

ICCA

INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

ICCA DRAFTING SOURCEBOOK FOR LOGISTICAL MATTERS IN PROCEDURAL ORDERS

with the assistance of the
Permanent Court of Arbitration
Peace Palace, The Hague



The ICCA Reports No. 2

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COMMERCIAL ARBITRATION

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ICCA is pleased to present the ICCA Reports series in the hope that these occasional papers, prepared by ICCA interest groups and project groups, will stimulate discussion and debate.

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Foreword

Kap-You (Kevin) Kim
Drafting Committee Chairman

I am very pleased to introduce the ICCA Drafting Sourcebook for Logistical Matters in Procedural Orders (the “ICCA Sourcebook”).

The ICCA Sourcebook reflects countless hours of work by members of the ICCA Sourcebook Drafting Committee, representing regions from around the globe and arbitration practices of various sizes and shapes, who have, in turn, tapped their own network of practitioners to share and compile various views on the issues being considered.

The Committee’s goal was both simple and challenging: to prepare a list of pragmatic solutions to common logistical issues that present themselves to parties and arbitrators who often have widely varying habits, preferences and levels of experience in international arbitration, without becoming dogmatic or rigid.

This ICCA Sourcebook is not intended as another “best practices” or “soft law” guide. Rather, it is an evolving work containing an amalgam of suggestions for parties and arbitrators to consider, and adapt, and even contribute their own ideas to.

This first edition addresses a wide range of issues, some as basic and practical as paper size, paragraph numbering, and presentation of translated documents. By prompting parties to consider such issues collectively with the arbitrator at the outset of an arbitration, the ICCA Sourcebook, it is hoped, can help smooth out and prevent avoidable bumps further down the procedural road. That said, the ICCA Sourcebook is not a complete template procedural order and is not intended to be. It is a collection of draft clauses dealing with logistical issues that frequently arise in international arbitrations. Some of these are issues that very few people have strong opinions about, but drafting the procedural orders dealing with them can nonetheless take up a lot of time.

This first edition of the ICCA Sourcebook is the beginning of our project. We will keep the online version (at <www.arbitration-icca.org>) updated with new language as we develop it, and as it is submitted to us. I would ask you please to consider sending us your own model clauses to bureau@arbitration-icca.org – we would be happy to credit you, or to let you remain anonymous if you wish.

I would like to thank you for taking the time to read our publication, to thank the members of the Drafting Committee for their hard work, and to thank ICCA for bringing the Drafting Committee together and giving us the opportunity to think about these issues and to learn from each other.

Please Read This First

The ICCA Sourcebook deals with logistical issues: matters that tend not to be addressed in arbitration laws or rules. You can copy from the clauses we have included if they work for your situation, or adapt them to fit your needs. They are written in language that can be copied straight into a procedural order.

Usually, practitioners get to know how logistical issues are dealt with by looking at procedural orders from earlier arbitrations. Some practitioners have much easier access to previously-used procedural orders than do others. With that in mind, we are publishing these clauses with two aims.

The first aim is to save time: these clauses provide a starting point for practitioners tasked with preparing draft orders.

The second aim is to give less-experienced practitioners an idea of what to expect in an international arbitration proceeding: to familiarize them with the types of clauses they might see in a draft first procedural order from the arbitral tribunal or opposing counsel.

The drafting in the ICCA Sourcebook sets out approaches that have been used in international arbitration proceedings, but we do not claim that it represents the only way, or even the best way, to proceed.

You may not want to use the language that these clauses set out. You may have a way of dealing with an issue that works better in your situation. If that is the case, would you consider sending your drafting to bureau@arbitration-icca.org? This will be a living document, with options and new topics added over time. The electronic version of this document will be kept updated at www.arbitration-icca.org, so, if you are reading this in hard copy, please also refer to the website to see if something useful has been added.

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A. General

1. Communications

- 1.1. Written communications shall be deemed to have been validly made when they have been submitted as follows:

Parties: to the addresses of counsel set forth in Section [] of [the Terms of Appointment/Procedural Order No.];

Tribunal: to the addresses set forth in Section [] of [the Terms of Appointment/Procedural Order No.] [including address of tribunal secretary, if applicable];

[Institution: to the address set forth in Section [] of [the Terms of Appointment/Procedural Order No.].].

- 1.2. All communications from the arbitral tribunal to the parties will be made by email, [by the presiding arbitrator/by the institution on behalf of the arbitral tribunal]. As a general rule, the arbitral tribunal will not provide confirmation copies by facsimile, mail or courier.
- 1.3. The parties will acknowledge without undue delay receipt of any communication from the arbitral tribunal by reply email to the presiding arbitrator [and the institution]. It is sufficient to state in the email “Receipt confirmed”. This rule also applies to communications from a party to the arbitral tribunal. In such case, [the presiding arbitrator/the institution] as well as the opposing party shall acknowledge receipt by reply email. Each party shall designate one representative to receive and send the confirmations in order to avoid duplication.
- 1.4. The parties shall send copies of correspondence between them to the arbitral tribunal [and to the institution] only if the correspondence pertains to a matter on which the arbitral tribunal is required to take action or of which it needs to be made aware.
- 1.5. The parties must not communicate with any member(s) of the arbitral tribunal on an ex parte basis and all statements, documents or other information supplied to the arbitral tribunal by one party shall simultaneously and by the same means be communicated to all tribunal members and parties [and to the institution].

2. Pre-hearing Filing (Time Zones)

- 2.1. If the parties and/or counsel are located in different time zones, the deadlines for filing written submissions shall be set according to the time zone at the place of arbitration.

3. Time Limits

- 3.1. Time limits are fixed and extended by the arbitral tribunal in appropriate circumstances as determined by the arbitral tribunal. [Short extensions may be agreed between the parties as long as they do not affect any subsequent time limits, and provided that the arbitral tribunal is informed before the original due date.]
- 3.2. The parties shall strictly comply with the time limits set by the arbitral tribunal. For any extension, a reasoned request shall be made promptly after the need for extension arises and, in any event, before the date of expiration of the time limit.

4. Default

- 4.1. If one of the parties fails to observe a time limit or to adhere to the procedural rules as set forth in this Procedural Order or any subsequent Procedural Order without giving sufficient reasons for such default or non-compliance, the arbitral tribunal may disregard the factual allegations, denials and offers of evidence submitted in such manner, but is not bound to do so.

5. Unscheduled Applications and Submissions

- 5.1. Parties shall seek permission from the arbitral tribunal before submitting any unscheduled application or Submission.¹ When seeking permission, the parties shall submit a brief description of the matter to be addressed in the application or Submission but should not include any supporting documentation. If permission is granted for the unscheduled application or Submission, the arbitral tribunal will inform the parties of the schedule to be followed.

1. See definition under Topic 8 below: “a ‘Submission’ is a pleading/memorial together with its accompanying witness statements, expert reports, exhibits and attachments.”

6. Presence of Party Representatives

- 6.1. The arbitral tribunal may request the attendance of the parties in person or through an internal representative at any management conference, procedural meeting, or hearing.

7. IBA Rules on the Taking of Evidence in International Arbitration

- 7.1. [*Option 1*] [In addition to the institutional, ad hoc or other rules chosen by the parties,] [t]he parties agree that the arbitration shall be conducted according to the IBA Rules on the Taking of Evidence in International Arbitration as current on the date of [this agreement/the commencement of the arbitration].²
- 7.2. [*Option 2*] [In addition to the institutional, ad hoc or other rules chosen by the parties,] [t]he parties agree that in determining any question regarding the taking of evidence, the arbitral tribunal [shall/may] refer to the IBA Rules on the Taking of Evidence in International Arbitration as current on the date of [this agreement/the commencement of the arbitration], as guidelines.
- 7.3. [*Option 3*] [In addition to the institutional, ad hoc or other rules chosen by the parties,] [t]he parties agree that [the hearing/document production/etc.] shall be conducted according to the relevant provisions of the IBA Rules on the Taking of Evidence in International Arbitration as current on the date of [this agreement/the commencement of the arbitration].
- 7.4. [*Option 4*] [In addition to the institutional, ad hoc or other rules chosen by the parties,] [t]he parties agree that in determining any question regarding [the hearing/document production/etc.], the arbitral tribunal [shall/may] refer to the relevant provisions of the IBA Rules on the Taking of Evidence in International Arbitration as current on the date of [this agreement/the commencement of the arbitration], as guidelines.

2. This formulation is proposed in the Foreword to the current (2010) edition of the IBA Rules on the Taking of Evidence in International Arbitration.

B. Written Phase of Proceedings

8. Written Submissions³

- 8.1. In the context of these arbitral proceedings, a “Submission” is a pleading/memorial together with its accompanying witness statements, expert reports, exhibits and attachments.
- 8.2. The claimant shall submit with its Statement of Claim and the respondent shall submit with its Statement of Defence, respectively, all evidence and authorities on which they intend to rely in support of the factual and legal arguments contained therein, including witness statements, expert reports, and documentary and all other evidence in whatever form.
- 8.3. The claimant in its Reply and the respondent in its Rejoinder shall submit only such additional evidence as is necessary to respond to or rebut the matters raised in the other party’s immediately-preceding pleading/memorial or evidence, or additional evidence that was not previously available to it.
- 8.4. On the due date, the submitting party shall send its pleading/memorial, witness statements and expert reports (without exhibits or attachments) by email simultaneously to the opposing party, [and] each member of the arbitral tribunal [and to the institution].
- 8.5. On the following [business] day, the submitting party shall dispatch, by express courier, [hard copies of the documents sent electronically as well as] all exhibits or attachments to the opposing party, [and] each member of the arbitral tribunal [and to the institution].
- 8.6. In addition, the submitting party shall include, with each set of hard copies, electronic versions of all documents submitted by that party in paper format during the entire course of the proceedings, if possible in searchable Adobe Portable Document Format (“PDF”). The electronic documents shall be provided on a USB flash drive, or via an FTP download link or other convenient means of transmission. Documents shall be grouped together in folders by category (i.e.,

3. Typically in international arbitration proceedings, at the same time as filing its pleading/memorial a party also provides all written evidence it seeks to put on record. This includes documents, written witness statements and, potentially, expert reports. Our proposed wording adopts this approach. However, it is also possible to postpone the submission of written witness statements, expert reports and/or documents until after the filing of pleadings/memorials. It is also possible not to use written witness statements or expert reports at all.

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pleadings/memorials, fact exhibits, witness statements and expert reports, legal authorities). Within each folder, documents shall be identified by their unique exhibit numbers as file names (i.e., C-1.pdf, C-2.pdf, etc.).

- 8.7. *[Alternative language in the event of electronic briefs]* [In addition,] [t]he parties shall dispatch to the arbitral tribunal [, the institution] and the opposing party, within [15] days of the due date, a full electronic version of the Submission, including all exhibits, witness statements, expert reports and legal authorities, in the form of a hyperlinked electronic brief (“eBrief”) on a USB flash drive or via an FTP download link or other convenient means of transmission.
- 8.8. *[Alternative language in the event of electronic briefs]* In the eBrief, any references within the main pleading/memorial to documentary exhibits, witness statements, expert reports and legal authorities shall be hyperlinked. There is no need to create hyperlinks for references within exhibits, witness statements, expert reports or legal authorities.
- 8.9. *[Option in the event that evidence is to be provided later in the proceedings]* The parties shall submit their Statement of Claim and Statement of Defence without enclosing, at that stage, any evidence or authorities on which they intend to rely in support of the factual and legal arguments advanced therein. The parties shall not submit to the arbitral tribunal at this initial stage any witness statements, expert reports, or documentary evidence.
- 8.10. *[Option in the event that evidence is to be provided later in the proceedings]* With their Reply and Rejoinder, the parties shall then submit any evidence pertaining to facts that are disputed between the parties, including [witness statements, expert reports, and] documentary and all other evidence in whatever form.

9. Formatting

- 9.1. All hard copies of the Submissions⁴ shall be filed in [A4/A5/US Letter] paper size. All Submissions shall be unbound, have [two/three] punch-holes and be contained in ring binders.⁵ [Submissions on A5 paper may instead be spiral bound.] Individual documents within the Submissions shall not be stapled but shall be separated by tabbed dividers. Parties shall use double-sided printing.

4. See definition under Topic 8 above: “a ‘Submission’ is a pleading/memorial together with its accompanying witness statements, expert reports, exhibits and attachments.”

5. In some jurisdictions, a common form of two-ring binder is referred to as a lever arch folder.

- 9.2. Binders must be of high quality such as to minimize damage to, or loss of, pages, and facilitate easy page-turning. When transported, the binders must be carefully packaged to prevent damage.
- 9.3. All ring binders shall contain spine labels which provide the name(s) of the submitting law firm(s), the case number, the parties to the dispute, a description of contents (e.g., Reply, Witness Statements, or Exhibits) and the date of the Submission. The same information shall be included in the cover sheet of each binder. The cover sheet shall not contain any further information.
- 9.4. Each party shall submit a (consolidated) table of contents of its ring binders. Each document shall be identified by its date, a description and the tab number.
- 9.5. Each paragraph in every pleading/memorial shall be numbered in Arabic numerals.
- 9.6. All pleadings/memorials shall contain a table of contents that shows all headings down to the fifth level. [*Option 1*] [The parties shall adopt a suitable numbering scheme to identify the level of headings used in any pleadings/memorials.] [*Option 2*] [All pleadings/memorials shall use headings in the following format: 1st level “A., B., C. etc.”, 2nd level “I., II., III. etc.”, 3rd level “1., 2., 3. etc.”, 4th level “a), b), c) etc.” and 5th level “(i), (ii), (iii) etc.”.]
- 9.7. Each pleading/memorial shall also contain a (consolidated) chronology of all events mentioned in the narrative of the submitting party’s pleadings/memorials and reference the paragraphs of the relevant pleadings/memorials and/or evidence.
- 9.8. Pleadings/memorials, witness statements and expert reports shall use font size [11 pt] and leave a margin on the right hand side of the paper of [4 cm] and on the left hand side of [2 cm].

10. Witness Statements

- 10.1. Subject to any contrary provision in any applicable law, rule or ruling of the arbitral tribunal, any person [, including a party or an employee or representative of a party,] may provide a witness statement.
- 10.2. For each witness, a written and signed witness statement shall be submitted to the arbitral tribunal. [Witness statements shall stand in lieu of direct examination during the oral hearing.] Each witness statement shall contain at least the following:

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- the name, birth date, and present address of the witness;
 - a photograph of the witness;
 - a description of the witness’s position and qualifications, if relevant to the dispute or to the contents of the statement;
 - a description of any past and present relationship between the witness and the parties, counsel, or members of the arbitral tribunal;
 - a description of the facts on which the witness’s testimony is offered and, if applicable, the source of the witness’s knowledge; and
 - the signature of the witness.⁶
- 10.3. Witness statements shall be numbered discretely from other documents and properly identified as such. Witness statements submitted by the Claimant shall begin with the letters “CWS” followed by the name of the witness (i.e., CWS-Picasso, CWS-Da Vinci, etc.); witness statements submitted by the Respondent shall begin with the letters “RWS” followed by the name of the witness (i.e., RWS-Rembrandt, RWS-Rubens, etc.). [Witness statements shall stand in lieu of direct examination during the oral hearing.]
- 10.4. [*Option in the event that prior witness contacts are considered appropriate*] It shall not be improper for counsel to meet witnesses and potential witnesses to establish the facts and prepare the witness statements.⁷
- 10.5. [*Option in the event that prior witness contacts are considered inappropriate*] The parties shall indicate in their Submissions any witnesses that they invite the arbitral tribunal to call to provide evidence of specific facts. While it shall not be inappropriate for a party or its counsel to speak to any potential witnesses in order to establish the facts of the case, the parties shall refrain from discussing with any witnesses or potential witnesses the content of any testimony that they may be invited to give to the tribunal, from rehearsing their testimony, and from any other form of witness preparation. No written witness statements shall be submitted to the arbitral tribunal with the parties’ Submissions.

11. Expert Reports

- 11.1. Each party may retain and submit the evidence of one or more experts to the arbitral tribunal.

6. For additional drafting regarding the content of witness statements, see Article 4 of the IBA Rules on the Taking of Evidence in International Arbitration (2010).

7. If required, add qualification to preclude certain forms of contact with witnesses.

- 11.2. Expert reports shall be accompanied by any documents or information upon which the experts rely, unless such documents or information have already been submitted with the parties' written Submissions.⁸
- 11.3. Subject to any further orders that the arbitral tribunal may make in consultation with the parties, the provisions set out in relation to witnesses shall also apply to the evidence of experts.
- 11.4. [*Option for tribunal-appointed experts*] In any event, the arbitral tribunal shall be competent to appoint one or several experts, in consultation with the parties, should it consider that it would be assisted by the opinion of such experts in assessing questions of fact [or law].

12. Documentary Evidence and Legal Authorities

- 12.1. Exhibits and legal authorities shall be consecutively numbered throughout the proceedings. Exhibits submitted by the claimant shall begin with the letter "C" followed by the applicable number (i.e., C-1, C-2, etc.); exhibits submitted by the respondent shall begin with the letter "R" followed by the applicable number (i.e., R-1, R-2, etc.). Similarly, legal authorities submitted by the claimant shall begin with the letters "CLA" followed by the applicable number (i.e., CLA-1, CLA-2, etc.); legal authorities submitted by the respondent shall begin with the letters "RLA" followed by the applicable number (i.e., RLA-1, RLA-2, etc.).
- 12.2. The parties shall provide with each written Submission a full (consolidated) index of all exhibits and legal authorities. The index shall be organized in a table format setting forth the exhibit number in the first column; the date of the exhibit in the second column; a short description of the exhibit by type, author(s), recipient(s) and content (e.g., Email by X to Y dated ... concerning ...) in the third column; and the pleading/memorial, witness statement and/or expert report in which reference is made to the exhibit in the fourth column.

13. Document Translations

- 13.1. Documents submitted into evidence which have contents not in the language of the arbitration shall be accompanied by a translation into the language of the arbitration at the cost of the submitting party, subject to a final award on costs. The translation

8. For additional drafting regarding the content of expert reports, see Article 5 of the IBA Rules on the Taking of Evidence in International Arbitration (2010).

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need not be prepared by a certified translator unless so required by the applicable rules or laws, or so ordered by the arbitral tribunal.

- 13.2. To the extent feasible, the translation must be in similar format to the original document, including: pagination; page layout; indentation; bullet and numbered lists; tables and charts; font and font variations such as size, bolding, italicization and underlining; etc. For witness statements and expert reports filed in another language, the translation of each page must be formatted as identically as possible to the original page utilizing these protocols.
- 13.3. Each page of the translation must be marked to indicate that it is a translation, for example by adding the annotation “[*Translation*]” in the upper left corner. The translation must be presented in front of the original, with a colored sheet separating them.
- 13.4. If a party disputes the accuracy of a translation, the parties shall confer and try to come to an agreement on the translation. If the parties cannot agree, the arbitral tribunal shall decide on a manner of handling the disagreement. If the parties agree on a revised translation, the party that submitted the document shall make arrangements to replace the translation in whole or in the relevant part (for instance, by providing the correction on a sticker to be placed over the relevant portion of the prior translation) for all members of the arbitral tribunal, counsel for the other party and any others who require it.
- 13.5. A party must, in principle, translate the entirety of any document or part of a document that is not in the language of the arbitration. A partial or excerpt translation may be submitted where, due to length or otherwise, the submitting party considers that the burden of translating outweighs the relevance and materiality of the excluded portions. However, in such cases:
 - (i) the partial translation must provide sufficient context so as to not misrepresent or distort the document as a whole;
 - (ii) in principle, the entire original document must be submitted into evidence with the partial translation, except for reason of excessive length, lack of relevance or other good cause; and
 - (iii) the submitting party must submit a complete or additional translation upon reasonable request by the other party or an order of the arbitral tribunal.

C. Preparing for the Hearing

14. Pre-hearing Deliberations of the Arbitral Tribunal

- 14.1. The members of the arbitral tribunal shall agree to meet in person in advance of the hearing at a specified time and for a specified duration in order to examine the case file. Following this pre-hearing meeting, the arbitral tribunal shall notify the parties of those issues that it would like the parties to address at the hearing.

15. Pre-hearing Meeting or Teleconference

- 15.1. No later than [14] days prior to the hearing, the arbitral tribunal shall [hold an in-person meeting/convene a teleconference call] with the parties to confirm the logistical details and procedures for the hearing, including but not limited to (where applicable):
- (i) Logistical details related to the venue;
 - (ii) Persons attending the hearing for each party;
 - (iii) Hearing start and end times, with expected schedule of breaks;⁹
 - (iv) Allocation of time to each party based on the chess-clock system or any other time-keeping system permitted by the arbitral tribunal;¹⁰
 - (v) Each party's expected order of presentation of its evidence, including whether the witnesses will be grouped by subject matter (e.g., fact witnesses, technical experts, legal experts, damages experts);
 - (vi) Scope and manner of witness examination (e.g., tribunal-led (inquisitorial) or party-led (adversarial));
 - (vii) Sequestration of witnesses;
 - (viii) Arrangements for interpretation¹¹ and/or transcription;¹²
 - (ix) Use of demonstrative exhibits (such as PowerPoint presentations) at the hearing, including whether they will be shared with the opposing party prior to introduction to allow for an opportunity to object;
 - (x) Use of visual aids (e.g., projector);
 - (xi) Possible list of questions from the arbitral tribunal;¹³

9. See Topic 18, "Time Allocation and Chess Clock", below.

10. See Topic 18, "Time Allocation and Chess Clock", below.

11. To be discussed in teleconference if not already dealt with in an earlier procedural order as per Topic 21, "Interpretation of Oral Testimony", below.

12. To be discussed in teleconference if not already dealt with in an earlier procedural order as per Topic 22, "Hearing Transcript", below.

13. See Topic 14, "Pre-hearing Deliberations of the Arbitral Tribunal", above.

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- (xii) Possible preparation by the parties of an agreed chronology of the events giving rise to the dispute between them;
- (xiii) Any outstanding evidentiary objections;
- (xiv) Post-hearing briefs;¹⁴
- (xv) Costs submissions;¹⁵ and
- (xvi) Any other matters.

15.2. Each party shall notify the arbitral tribunal and opposing party at least [7] days prior to the [meeting/teleconference] of its position with respect to these or any other procedural matters to be discussed at the [meeting/teleconference].

16. Pre-hearing Conference for Experts

- 16.1. The arbitral tribunal may order the party-appointed experts to meet to discuss issues in advance of the hearing, in order to identify points of agreement and narrow the dispute. In addition, the experts may convene during the evidentiary hearing.
- 16.2. The parties must attempt to agree a protocol for such expert meetings, including whether counsel should be present, minutes should be taken, or a joint report should be prepared. In the absence of such agreement, the arbitral tribunal may order a protocol.

14. See Topic 31, “Post-hearing Briefs”, below.

15. See Topic 32, “Costs Submissions”, below.

D. The Hearing

17. New Evidence

- 17.1. Parties must not use new evidence during the hearing without the prior approval of the arbitral tribunal.¹⁶ All evidence presented during the hearing (i.e., evidence referenced in opening and closing PowerPoints) shall refer to the relevant exhibit number so that the other party can ascertain that the evidence is not new to the record. Demonstrative exhibits are permissible, as long as they rely solely upon documents in the record.

18. Time Allocation and Chess Clock

- 18.1. Prior to the hearing, the parties must attempt to agree to the schedule for the hearing days, including start and stop times, and lunch and coffee breaks, taking into account how many hours are to be devoted to the hearing each day. In the absence of party agreement by [date], the arbitral tribunal will decide on the schedule. Unless otherwise agreed, the chess-clock system shall be used to police the timing and shall be administered by the arbitral tribunal/institution.
- 18.2. [*Time allocation – Option 1*] Each party will have an equal amount of time to present its case.
- 18.3. [*Time allocation – Option 2*] The amount of time allocated to each party during the oral procedure shall be determined by the arbitral tribunal based upon the relevant factors, including the number of witnesses for each side.
- 18.4. The time spent by a party on opening, closing, direct (and re-direct) examination of its own witnesses/experts and the cross (and re-cross) examination of the other party's witnesses/experts is counted against that party's time. The time allocated to each party will also include (i) time of interpretation, if any, and (ii) time devoted to discussing and addressing any procedural objection raised by a party. The time spent by any witness/expert answering questions from the arbitral tribunal is not counted against any party's time.
- 18.5. The parties may agree in advance the maximum time to be allocated for opening and closing statements (if any).

16. The parties may consider building in an opportunity to submit new documents prior to the hearing.

19. Hearing Bundles

- 19.1. If the tribunal so requests, hard-copy hearing bundles – compilations of the parties’ pleadings/memorials, witness statements, documentary evidence, legal authorities and other selected materials – shall be prepared and provided reasonably in advance of the hearing at which they are required.
- 19.2. Unless it is technically unfeasible or overly burdensome, the hearing bundles shall also be provided in a digital format such as Adobe PDF, which may be indexed and searchable.
- 19.3. The parties, in consultation with the arbitral tribunal (if necessary), must discuss and try to agree on the contents, structure and preparation of the hearing bundles.¹⁷
- 19.4. The bundles must be well organized in a logical structure suited to the particularities of the case and its documents, such as the following example:
 - (i) BUNDLE A: the parties’ written pleadings/memorials, in chronological order.
 - (ii) BUNDLE B: the witness statements submitted by the parties, in sub-bundles for each party. Optionally, legal and technical expert reports may also be included in this bundle.
 - (iii) BUNDLE C: fact exhibits, presented in sub-bundles for each party, or combined into chronological or other order. If the exhibits are presented in a different order than that in which they were submitted, and thus renumbered, a cross-reference chart must be provided.
 - (iv) BUNDLE D: legal expert reports and legal authority exhibits, in sub-bundles for each party. Alternatively, legal expert reports may be included in Bundle B, in which case Bundle D would only contain legal authority exhibits.
 - (v) BUNDLE E: other expert reports, e.g., technical or quantum, with attendant exhibits, in sub-bundles for each party. Alternatively, the expert reports may be included in Bundle B, particularly if they have no exhibits or the exhibits have been included in Bundle C.
 - (vi) Optional bundles:
 - (1) If the exhibits are voluminous, the parties may also jointly agree on and prepare other bundles they deem to be helpful, such as a “Key Exhibits Bundle” or “Core Bundle”.

17. Often, the claimant will take a primary role in preparing the hearing bundles and the respondent should cooperate so that the process is completed smoothly, efficiently and to mutual satisfaction.

- (2) If there have been many procedural disputes and decisions, it may be helpful to prepare a bundle of procedural orders and procedure-related correspondence.¹⁸

If a bundle requires multiple binders, the binders shall be sub-numbered, e.g., BUNDLE A-1, BUNDLE A-2, etc.

- 19.5. Unless otherwise agreed or ordered by the arbitral tribunal, hearing bundles shall be provided in hard copy by the party preparing them in the following quantities:
- (i) one set for each member of the arbitral tribunal and the arbitral tribunal's secretary, if any;
 - (ii) one set for the witness seat at the hearing for reference by witnesses and experts being questioned; and
 - (iii) two or more sets for use by opposing counsel, as may be agreed between counsel for the parties.
- 19.6. The party preparing the hearing bundles must try to produce them in sizes preferred by the recipients, e.g., A4, A5 or US Letter, and print on both sides of each page to minimize bulk.
- 19.7. The duplication of documents among the hearing bundles must be avoided, except to the extent that a "Key Exhibits Bundle", above, is created.
- 19.8. Each bundle shall:
- (i) have a cover page and spine clearly labeled with the case number, party names and binder number and contents, which must be color-coded by party;
 - (ii) include a contents list at the beginning;
 - (iii) use tabbed cardstock pages before each document to identify the document contents, e.g., exhibit number (in case exhibits are reordered and renumbered in Bundle C, then chronologically numbered tabs would be used in lieu of exhibit number tabs), pleading/memorial title, witness name, etc.; and
 - (iv) as a general rule, be organized with claimant's materials first followed by respondent's, unless the contents dictate otherwise (e.g., if the parties agree to compile all exhibits in chronological order to form Bundle C).

18. Parties may also want to bring to the hearing, in digital form, copies of all other documents produced between the parties but not submitted as exhibits, for convenient reference.

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- 19.9. When pagination is added to the hearing bundle by the parties, it must be inserted in the bottom right corner of each page, in square brackets.¹⁹
- 19.10. Hearing bundles must be presented in high-quality binders that minimize damage to or loss of pages, and facilitate easy page-turning. When transported, the binders must be carefully packaged to prevent damage, and timely delivered to the hearing venue or other location specified by each recipient.

20. Direct and Cross Bundles

- 20.1. Before beginning any direct examination, a party may submit to its witness or expert a binder containing a clean copy of the witness's or expert's written testimony submitted during the proceedings and any other document to which the party intends to refer during the direct examination. A copy of the binder must be distributed to each member of the arbitral tribunal, to the secretary of the arbitral tribunal, to the other party, and to the court reporter.
- 20.2. Before beginning any cross-examination, a party may submit to the other party's witness or expert a binder containing documents to which the party intends to refer during its cross-examination. A copy of the binder must be distributed to each member of the arbitral tribunal, to the secretary of the arbitral tribunal, to the other party, and to the court reporter.
- 20.3. All documents in a direct or cross bundle shall be identified by using the exhibit numbers recorded over the course of the arbitration. If an exhibit is voluminous, an extract from it may be used provided it is identified as an extract and gives sufficient context to avoid misrepresenting its meaning within the whole document.
- 20.4. Translations of exhibits used during cross-examination shall be provided to witnesses or experts who do not understand the original language of the document. The translation must be sufficient for the witness to understand its context.²⁰

19. Hearing bundles must be paginated to enable the hearing participants to cite precisely to particular content and quickly locate it. This is particularly important for exhibits, which generally do not have consistent internal pagination.

20. The parties may consider ICSID Administrative and Financial Regulation Rule 30(4), which requires a statement that the omission of the remainder of the text does not render the portion presented misleading.

21. Interpretation of Oral Testimony

- 21.1. Witnesses and experts who are to give oral evidence in a language other than the language of the arbitration shall be assisted by an interpreter at the cost of the party presenting the witness, subject to a final award on costs.
- 21.2. Parties may retain any competent interpreter²¹ [without regard to licensing or certification] unless otherwise required by applicable rules or by order of the arbitral tribunal.
- 21.3. Parties may retain an interpreter jointly or independently.
 - (i) In the case of jointly retained interpreters, the costs shall be shared by the parties, subject to a final award on costs. In the case of independently retained interpreters, the retaining party shall bear the costs, subject to a final award on costs.
 - (ii) An independently retained interpreter may be present during a hearing to check the accuracy of the interpreter retained by the other party. [In addition, except to the extent restricted by applicable rules of ethics or other rules, independently retained interpreters may assist in preparations outside of the hearing, including simulated cross-examination sessions, in order to aid the interpreter in providing accurate interpretation at the hearing and to assist witnesses and experts in becoming familiar the process of providing testimony with interpretation.]
- 21.4. Any interpreter appointed by either or both parties must agree to be bound by the same confidentiality rules as those to which the parties have agreed.
- 21.5. The parties must attempt to reach an agreement as to whether interpretation at the hearing will be consecutive,²² simultaneous²³ or a hybrid.²⁴

21. Parties should try to retain the best quality interpretation services available to aid the tribunal in understanding the interpreted testimony. Although interpretation services can be expensive, poor quality interpretation can, in the longer term, be far more costly (both substantively and monetarily). Therefore, parties should retain interpreters who are skilled in providing accurate and natural interpretation in the environment of an arbitration hearing and who are able to handle the technical, legal or other terminology that will be used by the particular witnesses or experts they will interpret for.

22. In consecutive interpretation, the interpreter waits for a pause in the speaker's words – i.e., after a sentence or group of sentences – and then provides the interpretation while the speaker waits. This approach is more drawn out than simultaneous interpretation but is less costly on an hourly basis and provides an opportunity for another interpreter or bilingual counsel to check the accuracy of the interpretation.

23. In simultaneous interpretation, rather than waiting for the speaker to reach a pause or finish his or her statement, the interpreter, usually listening in a separate room or enclosed booth, begins interpreting through an audio link in real time as the speaker is speaking. Listeners

- 21.6. Parties may assist the interpreter(s) by providing an agreed list of important terms and names in advance of the hearing. They may also provide copies of any other materials submitted in the arbitration to assist the interpreter in becoming familiar with the case and therefore provide more accurate interpretation.²⁵
- 21.7. Objections to the accuracy of interpretation must be raised, in principle, promptly after the alleged error is made.

22. Hearing Transcript

- 22.1. Unless the arbitral tribunal otherwise orders, the parties shall jointly engage a court reporter (transcriber).²⁶
- 22.2. The court reporter must agree to be bound by the same confidentiality rules as those to which the parties have agreed.
- 22.3. The costs of provision of the transcript shall be shared equally between the parties in the first instance, subject to any later award of costs. Parties shall, after consultation with the arbitral tribunal, agree on any necessary arrangements and shall inform the tribunal of such arrangements at the pre-hearing [teleconference/meeting].
- 22.4. Prior to the hearing, the parties may provide the court reporter with all written Submissions to facilitate accurate transcription during the hearing.
- 22.5. The court reporter shall make an audio recording of the hearing, including the original and interpreted versions of all witness testimony, in order to help the arbitral tribunal decide on requests to correct the transcript. The court reporter must make this audio recording available to the arbitral tribunal on request.

generally hear the interpretation through earpieces. This approach is speedier, though not necessarily cheaper since interpreters with this skill charge higher rates and use additional equipment. It also hinders effective checking of the interpretation since both the testimony and the interpretation are being heard at the same time.

24. A third option is to use a hybrid approach, such as having simultaneous interpretation of the question, and consecutive interpretation of the answer. This provides a happy medium in terms of speed, but is even more expensive since it requires multiple interpreters. It also hinders effective checking of the interpretation of the questions by others in the room during the simultaneous translation, as mentioned.
25. If real-time transcription services are retained, access to the real-time transcript should be provided to the interpreter(s).
26. Unless required by the applicable law or rules, or otherwise ordered by the arbitral tribunal, the court reporter need not be qualified to act as a court reporter in the courts of any State.

- 22.6. [*Option for daily transcript*] Unless otherwise agreed by the parties and upon consent of the arbitral tribunal, the court reporter shall email the transcript to the parties and the arbitral tribunal on a daily basis.
- 22.7. [*Option for real-time transcript*] Unless otherwise agreed by the parties and upon consent of the arbitral tribunal, real-time transcript shall be made at the hearing and made available to the parties and arbitral tribunal. Screens shall be provided to the tribunal, the parties and, while they are testifying, to witnesses requiring interpretation. The court reporter shall email the transcript to the arbitral tribunal and the parties on a daily basis.
- 22.8. Any party proposing corrections to the transcript must notify the opposing party and arbitral tribunal no later than [10] days after the final transcript has been received by the parties. All agreed corrections must be in the form of an errata sheet, showing the original transcription and agreed corrections. Any remaining disputes over the proposed corrections will be decided by the arbitral tribunal. The arbitral tribunal may correct the transcript on its own initiative.

23. Appearance of Witnesses and Experts at the Hearing²⁷

- 23.1. Prior to the hearing, the parties must notify the tribunal of the factual witnesses and expert witnesses (who have filed written statements and expert reports) whom the parties intend to cross-examine.
- 23.2. [*Option for calling opposing witnesses only*] Each party will identify the experts and witnesses of the opposing party whom it intends to cross-examine; those not named by the opposing party will not appear at the hearing unless called by the arbitral tribunal.
- 23.3. [*Option for calling own witnesses as well as opposing witnesses*] Each party must identify the experts and witnesses of the opposing party whom it intends to cross-examine; a witness or expert not called by the opposing party can still be called up by the arbitral tribunal or by the party putting up that expert or witness.
- 23.4. [*Alternative wording in the event of witness examination led by the arbitral tribunal*] Prior to the hearing, the parties shall inform the tribunal of the factual witnesses and expert witnesses whose appearance at the hearing they would consider useful. The tribunal shall then notify the parties of the witnesses and experts whom the tribunal calls for examination.

27. Paragraphs 23.1-23.3 assume a party-led process, while paragraph 23.4 assumes that witness examination is led by the arbitral tribunal.

- 23.5. Any witness who submits written testimony in support of a party's case shall appear for examination by the other party or the arbitral tribunal, should he or she be called upon to do so.
- 23.6. [*Effect of witness's failure to appear – Option 1*] The prior testimony of a witness or expert who does not appear is set aside, absent extraordinary circumstances and/or a showing of good cause.
- 23.7. [*Effect of witness's failure to appear – Option 2*] In the event that a party does not make a witness or expert available, the requesting party may apply for any additional ruling from the arbitral tribunal, including the setting aside of the prior testimony of that witness or expert, or the drawing of an adverse inference.
- 23.8. Where legally permissible,²⁸ examination by videoconference may be permitted for justified reasons at the discretion of the arbitral tribunal. Any party may apply for permission for a particular witness to appear by videoconference, stating the reasons why that particular witness is unable to appear in person and a proposed protocol. The parties must ensure that the witness testifies under the same conditions as he/she would in the hearing, i.e., without conferring with anyone else during the testimony and having access to the relevant direct and cross bundles (if any).

24. Experts Appointed by the Arbitral Tribunal

- 24.1. The tribunal-appointed expert must be present at the evidentiary hearing and available for questioning at that hearing, so long as any party or the arbitral tribunal requests such presence. The parties or their party-appointed experts may question the tribunal-appointed expert at the hearing. However, the scope of this questioning is limited to the issues covered in his or her expert report and parties' submissions including pleadings, witness statements, and party-appointed expert reports.

25. Party Communication with Witnesses and Experts

- 25.1. Once their testimonies have begun, witnesses and experts shall have no contact with the party who put them forward, or that party's lawyers, during any recesses or interruptions that may arise, until they have completed their testimony. The parties must make their best efforts to start and finish the examination of a witness/expert on the same day.

28. Note that certain countries do not allow an examination under oath to be conducted for foreign legal proceedings. See Vienna Convention on Consular Relations, 1963, Article 5(j); Convention on the Taking of Evidence Abroad in Civil or Commercial Matters, 18 March 1970, Article 1.

26. Presence of Witnesses and Experts Before and After Testimony

- 26.1. The parties must attempt to agree regarding whether witnesses and experts can be present in the hearing room when they are not testifying.
- 26.2. [*Option 1*] Fact witnesses and experts shall not be allowed in the hearing room before giving their oral evidence.
- 26.3. [*Option 2*] Fact witnesses shall not be allowed in the hearing room before giving their oral evidence.
- 26.4. [*Option 3*] Fact witnesses and experts shall not be allowed in the hearing room before or after giving their oral evidence.
- 26.5. [*Exception for party representatives*] Notwithstanding the general rule, fact witnesses who are also party representatives shall be allowed in the hearing room at any time. The identity of persons falling within this category should be agreed by the parties in advance of the hearing. The arbitral tribunal, using its discretion in view of the circumstances, may order such witnesses to undergo examination first or during the early stages of the hearing.
- 26.6. [*Exception where tribunal expressly permits*] Notwithstanding the general rule, witnesses or experts shall be allowed in the hearing room at any time with the express permission of the arbitral tribunal upon request from a party.

27. Sequence of Witness and Expert Examinations

- 27.1. [*Option 1 – party-led witness examination*] Prior to the hearing, the parties may agree on the general sequence of witness and expert examinations. If no agreement is reached, the sequence will be:
 - (i) Direct examination by the party putting forward the witness/expert in question;
 - (ii) Cross-examination by the opposing party;
 - (iii) Re-direct examination by the party putting forward the witness/expert;
 - (iv) Re-cross examination (only where there has been a re-direct examination and in exceptional circumstances where authorized by the arbitral tribunal).
- 27.2. [*Option 2 – witness examination led by the arbitral tribunal*] Unless the parties agree, prior to the hearing, on a different approach, the sequence of witness and expert examinations at the hearing shall be as follows:

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- (i) Examination of the witness/expert by the arbitral tribunal;
 - (ii) If applicable, direct examination by the party putting forward the witness/expert in question;
 - (iii) If applicable, cross-examination by the opposing party;
 - (iv) Further opportunities for re-direct examination by the party putting forward the witness/expert and re-cross examination as the arbitral tribunal may authorize.
- 27.3. Prior to the hearing, the parties must try to agree to a specific sequence of witnesses and experts to be heard at the hearing. If the parties are unable to agree to a given sequence, the order proposed by each party must be submitted to the arbitral tribunal for its consideration. If no agreement is reached, claimant's witnesses shall appear first, followed by respondent's witnesses, followed by claimant's experts, followed by respondent's experts.
- 27.4. The parties may agree or the arbitral tribunal may order scheduling by issue or phase, so that each topic is dealt with discretely.²⁹
- 27.5. The arbitral tribunal may at any stage put further questions to the witness/expert.

28. Testimony of Co-signing Experts

- 28.1. [*Option 1*] If two or more experts have signed a report jointly, they shall be jointly and simultaneously cross-examined. If the experts have identified in their joint report that one of them is responsible only for a selected part of the report, then he/she shall only be cross-examined on that part of the report.³⁰
- 28.2. [*Option 2*] In the event that two or more experts have jointly authored a report, the primary author may be called for cross-examination to answer questions regarding the entirety of the report. In the event that the primary author is not competent to testify as to the entirety of the report, the party shall so inform the other party by [date], and indicate with particularity (i.e., with reference to specific sections and/or paragraphs) which sections of the report each co-author is competent to address. The other party may then decide to call one or both authors to be cross-examined with respect to the portions of the report for which they are responsible.

29. This sequence is helpful for arbitrations organized into separate issues or phases (such as jurisdiction, liability and damages or technical and legal issues).

30. When experts submit joint reports, parties sometimes require them to attribute specific sections to specific experts and each expert is then required to testify on his or her own section/s at the hearing.

- 28.3. [*Option 3*] If two or more experts have signed a report jointly, they shall be separately cross-examined.

29. Scope of Examinations³¹

- 29.1. [*Direct examination*] The party presenting the witness or expert may conduct a brief direct examination limited to introducing the witness or expert, confirming the written testimony or report and identifying any corrections that such witness or expert might wish to make.
- 29.2. [*Option for more extensive direct examination*] In addition, the party presenting the witness or expert may conduct a brief direct examination (e.g., 20 minutes) as agreed by the parties or determined by the tribunal solely on matters covered by the witness statement or expert report. Such direct examination may not introduce new matters not already covered by the written statement or report, save in response to new matters raised in the Rejoinder or in any material filed after the Rejoinder. In such a case, the opposing party's witnesses or experts may respond to the issues raised in direct examination related to allegations raised in the Rejoinder or other later-filed material.
- 29.3. [*Option for expert to summarize report*] In addition, each expert may briefly (e.g., 20 minutes) summarize or explain his or her expert report to the arbitral tribunal.
- 29.4. [*Cross-examination – Option 1*] The cross-examination may include any matter relevant to the arbitration.
- 29.5. [*Cross-examination – Option 2*] The scope of the cross-examination must be limited to the content of the witness/expert's written statement, his/her credibility, any issues raised in direct examination and any question directly related to the dispute with which the witness had direct personal involvement.
- 29.6. [*Re-direct examination*] The scope of a re-direct examination will be determined solely based on the content of the other party's cross-examination, such that no questions may be asked on issues not raised in that cross-examination.
- 29.7. [*Re-cross examination*] Re-cross examination should take place only in exceptional circumstances where authorized by the arbitral tribunal, and not in every instance where a witness/expert has had re-direct examination. The scope of a re-cross examination shall be determined solely by the content of the other party's re-direct

31. The parties may consider limiting the scope of witness examination as provided under this heading.

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examination, such that no questions may be asked on issues not raised in that examination.

- 29.8. Notwithstanding any agreement between the parties regarding the scope of witness examination, each party shall have leave to apply to the arbitral tribunal to add to or limit the scope of examination.

30. Closing Statements

- 30.1. The parties may agree to have closing statements in addition to, or in lieu of, post-hearing briefs.
- 30.2. The parties may agree to a maximum length of closing statements or they may agree to use any remaining time under the chess clock.

E. The Post-hearing Phase

31. Post-hearing Briefs

- 31.1. [*Option 1 – where decision to order post-hearing briefs is made before hearing*] The parties must submit simultaneous post-hearing briefs on [date], with the length to be decided by the arbitral tribunal, following consultation with the parties [before/during] the hearing. The parties shall submit simultaneous reply post-hearing briefs on [date], with the length to be decided by the arbitral tribunal, following consultation with the parties [before/during] the hearing.
- 31.2. [*Option 2 – where decision whether to order post-hearing briefs is left until the hearing*] The parties will determine the necessity of post-hearing briefs at the close of the hearing, with the length to be decided by the arbitral tribunal, following consultation with the parties.³²
- 31.3. The scope of the post-hearing briefs shall be limited to the issues that arose during the hearing, and the parties shall not reiterate what has already been said in their pleadings. In addition, the arbitral tribunal shall indicate specific topics upon which it would like the parties to comment.

32. Costs Submissions

- 32.1. [*Option 1 – included in post-hearing briefs*] The post-hearing briefs shall contain the parties' costs submissions, which should set out the legal fees and related expenses incurred by the submitting party. In its costs submission, each party shall include its legal arguments on entitlement to costs and its method for allocating the costs between the parties. The parties may submit simultaneous reply costs submissions on [date].
- 32.2. [*Option 2 – separate costs submissions*] The parties shall submit simultaneous costs submissions by [date]. Each costs submission should set out the legal fees and related expenses incurred by the submitting party, as well as its legal arguments on entitlement to costs and its method for allocating the costs between the parties. The parties may submit simultaneous reply costs submissions on [date].

32. Oftentimes, the parties agree to a closing presentation in lieu of the post-hearing briefs.

33. Closing the Proceedings

- 33.1. The arbitral tribunal shall officially close the proceedings when deemed appropriate following the last hearing or filing. The arbitral tribunal may in exceptional circumstances decide on its own initiative or upon application of the parties to reopen the proceedings at any time before the award is made.

34. Decision

- 34.1. At the end of the hearing, the arbitral tribunal shall indicate to the parties the date by which it expects to submit its award.

ANNEX

Useful Resources^{*}

Chartered Institute of Arbitrators (“CI Arb”)

CI Arb Practice Guideline 5: Guidelines for Arbitrators Regarding Documents-Only Arbitrations (<www.ciarb.org/guidelines-and-ethics/guidelines/practice-guidelines-protocols-and-rules>)

CI Arb Practice Guideline 10: Guidelines on the use of Tribunal-Appointed Experts, Legal Advisers and Assessors (<www.ciarb.org/guidelines-and-ethics/guidelines/practice-guidelines-protocols-and-rules>)

CI Arb Practice Guideline 15: Guidelines for Arbitrators on How to Approach Issues Relating to Multi-Party Arbitrations (<www.ciarb.org/guidelines-and-ethics/guidelines/practice-guidelines-protocols-and-rules>)

CI Arb Protocol for E-Disclosure in Arbitration (<www.ciarb.org/guidelines-and-ethics/guidelines/practice-guidelines-protocols-and-rules>)

CI Arb Protocol for the Use of Party-Appointed Expert Witnesses in International Arbitration (<www.ciarb.org/guidelines-and-ethics/guidelines/practice-guidelines-protocols-and-rules>)

College of Commercial Arbitrators

The College of Commercial Arbitrators Protocols for Expeditious, Cost-Effective Commercial Arbitration (2010) (Thomas J. Stipanowich, Editor-in-Chief; Curtis E. von Kann and Deborah Rothman, Associate Editors) (<www.thecca.net/cca-protocols-expeditious-cost-effective-commercial-arbitration>)

Debevoise & Plimpton

Protocol to Promote Efficiency in International Arbitration (2010) (<www.debevoise.com>)

Hanotiau, Bernard

“Document Production in International Arbitration: A Tentative Definition of ‘Best Practices’”, ICC Bulletin 2006 Special Supplement, Document Production in International Arbitration, pp. 113-116

^{*} All electronic resources last accessed on 23 February 2015.

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Hwang, Michael and Thio, Nicholas

“A Proposed Model Procedural Order on Confidentiality in International Arbitration: a Comprehensive and Self-Governing Code”, 29 J. Int. Arb. (2012) pp. 137-169

International Bar Association (“IBA”)

IBA Rules on the Taking of Evidence in International Arbitration (2010) (<www.ibanet.org>)

International Centre for Dispute Resolution (“ICDR”)

ICDR Guidelines for Arbitrators Concerning Exchanges of Information (<www.icdr.org>)

International Chamber of Commerce (“ICC”) Commission on Arbitration and ADR

Effective Management of Arbitration – A Guide for In-House Counsel and Other Party Representatives, <www.iccwbo.org/advocacy-codes-and-rules/document-centre/2014/effective-management-of-arbitration-a-guide-for-in-house-counsel-and-other-party-representatives/>

Controlling Time and Costs in Arbitration, 2nd edn. (2012) at <www.iccwbo.org/Advocacy-Codes-and-Rules/Document-centre/2012/ICC-Arbitration-Commission-Report-on-Techniques-for-Controlling-Time-and-Costs-in-Arbitration/>

Managing E-Document Production (2012) <www.iccwbo.org/Advocacy-Codes-and-Rules/Document-centre/2012/ICC-Arbitration-Commission-Report-on-Managing-E-Document-Production/>

ICC International Court of Arbitration

Bulletin Vol. 21 No. 1 (2010), Issues for Arbitrators to Consider Regarding Experts, pp. 31-51

Note on the Appointment, Duties and Remuneration of Administrative Secretaries (<www.iccwbo.org/Products-and-Services/Arbitration-and-ADR/Flash-news/Introduction-of-revised-Note-on-the-Appointment,-Duties-and-Remuneration-of-Administrative-Secretaries/>)

International Institute for Conflict Preservation and Resolution

Guidelines for Arbitrators Conducting Complex Arbitrations (<www.cpradr.org/Portals/0/Resources/ADR%20Tools/Tools/Arbitration%20Award%20Slimjim%20of%20download.pdf>)

Guidelines on Early Disposition of Issues in Arbitration (<www.cpradr.org/Portals/0/Resources/ADR%20Tools/Clauses%20&%20Rules/CPR%20Guidelines%20on%20Early%20Disposition%20of%20Issues%20In%20Arbitration.pdf>)

ANNEX: USEFUL RESOURCES

CPR Protocol on Disclosure of Documents and Presentation of Witnesses
(www.cpradr.org/About/CPRStore.aspx)

JAMS

JAMS Efficiency Guidelines for the Pre-Hearing Phase of International Arbitrations
(Effective 1 February 2011) (www.jamsinternational.com/wp-content/uploads/JAMS-International-Efficiency-Guidelines.pdf)

Lévy, Laurent and Reed, Lucy

“Managing Fact Evidence in International Arbitration” in *International Arbitration 2006: Back to Basics?* ICCA Congress Series no. 13 (Kluwer 2007) pp. 633-644

Moser, Michael J.

“The ‘Pre-Hearing Checklist’ – A Technique for Enhancing Efficiency in International Arbitral Proceedings”, 30 *J. Int. Arb.* (2013) pp. 155-159

Newmark, Christopher

“Controlling Time and Costs in Arbitration”, Ch. 6 in L.W. Newman and R.D. Hill, eds., *The Leading Arbitrators’ Guide to International Arbitration* 2nd edn. (JurisNet 2008) www.cedr.com/about_us/arbitration_commission/LAG_2nd_Edition_CCN_Chapter.pdf

Reed, Lucy

“The 2013 Hong Kong International Arbitration Centre Kaplan Lecture – Arbitral Decision-Making: Art, Science or Sport?”, 30 *J. Int. Arb.* (2013) pp. 85-99

Risse, Joerg

“Ten Drastic Proposals for Saving Time and Costs in Arbitral Proceedings”, 29 *Arbitration International* (2013) pp. 453-466

United Nations Commission on International Trade Law (UNCITRAL)

UNCITRAL Notes on Organizing Arbitration Proceedings (www.uncitral.org/pdf/english/texts/arbitration/arb-notes/arb-notes-e.pdf)

Welser, Irene and De Berti, Giovanni

“Best Practices in Arbitration: A Selection of Established and Possible Future Best Practice”, *Austrian Yearbook on International Arbitration 2010* (eds: Klausegger, Klein, Kremlechner, Petsche, Pitkowitz, Power, Welser and Zeiler), pp. 79-101 (www.dejalex.com/pdf/publ_1001.pdf)

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White & Case LLP and Queen Mary University of London School of International Arbitration

2012 International Arbitration Survey – Current and Preferred Practices in the Arbitral Process (<www.whitecase.com/files/Uploads/Documents/Arbitration/Queen-Mary-University-London-International-Arbitration-Survey-2012.pdf> (See also Executive Summary of same: <<http://arbitrationpractices.whitecase.com/files/Uploads/Documents/Arbitration/Executive-Summary-Queen-Mary-University-London-International-Arbitration-Survey-2012-update.pdf>>)

2010 International Arbitration Survey – Choices in International Arbitration (<www.whitecase.com/files/Publication/839d2762-bf8e-4daa-b40a-1b643081b801/Presentation/PublicationAttachment/3c346b83-27ba-4ed1-a99e-e1811e47b997/2010_International_Arbitration_Survey_Choices_in_International_Arbitration.pdf>)

Young ICCA

Young ICCA Guide on Arbitral Secretaries, The ICCA Reports No. 1 (<www.arbitration-icca.org/media/1/14123769188350/aa_arbitral_sec_guide_composite_11_march_2014.pdf>)

