the tribunal may issue a peremptory order specifying a time for compliance. d) If a claimant fails to comply with a peremptory order to provide security for costs, the tribunal may dismiss the claim. e) If a party fails to comply with any other peremptory order, the tribunal may: <ul style="list-style-type: none"> i) Decide that the defaulting party cannot rely on any related allegation or material. ii) Draw adverse inferences from the non-compliance. iii) Proceed to an award based on the materials properly provided. iv) Make an appropriate order regarding the payment of arbitration costs incurred due to the non-compliance, without prejudice to Section 49 of the Act.
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?		<p>The law is silent on this issue.</p> <p>As stated in question I.5 above, given that partial awards are considered final, the decision as to whether to issue a partial award in case of a default is to be determined by the tribunal. In most cases however, such an order will be issued in the form of a final award, given that the non-defaulting party is still obliged to prove its case before the tribunal.</p>
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?		Please see our response to question I.9.a above.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	<p>Section 48(2)(b) of the Arbitration Act simply mandates that “due notice” of the hearing should have been given to the defaulting party.</p> <p>Beyond that, the tribunal ought to act in a manner compliant with Section 37(1)(a) of the Arbitration Act, that is, “<i>fairly and impartially as between the parties, giving each party a reasonable opportunity of putting his case and dealing with that of his opponent.</i>”</p>

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?	No	There isn't any explicit requirement however, given that the tribunal ought to give each party a reasonable opportunity for presenting their case, it would be prudent to document such steps.
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.		Regulation 43(1) of the Rules of Procedure provides that unless otherwise agreed by the parties, the tribunal shall issue a final award within thirty days of the conclusion of the hearing, except in such cases where the tribunal considers the period may be extended adequately.
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.		<p>Regulation 14 of the Rules of Procedure provides for the qualifications of an arbitrator:</p> <ul style="list-style-type: none"> a) <i>“be an arbitrator who is accredited or registered in terms of the Reconciliation, Negotiation, Mediation and Arbitration (Practitioners Accreditation) Regulations;</i> b) <i>not have family relationship based on descent and marriage down to the third generation, with any of the parties in dispute;</i> c) <i>not possess financial interest or anything whatsoever on the result of arbitration resolution;</i> d) <i>named in the arbitration agreement by the parties.</i> e) <i>be persons of high moral character and recognized competence in the fields of law, commerce, industry or finance, who may be relied upon to exercise independent judgment.”</i> <p>Regulation 6(1) of the Reconciliation, Negotiation, Mediation and Arbitration (Practitioners Accreditation) Regulations, 2021 accreditation qualifications namely:</p>

			<p><i>“A person shall be eligible for registration to practice as an accredited arbitrator if that person possesses any of the following:</i></p> <ul style="list-style-type: none"> <i>a) has qualifications to be appointed as a Judge of the High Court;</i> <i>b) has experience of at least five years in panels and tribunals that settle disputes at national or international level;</i> <i>c) has a dispute resolution qualification from a recognized institution;</i> <i>d) is an advocate within the meaning of the Advocates Act having at least five years of practice;</i> <i>e) is a member of an allied association having at least five years experience as a practicing professional; or</i> <i>f) is a holder of bachelor degree or its equivalent from a recognized institution having at least ten years experience in field of telecom, information technology, intellectual property rights or any other specialized areas in the public service or private sector.”</i> <p><i>In the case of M/S Rans Company Limited v Roads Fund Board & Another, Miscellaneous Commercial Cause No 33 of 2022, High Court of Tanzania (Commercial Division), at Dar es Salaam (unreported), the petitioner challenged an arbitral award on the ground that the award was issued by an arbitrator who was unaccredited, contrary to the Arbitration Act.</i></p> <p><i>The court, after careful consideration, upheld the objection raised by the petitioner. It ruled that the arbitrator had conducted the arbitration proceedings without being duly accredited or registered, as required by law. Consequently, the arbitrator had exercised powers that they did not possess, rendering the award null and void.</i></p>
II. Language			
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	Yes	<p>Section 38(1) of the Arbitration Act stipulates that, unless otherwise agreed by the parties, the tribunal has the authority to make decisions on all procedural and evidential issues, including the language to be used in the proceedings.</p> <p>Pursuant to Regulation 31 of the Rules of Procedure, the language used in both the arbitral proceeding and the award, should align with the language used in the arbitration agreement, unless the tribunal decides otherwise after considering the parties' views and the</p>

			circumstances of the arbitration. Implicitly, the language of the arbitral proceeding will align with the language of 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	Please see our response to question II.1 above. The tribunal is obliged to give effect to the agreement of the parties on the language of the award.
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	NA	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	Yes	As provided in question II.1 above, the language of the award and the proceedings align with the language of the arbitration agreement.
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	NA	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	NA	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	NA	The tribunal is empowered to consider the circumstances of the parties in arbitration in determining the language to be used in arbitration. This would include the nationality of the parties.
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	Yes	Please see our response to question II.1 above. By default, the language used in the award aligns with the arbitration agreement. However, the tribunal has the authority to take into account the parties' situation and the circumstances of the arbitration before determining the language to be employed.

II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	Yes	Although not expressly stipulated in the law, it is reasonable to expect that the language used in the award should be comprehensible to all arbitrators, considering that each arbitrator must issue a decision on the claim. Alternatively, this requirement may be fulfilled through translation.
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?		Please see our response to question II.2 above.
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?		Please see our response to question II.2 above.
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?		Please see our response to question II.2 above.
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?		Please see our response to question II.2 above.
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?		Please see our response to question II.2 above.
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	No	Regulation 31(4) of the Rules of Procedure is clear that the award should be prepared in the language of the arbitration agreement. It is important to note that, under Regulation 31(2) of the Rules of Procedure, the tribunal may order that any documents submitted in languages other than the language of arbitration be accompanied by a translation, in whole or in part, into the language of arbitration.

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?	Yes	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	Yes	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	No	
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?	Yes	Please see our response to question II.3 above.
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?	No	Only the party that submitted the quote may be ordered to submit a translation of the quote; this obligation does not extentto the other party.
II.3.g	If your answer to question II.3.b <u>is yes, is there any specific requirement regarding the person who can translate the text (ie. sworn translator)?</u>	No	While not explicitly provided, it would be within the discretion of the tribunal to order as such.
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	Pursuant to Section 6 of the Electronic Transaction Act [Cap 442 RE 2022], where the law requires the signature of a person, that requirement shall be met by a secure electronic signature.

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	Please see our response to question III.1 above.
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	Section 59(1) of the Arbitration Act requires an award to be " <i>signed by all the arbitrators or all those assenting to the award.</i> "
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	Regulation 48(2) of the Rules of Procedure requires that where there are three arbitrators and one of them fails to sign an award, the award shall state the reasons for the absence of the signature.
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	<p>A dissenting arbitrator may sign the award, but it is not required. As stated in our response to question III.2 above, the Arbitration Act requires the award to be signed by all the arbitrators, or all those assenting to the award.</p> <p>Paragraph 251 of the DAC report provides:</p> <p><i>"Subsection (3) provides that the award shall be in writing and signed by all the arbitrators or, alternatively, by all those assenting to the award. An earlier draft of this subsection had only stipulated that all arbitrators assenting to an award sign it. It was pointed out to the DAC, however, that (for whatever reason) some dissenting arbitrators may not wish to be identified as such, and that the provision should therefore be amended to provide for this."</i></p>

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	Please see our response to question III.2.a above.
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?	Yes	This is required under Section 59(1) of the Arbitration Act.
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?	NA	
III.5	Is initialling of all the pages of the award required?	No	It is neither prohibited, nor required. The arbitrators may choose to do so.
III.5.a	If your answer to question <u>III.5</u> is yes, is initialing 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 initialing of all the pages permitted?	NA	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialing 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 initialing of the award by the dissenting arbitrator permitted?	Yes	It is neither prohibited, nor required.

III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No	Section 60 of the Arbitration Act provides that “ <i>where the seat of the arbitration is in Mainland Tanzania, unless otherwise agreed by the parties, any award in the proceedings shall be treated as made in Mainland Tanzania, regardless of where it was signed, dispatched or delivered to any of the parties.</i> ”
III.7.a	If your answer to question III.7 is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	It is not a requirement for the arbitrators to sign the award in the presence of one another.
III.7.b	If your answer to question III.7.a is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	NA	
III.7.c	If your answer to question III.7 is yes, would this requirement also apply to cases where electronic signature is permitted?	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	
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	As required under Section 61(1) of the Arbitration Act which provides that “ <i>an arbitral tribunal may, unless otherwise agreed by the parties, decide what is to be considered as the date on which the award was made.</i> ”

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	They may choose to do so; however, there is no such requirement.
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	Not necessarily. According to Section 61(2) of the Arbitration Act, if the arbitrators have not reached a decision on the date of the award, the date of the last signature is deemed to be the date of the award.
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	Pursuant to the Interpretation of Laws Act [Cap 1 RE 2019], a reference to a month is construed as a reference to a solar calendar month. Accordingly, the solar calendar will be utilized during the arbitration proceedings.
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?		The law does not stipulate the format to be used, simply that a date should be included. Based on the usage of dates in statutes, we recommend that the entire date be written e.g. 1 January 2019.

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)?		Date Month Year
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	NA	
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	Yes	Section 61(1) of the Arbitration Act allows the tribunal to decide the date of the award.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	Yes	Yes, unless otherwise agreed by the parties (Section 61(1) of the Arbitration Act).
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?	See comment	Yes, if the tribunal does not decide on an effective date (Section 61(2) of the Arbitration Act).
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	According to 59(2)(c) of the Arbitration Act, the award must state the seat of arbitration. It is not necessary to state the physical location of where the arbitration proceedings may have taken place. Furthermore, Section 60 of the Arbitration Act provides “ <i>that where the seat of the arbitration is in Mainland Tanzania, unless otherwise agreed by the parties, any award in the proceedings shall be treated as made in Mainland Tanzania, regardless of where it was signed, dispatched or delivered to any of the parties.</i> ”

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?	No	
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?	No	Please see our response to question III.12 above.
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	
III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	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?	No	Section 62(1) of the Arbitration Act provides that parties are at liberty to agree on the requirements regarding notification of an award. Barring any such agreement, Section 62(2)

			of the Arbitration Act requires the tribunal to notify the parties, by serving copies of the awards to them, no later than 30 days from the date the award was made.
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NA	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	Yes	<p>Please see our response to question IV.1 above. It is for the tribunal to notify the parties to the arbitration.</p> <p>Furthermore, in accordance with Section 86(1) of the Arbitration Act, the parties have the freedom to agree on the method of service for documents, including awards. In the absence of such an agreement, documents may be served on a party by "any effective means" as outlined in Section 86(2) of the Arbitration Act.</p>
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	Yes	Please see our response to question IV.2 above.
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	Please see our response to question IV.1 above.

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	Section 62(2) of the Arbitration Act provides that, in the absence of an agreement between the parties on notification of an award, the tribunal “ <i>shall notify the parties by service of copies of the award...</i> ” To the extent that a foreign award is being enforced in Tanzania, an original or authenticated copy will be required by the courts in Tanzania (Regulation 66(4)(a) of the Rules of Procedure).
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?	NA	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?		Only if a foreign award is being enforced in Tanzania.
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?	No	Where the seat of arbitration is Mainland Tanzania, there is no requirement to provide original copies of the award to the court. In order to pursue enforcement, however, Regulations 51(4) and 51(5) of the Rules of Procedure provide that an original or a signed copy of the award may be filed in court by the tribunal.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	Yes	As provided in Section 6 of the Electronic Transaction Act [Cap 442 RE 2022], the signature by the arbitrator should be made by way of a secure electronic signature. A signature shall be deemed to be secure if: a) is unique for the purpose for which it is used; b) can be used to identify the person who signs the electronic communication; c) is created and affixed to the electronic communication by the signer; d) is under control of the person who signs; and e) is created and linked to the electronic communication to which it relates in a manner such that any changes in the electronic communication would be revealed.

IV.8	Is it required for the notification of the award to be made by international courier?	No	Please see our response to question IV.1 above. Furthermore, Regulation 51(5) of the Rules of Procedure insinuates that the parties are notified of the award through a letter. The Regulation provides that the tribunal may, “ <i>in the letter transmitting the award to the parties...</i> ”
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	
IV.9	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	

IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	No	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	Yes	<p>Pursuant to Regulation 51(4) of the Rules of Procedure, the tribunal shall, upon request from any party to the award or any person claiming under them, and upon payment of the relevant fees and charges, file the award in court within the time limit set by the Law of Limitation Act [Cap 89 RE 2019] (six months). The arbitrators must also notify the parties of the filing.</p> <p>Notwithstanding the above, the tribunal may, in the letter transmitting the award to the parties, allow any party to the proceeding to file in court, a certified copy of the award, together with the proceedings, for the purposes of registering it.</p>
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.	NA	
IV.12	Is there any time limit established for notification purposes?	Yes	
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.		Section 62(2) of the Arbitration Act provides that in the absence of an agreement between the parties, the tribunal shall notify the parties by service of copies of the award no later than <u>30 days from the date the award was made.</u>

			This is subject to the tribunal's power to withhold the award in case of non-payment of its fees and expenses (Section 63 of the Arbitration Act).
IV.12	Are there any additional specific local requirements for the notification of the award?	No	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	
V. Confidentiality		(Yes/ No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	No	<p>As a general rule, pursuant to Section 39 of the Arbitration Act, every arbitration agreement is understood to prohibit the parties and the tribunal from disclosing confidential information to third parties, except under the exceptions provided under Section 39(3) of the Arbitration Act eg to legal counsel or where it is required by law..</p> <p>Confidential information is defined as:</p> <p>a) <i>“in relation to arbitral proceedings, means information that relates to the arbitral proceedings or to an award made in those proceedings, and includes-</i></p> <ul style="list-style-type: none"> <i>i) the statement of claim, statement of defence, and all other pleadings, submissions, statements, or other information supplied to the arbitral tribunal by a party;</i> <i>ii) any evidence, whether documentary or otherwise, supplied to the arbitral tribunal;</i> <i>iii) any notes made by the arbitral tribunal of oral evidence or submissions given before the arbitral tribunal;</i> <i>iv) any transcript of oral evidence or submissions given before the arbitral tribunal;</i> <i>v) any rulings of the arbitral tribunal; or</i> <i>vi) any award of the arbitral tribunal;</i>

			<p>b) <i>in relation to confidential information, includes publishing or communicating or otherwise supplying the confidential information.”</i></p> <p>None of the above provisions prohibits the disclosure of confidential information between the tribunal and the parties. Consequently, the decision to share a draft award with the parties’ rests with the tribunal.</p>
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)?	Yes	Regulations 32(5) and 32(6) of the Rules of Procedure requires all deliberation by the tribunal to take place in private and remain confidential.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	NA	
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	Yes	Please see our response to question V.1.above.
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.	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	<p>The law states that the award constitutes the tribunal's final decision, but it does not specify the process for drafting an award or the appointment of an arbitral tribunal secretary. It appears that the tribunal may appoint a secretary under Section 45(1) of the Arbitration Act, if agreed upon by the parties.</p> <p>Considering that the Arbitration Act is based on the AA1996, which is also silent on the use of tribunal secretaries, guidance from the UK serves as persuasive authority in</p>

			<p>Tanzania. In the case of <i>P v Q 2017 EWHC 194 (Comm) (P v Q)</i>, the court held in paragraph 65 the following on the use of secretaries appointed under the London Court of International Arbitration Rules (LCIA Rules):</p> <p><i>“...the use of a tribunal secretary must not involve any member of the tribunal abrogating or impairing his non-delegable and personal decision-making function. That function requires each member of the tribunal to bring his own personal and independent judgment to bear on the decision in question, taking account of the rival submissions of the parties; and to exercise reasonable diligence in going about discharging that function. What is required in practice will vary infinitely with the nature of the decision and the circumstances of each case.”</i></p> <p>The court also held in its judgment on paragraphs 62 and 63 that the role of a tribunal secretary could include a certain degree of assistance with respect to drafting the award, under the supervision and in accordance with the tribunal’s instructions.</p> <p>To the extent that the drafting by the arbitral tribunal secretary is done under the supervision of the tribunal, there does not seem to be a problem in utilizing such secretaries.</p>
VI.1.a	<p>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?</p>	No	<p>Please see our response to question VI.1 above.</p> <p>Further, the court in P v Q stated in paragraph 67 that:</p> <p><i>“A judge may be assisted by the views of a judicial assistant or law clerk, but that does not prevent him or her from reaching an independent judgment in accordance with the judicial function. An arbitrator who receives the views of a tribunal secretary does not thereby necessarily lose the ability to exercise full and independent judgement on the issue in question.”</i></p> <p>However, it proceeded to state on paragraph 68, that as a matter of best practice, <i>“care must be taken to ensure that the decision-making is indeed that of the tribunal members alone. The safest way to ensure that that is the case is for the secretary not to be tasked with anything which involves expressing a view on the substantive merits of an application or issue.”</i></p>

VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	Yes	Please see our responses to question VI.1 and VI.1.a above.
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.	See comment	Please see our responses to question VI.1 and VI.1.a above. The Arbitration Act, and the Rules of Procedure, are silent on the role of the tribunal secretary in assisting with the award. It appears that such a role may be defined by the tribunal, in consultation with the parties, or obtain their agreement as to the scope of the secretary's roles.
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.	See comment	Please see our responses to question VI.1 and VI.1.a above.
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	No	As a matter of best practice, the award should state the name of the arbitral tribunal secretary.
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	As a matter of best practice, such statement should include a description regarding the appointment of the arbitral tribunal secretary.
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	Unless otherwise agreed by the parties to dispense such requirement or it is an agreed award, Section 59(2)(b) of the Arbitration Act mandates that the award should contain the reason for the award.
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	No	<p>Unless the parties have agreed otherwise, Section 59 of the Arbitration Act, discussing the form of an award, provides that an award shall:</p> <ul style="list-style-type: none"> a) <i>“be in writing signed by all the arbitrators or all those assenting to the award;</i> b) <i>contain the reasons for the award unless it is an agreed award or the parties have agreed to dispense with the reasons; and</i> c) <i>state the seat of the arbitration and the date when the award is made.”</i> <p>There isn't a requirement to include additional administrative or procedural issues or information in the award.</p>
VII.2.a	If your answer to question VII.2 is yes, is it required for the award to contain the names and addresses of the parties?	NA	Based on the need to identify parties, this information is usually included.
VII.2.b	If your answer to question VII.2 is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	NA	Included based on common practice.

VII.2.c	If your answer to question VII.2 is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	NA	Included based on common practice.
VII.2.d	If your answer to question VII.2 is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	NA	Included based on common practice.
VII.2.e	If your answer to question VII.2 is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	NA	As provided in question VII.2 above, the award is to include the seat of arbitration.
VII.2.f	If your answer to question VII.2 is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	NA	Included based on common practice.
VII.2.g	If your answer to question VII.2.f 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	Included based on common practice. In the event such laws or rules applicable are the subject of dispute, the tribunal would have to explain its decision as part of its duty to give reasons.
VII.2.h	If your answer to question VII.2.f 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 VII.2 is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	NA	While the tribunal is not obliged to include such reasoning in the award, it is important to note that the tribunal is obliged, under Section 53(1) of the Arbitration Act, to determine the dispute <i>“in accordance with the law chosen by the parties as applicable to the substance of the dispute.”</i> <i>“Where there is no such choice or agreement, the arbitral tribunal shall apply the law determined by rules of the conflict of laws which are applicable.”</i> (Section 53(3) of the Arbitration Act).

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?	NA	Please see our response to question VII.2.i above. The matters under VII.2.j to VII.2.w are usually contained in an award based on common practice.
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	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	NA	Please see our response to question VII.2.j above.
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	NA	Please see our response to question VII.2.j above.
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	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.

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?	NA	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.
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?	NA	Please see our response to question VII.2.j above.
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?	Yes	Given that the tribunal is empowered to issue partial awards, Section 54(3) requires that where the tribunal determines a certain issue, or part of an issue, it should specify in the award the issue which is the subject matter of the award. Consequently, it follows that the award will indicate the kind of award being issued by the tribunal.
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?	No	

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)?	See comment	Please see our response in question VII.2.x above.
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?	No	It is subject to the agreement between the parties.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	The matters set out under questions VII.3.a to VII.3.f are typically included in an award based on common practice.
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	Please see our response to question VII.3.a above.
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	Please see our response to question VII.3.a above.
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	Please see our response to question VII.3.a above.
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	Please see our response to question VII.3.a above.

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	Please see our response to question VII.3.a above.
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	Yes	Given that Section 64 of the Arbitration Act enables the tribunal to issue an additional award, it follows that any such award will highlight the shortcomings in the prior award and seek to correct or clarify them.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	No	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	No	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	No	
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?	No	
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?	No	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	If the jurisdiction of the tribunal is not challenged, there is no requirement to include the basis of the tribunal's jurisdiction. Where a party challenges the substantive jurisdiction of the tribunal, Section 35(4)(a) of the Arbitration Act mandates that the tribunal issue a ruling on such challenge.

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?	NA	Please see our response to question VII.5 above.
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?	NA	Please see our response to question VII.5 above.
VII.6	Is it required for the award to recite the parties' request for relief?	No	It is usually contained in an award based on common practice.
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?	NA	
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	Yes	As stated in question VII.2 above, the tribunal is under a duty to provide reasons for its decision. Under Section 75(2)(d) of the Arbitration Act, the failure to address all issues in dispute is a ground to challenge the award on serious irregularity. Furthermore, Section 54(3) of the Arbitration Act enables the court to issue partial awards on a particular issue, it shall specify the issue or claim in respect of which the award is being issued. Consequently, the tribunal will implicitly have to identify the issues in dispute when making a determination.
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	The law is silent on this point. The tribunal may decide on this point as it deems fit.

VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	Yes	As stated in question VII.2 above, the tribunal is required to provide reasons for its decision. This obligation could be construed to encompass the duty to present the relevant facts as a precursor to the final decision. This is essential for the court to assess the validity of the tribunal's decision in case the award is challenged.
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?	No	As a matter of best practice, however, they should be included.
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?	Yes	To the extent provided in question VII.8 above.
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	No	As a matter of best practice, however, they should be included.
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	NA	
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	NA	This is usually the case in practice.
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	NA	
VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	Section 59 of the Arbitration Act only requires " <i>reason for the award.</i> " A decision on procedural rules does not fall within this requirement.

VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	No	This is usually the case in practice.
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	No	
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	Yes	As provided under Section 59(2)(b) of the Arbitration Act, the tribunal is obliged to provide reasons for its determination.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?		<p>While Section 33(1) of the Arbitration Act provides immunity to arbitrators for acts done in their role as arbitrators, this immunity is unlikely to extend to criminal actions. The failure to address any money laundering concerns could lead to unenforceability on the grounds of public policy under Section 83(5)(b) of the Arbitration Act.</p> <p>In Born, G. (2021). International Commercial Arbitration (3rd ed., Vols. 1–3). Kluwer Law International B.V., Born states on page 3046 the following:</p> <p><i>“In some cases, arbitrators may conclude that an arbitration is being conducted for an illegitimate purpose (e.g. to facilitate a money laundering scheme). In these instances, arbitrators have an obligation to ascertain whether or not this is true and, if so, to take</i></p>

			<i>appropriate steps, including resigning their mandate or dismissing the arbitration sua sponte (of course after hearing the parties)."</i>
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.		Section 12 of the Anti-Money Laundering Act [Cap 423 RE 2022] provides: "A person who- a) <i>engages, directly or indirectly, in a transaction that involves property that is proceeds of a predicate offence while he knows or ought to know or ought to have known that the property is the proceeds of a predicate offence;</i> e) <i>participates in, associates with, conspires to commit, attempts to commit, aids and abets or facilitates and counsels the commission of any of the acts described in paragraphs (a) to (d) of this section, commits offence of money laundering."</i>
VIII. Reasoning and findings		(Yes/ No /NA)	Additional comments, if any.
VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	Yes	This has been provided previously. Section 59(2)(b) of the Arbitration Act mandates the tribunal to provide reasons for their decision.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	Yes	Please see our response to question VIII.1.b below.
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.		The Arbitration Act is silent on the extent of reasoning that is required. Regulation 47(2) of the Rules of Procedure simply provides that an " <i>award of the arbitral tribunal shall be based on the legal stipulations or based on justice and propriety.</i> " While not directly addressing an issue concerning arbitration, the Court of Appeal of Tanzania in the case of <i>Francis Mtawa vs Christina Raja Lipanduka [2022] TZCA 719</i> stated the following regarding the duty to assign reason:

			<p><i>“...the duty of judicial officers and any other adjudicator to assign reasons for the decision given, needs no emphasis. This is a mandatory requirement and a judgment which fails to comply with that requirement is null and void.”</i></p> <p><i>“One cannot state strongly the importance of subjecting the evidence to analysis before arriving at any conclusion upon it. It is not enough merely to set out conclusions without setting out the process of reasoning which has led to them.”</i></p> <p>The court further provided that the failure of a trial judge to provide reason can impede the rights of appeal granted by the legislature. Without the trial judge's findings and reasons, an appellate court cannot properly fulfil its function in considering appeals.</p> <p>In St John Sutton, D. & Gill, J. (2003) Russell on Arbitration. 22nd ed. London: Sweet & Maxwell Limited (Russell), on page 239, the following information is provided concerning the form of an award under the AA1996:</p> <p><i>“No particular form is required for a reasoned award. When giving reason in an award, the tribunal need only set out what, on its view of the evidence, did or did not happen, and explain succinctly why, in the light of what happened, the tribunal has reached its decision, and state what the decision is. It should set out the facts and general reasoning so as to enable the parties to understand them and state why particular points were decisive. It should also indicate the tribunal’s findings and reasons on issues argued before it but not considered decisive, so as to enable the parties and the court to consider the position with respect to appeal on all the issues before the tribunal.”</i></p>
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	Please see our response to questions VII.8 and VIII.1.b above.
VIII.2	Is the arbitral tribunal required to address each of the parties’ main arguments on each issue?	Yes	Please see our response to question VII.7 and VIII.1.b above,
VIII.3	Is it permitted for the award to be issued without reasons?	No	Unless the parties have agreed to dispense of this requirement, or if it is an agreed award. (Section 59(2)(b) of the Arbitration Act).

VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	<p>If the parties agree for their dispute to be heard in this particular manner (Section 53(1)(b) of the Arbitration Act).</p> <p>The DAC Report stated on in paragraph 223 the following:</p> <p><i>“Subsection (1)(b) recognizes that the parties may agree that their dispute is not to be decided in accordance with a recognised system of law but under what in this country are often called “equity clauses”, or arbitration “ex aequo et bono”, or “amiable composition”, i.e. general considerations of justice and fairness, etc. It will be noted that we have avoided using this description in the Bill, just as we have avoided using the Latin and French expressions found in the Model Law. There appears to be no good reason to prevent parties from agreeing to equity clauses. However, it is to be noted that in agreeing that a dispute shall be resolved in this way, the parties are in effect excluding any right to appeal to the court (there being no “question of law” to appeal).”</i></p>
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	See comment	Subject to the parties' right to agree otherwise, it is for the arbitral tribunal to decide whether and to what extent the tribunal should itself take the initiative in ascertaining the law. (Section 38(1) and Section 38(2)(g) of the Arbitration Act).
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	No	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?	See comment	Please see our response to question VIII.5 above.
IX.	Operative part (<i>dispositif</i>)	(Yes/ No /NA)	Additional comments, if any.

IX.1	Is it required for the award to contain the arbitral tribunal’s ultimate findings and decisions?	Yes	
IX.1.a	If your answer to question 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	As provided in question VII.7 above, the tribunal is under an obligation to determine all issues before it. Where appropriate, the tribunal may opt to use such language to satisfy this requirement.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	Unless agreed otherwise by the parties, Section 55(3)(a) of the Arbitration Act provides that the “ <i>tribunal shall have the same power as the court to order a party to do or refrain from doing anything.</i> ”
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	Unless agreed otherwise by the parties, Section 55(3)(b) of the Arbitration Act provides that the “ <i>tribunal shall have the same power as the court to order specific performance of a contract, other than a contract relating to land.</i> ”
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	Unless agreed otherwise by the parties, Section 55(3)(c) of the Arbitration Act provides that the “ <i>tribunal shall have the same power as the court to order the rectification, setting aside, or cancellation of a deed or other document.</i> ”

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	<p>Any member of the tribunal who does not assent to an award is not required to sign it under Section 59(2)(a) of Arbitration Act.</p> <p>The law is silent on the preparation of dissenting opinions. Unless the parties have agreed otherwise, it is permitted for the parties to provide such opinion. This is for the parties information only and does not form part of the award.</p>
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	<p>Please see our response to question X.1 above.</p> <p>There isn't a set format prescribed in law for the format of delivering such an award. It is for the tribunal to determine such format.</p>
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?		Please see our response to question X.1.a above.

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?	NA	
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	Please see our response to questions I.5 and I.7 above.
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	Please see our response to questions I.5 and I.7 above.
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	<p>Section 56(1) of the Arbitration Act enables the parties to agree on the powers of the arbitral tribunal in regard to the award of interest.</p> <p>Barring any agreement between the parties, the tribunal may “...award simple or compound interest from the date of the award or any later date, until payment, at such rates and with such rates as it considers just on the outstanding amount of any award...” (Section 56(3) of the Arbitration Act).</p> <p>Regulation 42(2) of the Rules of Procedure provides the following in relation to interest:</p> <p>“The arbitral tribunal may award simple or compound interest to be paid by a party on any sum awarded against that party and shall be free to determine the interest at such rates as it considers to be appropriate, without being bound by legal rates of interest and the period for which the interest shall be paid.”</p>
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	
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	<p>Section 68(1) of the Arbitration Act provides that subject to an agreement between the parties, the tribunal may make an award allocating the costs of arbitration between the parties.</p> <p>Section 68(2) of the Arbitration Act mandates the tribunal, unless otherwise agreed by the parties, to award costs on the general principle that costs follow the event, except where it appears to the arbitral tribunal that in the circumstances it is not appropriate in relation to the whole or part of the costs.</p> <p>Any award as to costs only extends to those costs that are recoverable under Section 69 of the Arbitration Act.</p> <p>While the parties are free to agree on what costs are recoverable, in the absence of such agreement, the tribunal may determine the recoverable costs as it considers fit. In doing so, it shall specify the basis on which it has acted, the items of recoverable cost and the amount recoverable by each party (Section 70(2) of the Arbitration Act).</p> <p>Section 70(4) of the Arbitration Act provides that unless agreed otherwise by the parties, the recoverable costs of arbitration shall be determined on the basis that there shall be allowed <u>a reasonable amount in respect of all costs reasonably incurred.</u></p>
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	

XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	Yes	
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	Yes	
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	Yes	
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?		Please see our response to question XIII.1.a above.
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?		Please see our response to question XIII.1.a above.

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	
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?	Yes	
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>Regulation 47(3) of the Rules of Procedure provides for the form of an arbitral award. It contains the following elements:</p> <ul style="list-style-type: none"> a) parties to the dispute; b) terms of the arbitration agreement; c) names of the arbitrators; d) subject matter of the dispute; e) award; f) reasons; g) date; and h) signature.
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?	No	

XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
XIV.5	When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	No	
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	Yes	
XV. References to exhibits, authorities and witnesses' declarations		(Yes/ No /NA)	Additional comments, if any.
XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	Yes	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	

XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	No	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	No	
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?	Yes	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	No	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	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?	Yes	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	

XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	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	
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	Depending on the circumstances of the case, the tribunal may wish to directly quote the witness.
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?		Provided that the precedent deals with matters put forward by the parties. To the extent that such precedent departs from the arguments or matters put forward by the parties, the tribunal is obliged to give the parties a chance to comment on such precedent (Section 37(1) of the Arbitration Act).
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?	NA	
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	

XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?		Please see our response to question XV.6 above.
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?		This will depend on the facts and circumstances of the dispute.
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	Yes	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?		This will depend on the facts and circumstances of the dispute.
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?		Please see our response to question XV.6 above.

XVII. Miscellaneous		(Yes/ No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	No	It is prudent to note that an award may be challenged on substantive jurisdiction or serious irregularity. The tribunal ought to factor this into consideration when drafting its award.
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	