

INTERNATIONAL HANDBOOK ON COMMERCIAL ARBITRATION: NATIONAL REPORTS AND BASIC LEGAL TEXTS

Author Guide

[A] Aim of the Publication

For many years the importance of international commercial arbitration has grown steadily. This is indicated by the increasing number of disputes submitted to arbitration, by the importance of the average case as measured by the amount of money in dispute, and by the range of countries involved. International contracts may give rise to differences, and arbitration is frequently resorted to for their solution.

Since arbitration laws and practices differ from country to country and often undergo changes, the business world and practitioners need up-to-date information. The *International Handbook on Commercial Arbitration* provides such information in the form of National Reports. Annexed are the Arbitration Act of the country concerned and all other relevant legal provisions.

The *International Handbook on Commercial Arbitration* assists arbitrators, company lawyers, businesspeople, and legal advisers in assessing the national Arbitration Acts of all important trading countries.

The work covers virtually all countries involved in international business and, consequently, in international commercial arbitration. Each National Report is written by a local leading arbitration expert from the country concerned and contains comprehensive information on the arbitration law and practice of that country.

Future supplements containing new National Reports along with basic legal texts in English, updates of National Reports previously published, and amended law texts follow regularly.

[B] Contact Details

This publication is edited by Albert Jan van den Berg and ICCA Publications. See <http://www.arbitration-icca.org/> for more general information about the editor and for contact details, should you wish to contribute. For practical questions and comments, please contact the publication contact at Kluwer Law International, [Vincent Verschuur](mailto:vincent.verschuur@wolterskluwer.com), vincent.verschuur@wolterskluwer.com.

[C] Outline

The National Reports on arbitration law and practice in a specific country are divided into nine Chapters:

- I. Introduction
- II. Arbitration Agreement
- III. Arbitrators
- IV. Arbitral Procedure
- V. Arbitral Award
- VI. Enforcement of Foreign Arbitral Awards
- VII. Means of Recourse
- VIII. Conciliation/ Mediation
- IX. Investment Treaty Arbitration

The issues to be addressed in each chapter are listed in this Outline. English translations of the following texts may also be annexed to the National Report:

- a. the arbitration law;
- b. any procedural laws that arise in the context of arbitration;
- c. the rules of any arbitral institution that is state-sponsored; rules referred to in
- d. the arbitration law; or rules of the predominant national institution (if not
- e. otherwise readily available);
- f. any other legislation, notice, regulation, rules or guide that may be relevant to
- g. the practice of arbitration;
- h. the conciliation/mediation law; and
- i. the model BIT (if any).

CHAPTER I. INTRODUCTION

1. LAW ON ARBITRATION

- a. *Is the law based on the 1985 UNCITRAL Model Law on International Commercial Arbitration? Including the 2006 amendments? Please list all articles that differ from the Model Law. Please also advise whether the law relates to domestic and international arbitration. (See also Chapter IV.5 – Interim Measures of Protection)*
- b. *What are the mandatory provisions of the arbitration law?*

2. PRACTICE OF ARBITRATION

- a. *Outline the use of arbitration in your country in both domestic and international cases. A survey could be given of the use of arbitration in domestic as well as international arbitration from an arbitral institution or Chamber of Commerce. Please also include a very brief mention of the nature of its activities (e.g., administering arbitrations under either its own rules or the UNCITRAL Rules, promotion of arbitration, training of arbitrators and acting as appointing authority).*
- b. *Please provide the names and addresses (including telephone, facsimile, e-mail and website address) of the most important active arbitral institutions dealing with*

arbitration in your country. Where appropriate, mention the date of the latest version of their arbitration rules and in which language(s) these rules can be obtained.

3. BIBLIOGRAPHY

Here reference should be made to recent publications on arbitration in your country. Please only include articles and journals which are considered central to the development of arbitral jurisprudence and practice.

- a. Books on arbitration (author – title – publisher – edition – date – number of pages – language)*
- b. Articles (author – title – volume number – publication – year – page number)*
- c. Journals on arbitration (if any) or periodicals dealing with arbitration*
- d. Where awards are published. (See also Chapter V.11 – Publication of the Award)*

CHAPTER II. ARBITRATION AGREEMENT

1. FORM AND CONTENTS OF THE AGREEMENT

- a. Is a distinction made between a submission agreement (agreement to submit an already existing dispute to arbitration) and an arbitration clause (agreement to refer future disputes to arbitration, usually contained in a contract)?*
- b. What are the requirements as to the form and contents of the arbitration agreement under your law? In particular, must the arbitration agreement be in writing? If so, under which circumstances is the requirement “in writing” deemed to be fulfilled (e.g., exchange of letters, e-mails, faxes etc.)? Is reference to general conditions that contain an arbitration clause enough? May the writing requirement be satisfied by electronic means?*
- c. Please provide a model arbitration clause either from a well-known arbitration institution in your country or draft a clause that you recommend for use. (If the text of the recommended clause is in a language other than English, please give the original text and an English translation).*

2. PARTIES TO THE AGREEMENT

- a. Do any restrictions exist as to persons, physical or legal (corporate body), whomay resort to arbitration?*
- b. Is arbitration possible in case of bankruptcy of one of the parties?*
- c. Can the State or State agencies resort to arbitration? If so, are there specific requirements?*
- d. Are there any rules for multi-party arbitration? Specifically, are there special rules regarding appointment? Is it possible to join a third party or to consolidate multiple arbitrations?*

3. DOMAIN OF ARBITRATION

- a. Please list the matters that cannot be resolved by arbitration.*

- b. *Are arbitrators allowed to fill gaps in a contract when the parties have expressly authorized them to do so? May they do so without such an express authorization?*
- c. *Are arbitrators allowed to adapt a contract to fundamentally changed circumstances? (An example would be price adjustments in long term contracts.)*

4. SEPARABILITY OF ARBITRATION CLAUSE

Does the validity of the main contract affect the validity of the arbitration agreement? What is the effect, if any, on the arbitration agreement if it is alleged that the main contract was never concluded, or that an essential element is missing?

5. EFFECT OF THE AGREEMENT (SEE ALSO CHAPTER V.4 – JURISDICTION)

- a. *Will a court stay an action and refer parties to arbitration when one of them expressly invokes the arbitration agreement? Is the court obliged to do so or does it have discretionary power in this respect?*
- b. *How extensively will the court inquire into the arbitration agreement in determining whether a stay should be granted (i.e., prima facie or full review)?*
- c. *What is the latest moment at which a party can invoke the lack of competence of the court?*
- d. *What may or must an arbitral tribunal do when faced with a challenge to its jurisdiction or to the admissibility of a claim?*
- e. *Assuming Art. II(3) of the New York Convention does not apply, if the parties have agreed to arbitrate abroad and one party makes an application to have the matter heard by the court in your country, if the other party invokes the agreement, will the court refer the parties to arbitration abroad? Is the time limit different to that in c. above?*

CHAPTER III. ARBITRATORS

1. QUALIFICATIONS

- a. *Are there any qualifications required to be an arbitrator?*
- b. *Are there any restrictions on being appointed as an arbitrator in your country (e.g., nationality, residence or admission to the bar in your country)? May foreigners be appointed? May judges be arbitrators?*
- c. *Are persons who are approached to be an arbitrator under the obligation to disclose facts that may raise doubts about their impartiality or independence?*

2. APPOINTMENT OF ARBITRATORS

- a. *How are arbitrators appointed where the parties have not provided for this in their arbitration agreement?*
- b. *What happens if a party fails to cooperate in the appointment of arbitrators in the above-mentioned case?*

3. NUMBER OF ARBITRATORS (SEE ALSO CHAPTER V.2 – MAKING OF THE AWARD)

Does the law prescribe a number of arbitrators? Must the arbitral tribunal always be an odd number of arbitrators? What are the consequences if the parties have provided for an even number?

4. CHALLENGE TO ARBITRATORS

- a. *What are the grounds available to challenge an arbitrator's appointment?*
- b. *Who decides on the challenge: the court; the arbitral tribunal itself (including the challenged arbitrator); or the arbitration institute administering the arbitration?*
- c. *Must the challenge decision contain reasons and be written?*
- d. *Is the tribunal or institution's decision on the challenge subject to appeal to court?*

5. TERMINATION OF THE ARBITRATOR'S MANDATE

- a. *Under what conditions and in which manner will an arbitrator's mandate be terminated?*
- b. *Can the court review the termination of the arbitrator's mandate?*
- c. *Must a substitute arbitrator be appointed? If so, what is the procedure?*

6. LIABILITY OF ARBITRATORS

- a. *Can an arbitrator be liable towards the parties under either the law or the arbitral institution rules?*
- b. *If so, has it ever come up in practice? (Please provide court decisions as examples.)*

CHAPTER IV. ARBITRAL PROCEDURE

1. PLACE OF ARBITRATION (SEE ALSO CHAPTER V.3 – FORM OF THE AWARD)

- a. *How is the place of arbitration determined? If the parties have not decided where the arbitration shall take place, are the arbitrators entitled to determine the place of arbitration?*
- b. *What are the legal consequences of the determination of the place of arbitration? Does the arbitration law, doctrine or case law make a distinction between the place of arbitration in the legal and physical senses?*

2. ARBITRAL PROCEEDINGS IN GENERAL

- a. *Does the law leave the decision about the conduct of the proceedings entirely to arbitrators or does the law outline mandatory requirements concerning arbitral proceedings?*
- b. *Does the law provide any guidelines to be adhered to in determining the appropriate procedure when the law is silent on a particular procedural matter?*

- c. *Can the parties give the tribunal instructions as to how to proceed? Can the tribunal overrule an agreement between the parties regarding procedure, in whole or in part? (E.g., length of hearings, timetables, etc.)*
- d. *Should an exchange of written pleadings take place before the hearing?*
- e. *Is an oral hearing of the parties always required?*
- f. *May arbitrators also decide on the basis of written evidence only, without hearing the parties in person?*

3. EVIDENCE

- i. *General*
 - a. *Do arbitrators have full freedom to determine the admissibility, relevance, materiality and weight of the evidence submitted by the parties?*
 - b. *Are arbitrators bound by the rules of evidence prevailing in the courts of your country?*
- ii. *Witnesses (Fact Witnesses and Party-appointed Expert Witnesses)(For Tribunal-appointed Expert Witnesses, See Chapter IV.4, Below)*
 - a. *May witnesses be sworn in before the arbitrators?*
 - b. *Can a witness be compelled to appear before arbitrators? Or can the court hear a witness who is unwilling to appear before arbitrators?*
 - c. *How is the hearing of witnesses conducted? Is cross-examination allowed?*
- iii. *Documentary Evidence*
 - a. *Are there any legal provisions for the production of written evidence (i.e., documents, etc.)?*
 - b. *Is there the possibility of discovery or disclosure of documents?*

4. TRIBUNAL-APPOINTED EXPERTS (SEE CHAPTER IV.3 FOR PARTY-APPOINTED EXPERT WITNESSES)

- a. *May arbitrators appoint experts to give advice on specific (technical) matters?*
- b. *Do they need consent of both parties to do so?*
- c. *Do they have to consult the parties beforehand regarding the questions that will be submitted to the expert?*
- d. *What rules apply to the tribunal-appointed expert witness? Are these rules different from those that apply to fact witnesses? If so, in what respect?*
- e. *Must the expert's report be in writing?*
- f. *Do the parties have the right to receive a copy of the written expert opinion before the hearing?*
- g. *Must parties be given an opportunity to examine the arbitrator's expert?*

5. INTERIM MEASURES OF PROTECTION (SEE ALSO CHAPTER I.1 – LAW ON ARBITRATION)

- a. *What sort of interim measures does the law allow?*
- b. *Does your law adopt Chapter IV.A of the UNCITRAL Model Law (2006 amendments) regarding interim measures? Please list any differences.*

- c. *Can arbitrators, for instance in case of perishable goods, make a decision as to what should happen to these goods?*
- d. *Can arbitrators oblige a party to give a bank guarantee? If so, for what type of matters?*
- e. *Can arbitrators order an attachment, or can attachments be ordered only by the courts?*
- f. *Should the interim measure, where possible, be given in the form of an interim award? Can such award be enforced?*

6. REPRESENTATION AND LEGAL ASSISTANCE

- a. *Are there any requirements for representation of a party before arbitral tribunals in your country? Is a power of attorney required?*
- b. *Must the representative be a lawyer? If so, must the lawyer be admitted to the local bar, or is it sufficient that the foreign lawyer be admitted to the bar in his or her own country?*

7. DEFAULT

- a. *If a party, after due notice, fails to appear before the arbitral tribunal, may the latter nevertheless go on with the proceedings and render a binding award?*
- b. *Is the position the same for claimant default as respondent default?*

8. CONFIDENTIALITY OF THE AWARD AND PROCEEDINGS

- i. *Confidentiality of the Arbitral Award and Proceedings*
 - a. *Does the law provide in general for confidentiality of the arbitral proceedings and/or award?*
 - b. *Does your country's privacy legislation apply to arbitrations or does it have to be agreed by the parties?*
- ii. *Confidentiality of Arbitration-related Court Proceedings*
 - a. *Do the documents filed in legal proceedings for recognition and enforcement form part of the public record? If so, can any steps be taken to preserve the confidentiality of such documents?*
 - b. *If there are hearings for recognition and enforcement, are such hearings confidential? If not, can steps be taken to maintain the confidentiality of the legal proceedings?*
 - c. *Are judgments on recognition and enforcement published? If so, can steps be taken to remove the names of the parties or avoid publication of confidential information (such as trade secrets or state secrets)?*

CHAPTER V. ARBITRAL AWARD

1. TYPES OF AWARD

- a. *Is a distinction made among interlocutory, interim, partial and final awards? What is the legal significance of this distinction?*

- b. *Can interim awards be enforced and/or set aside in court prior to the issue of the final award? If so, how are they enforced? On what grounds?*

2. MAKING OF THE AWARD

- a. *If the arbitral tribunal consists of three (or more) arbitrators, how does this tribunal arrive at its decision? By majority? What if no majority can be reached? Does the presiding arbitrator have the deciding vote?*
- b. *Is a dissenting opinion allowed? If so, is this opinion annexed to the award? Does it form part of the award?*
- c. *Is there a time limit for the making of the award? If the time limit is not met and the parties do not extend the time limit for making the award, can the tribunal approach the court for an extension? What is the consequence of failing to render an award within the time limit (e.g., setting aside or enforcement)?*

3. FORM OF THE AWARD

- a. *Must the award be in writing? Are there any other form requirements?*
- b. *Must the award contain the reasons for the decision? Is there a requirement for adequacy of reasons?*
- c. *Must all arbitrators sign the award? What if one arbitrator refuses to sign or is unable to sign?*
- d. *Must the award mention the date and place of arbitration? Can failure to include these details in the award be corrected? (See also Chapter V.7A – Correction and Interpretation of Award.)*

4. JURISDICTION (SEE ALSO CHAPTER II.5 – EFFECT OF THE AGREEMENT)

- a. *May arbitrators rule on their own jurisdiction?*
- b. *If arbitrators rule that they have jurisdiction, does this ruling take the form of an award or a preliminary ruling?*
- c. *If arbitrators rule that they have jurisdiction, can this ruling immediately be attacked in court? Or must this action wait until the final award or a partial (final) award has been rendered? If arbitrators rule that they do not have jurisdiction, can the court be approached for a judgment that arbitrators have jurisdiction?*
- d. *Should the plea that arbitrators have no jurisdiction be raised in limine litis?*
- e. *Does failure to raise this plea timely constitute a waiver of a party's right to raise such a plea?*
- f. *If so, does the time limit also apply if the jurisdictional objection is that the subject matter of the dispute is not capable of settlement by arbitration?*
- g. *Can the issue of the arbitrators' jurisdiction be submitted to court before the arbitral proceedings commence or before arbitrators rule on their jurisdiction?*
- h. *If a court has been approached for a decision, must the arbitrators suspend the arbitral proceedings?*

5. APPLICABLE LAW

- i. *Domestic Arbitration*
 - a. *May arbitrators be given the power to decide as amiables compositeurs or ex aequo et bono?*
 - b. *How does this power differ from the power exercised by arbitrators who decide according to law, both legally and in practice?*
- ii. *International Commercial Arbitration*
 - a. *May arbitrators be given the power to decide as amiables compositeurs or ex aequo et bono?*
 - b. *If the parties have not agreed on the applicable law, how do arbitrators determine the applicable law?*

6. SETTLEMENT

- a. *May the parties request the arbitrators to incorporate a settlement reached during the arbitration into an award? May arbitrators refuse such a request?*
- b. *Is the award on agreed terms subject to different formal requirements than a normal award (e.g., are reasons required?)*
- c. *May parties request the arbitrators to assist them in settlement negotiations during the arbitration?*
- d. *Can the award on agreed terms be enforced as a normal award? Can such award be set aside? If so, on what grounds?*

7A. CORRECTION AND INTERPRETATION OF THE AWARD

- a. *Are arbitrators allowed to correct typing errors or other clerical errors of their own volition? If so, under what conditions? May corrections also be requested if the date or the place of arbitration is not contained in the award or where the award is not signed?*
- b. *Are arbitrators allowed to provide an interpretation of their award? If so, under what conditions?*
- c. *What form should a correction/interpretation take? Should it be in the form of an additional award? Must the additional award be annexed to the final award?*
- d. *Are there time limits for requesting or issuing a correction/ interpretation?*

7B. ADDITIONAL AWARD

- a. *May arbitrators who omitted to decide one of the issues submitted to them (e.g., to decide on interest claimed by a party) render an additional award? If so, under what conditions?*
- b. *What form should the additional award take?*
- c. *Who must pay the costs of rendering an additional award?*

8. FEES AND COSTS

i. Costs in General

What is understood by the costs of the arbitration (e.g., arbitrator's fees and expenses, tribunal's expert fees, party costs, institutional fees)?

ii. Deposit

- a. May the arbitrators require a deposit or security for their fees and expenses?*
- b. In cases of institutional arbitration, does the arbitral institute require such a deposit?*
- c. How is the deposit paid (i.e., is it split between the parties or made only by claimant)?*
- d. What happens if a party does not comply with the request for deposit?*

iii. Fees of Arbitrators

- a. Who decides on the fees of arbitrators?*
- b. Which system prevails in your country – an hourly rate, fixed fees, scales or another system?*
- c. In your most active arbitral institution, is there any schedule for the fees of arbitrators? If so, an example would be useful.*

iv. Costs of Legal Assistance to Parties

- a. Is it customary to reimburse the winning party for the costs of its legal assistance? Or are arbitrators rather reluctant to do so?*
- b. Is there a requirement that party costs be reasonable?*
- c. Do special rules apply to the award of party costs?*

v. Award on Costs

- a. How are the costs of arbitration awarded in your country? (E.g., costs follow the event, i.e., the loser pays, or on some other basis.)*
- b. Are costs apportioned in instances where parties have won on some claims and lost on others?*

9. NOTIFICATION OF THE AWARD AND REGISTRATION

- a. Must the award be registered or deposited with a court? If so, at which court? What are the legal consequences, if any, if the registration or deposit does not take place? Is there any time limit for the registration? Are there any taxes involved with court registration?*
- b. Must the original of the award be deposited at the arbitral institute? If the arbitration is ad hoc, what happens to the original?*

10. ENFORCEMENT OF DOMESTIC AND INTERNATIONAL AWARDS RENDERED IN [COUNTRY OF REPORT] (SEE ALSO CHAPTER VI – ENFORCEMENT OF FOREIGN ARBITRAL AWARDS)

i. Leave for Enforcement

- a. Does the award need leave for enforcement in order to be executed? Is this a separate application to that for enforcement?*
- b. If so, which authority decides the application for leave for enforcement?*

- c. *Does the authority decide ex parte or are the parties heard?*
 - d. *On what grounds may leave for enforcement be refused? May this decision be appealed?*
 - e. *If leave for enforcement is granted, what remedies are there for the losing party? Can the decision be appealed? If not, are there other remedies available to the losing party (e.g., to initiate an action for setting aside of the award)?*
- ii. *Enforcement*
- a. *On what grounds may enforcement be refused? Is refusal limited to violation of rules of public policy?*
 - b. *May the decision on enforcement be appealed?*

11. PUBLICATION OF THE AWARD

- a. *Are arbitral awards published in your country?*
- b. *If so, under what conditions?*
- c. *Must both parties agree? Are names left out?*
- d. *May consent be presumed if none of the parties object to publication within a short period upon receipt of the award?*
- e. *Is publication permitted where it would be in the public interest?*

CHAPTER VI. ENFORCEMENT OF FOREIGN ARBITRAL AWARDS

This Chapter deals with the possibility of enforcement in your country of arbitral awards rendered in a foreign country.

1. ENFORCEMENT UNDER CONVENTIONS AND TREATIES

- a. *In order to facilitate enforcement of foreign arbitral awards, international conventions have been concluded. Which international conventions are in force that may facilitate the enforcement of a foreign arbitral award in your country? Please distinguish between multilateral conventions and bilateral treaties (and please give details).*
- b. *What is the procedure governing the application for enforcement in your country of a foreign award?*
- c. *What is the extent of the court review in the enforcement procedure?*
- d. *Is a court decision on the enforcement of a foreign award subject to appeal?*
- e. *Which court decisions on the interpretation of the 1958 New York Convention (or other relevant enforcement convention) are of general interest? Please refer to these decisions.*

2. ENFORCEMENT WHERE NO CONVENTION OR TREATY APPLIES

- a. *If no convention or treaty applies, is it still possible to enforce a foreign award in your country?*
- b. *If so, under what conditions? (Is there a time limit for making the request? Is, for instance, leave for enforcement first required in the country where the award was made?)*

3. RULES OF PUBLIC POLICY

- a. *Is violation of rules of public policy always a ground for refusal of enforcement (see Chapter V.10 – Enforcement of Domestic and International Awards) and for setting aside (see Chapter VII – Means of Recourse)?*
- b. *Does the law or do the courts restrict this ground to violation of international public policy (ordre public international) where the arbitration qualifies as an international commercial arbitration?*

CHAPTER VII. MEANS OF RECOURSE

For this Chapter, please outline if there are differences between domestic and international arbitration.

1. APPEAL ON THE MERITS FROM AN ARBITRAL AWARD

- i. *Appeal to a Second Arbitral Instance*
 - a. *Is arbitral appeal to a second arbitral instance allowed under the arbitration law of your country? If so, does the law lay down any requirements to this effect?*
 - b. *Is a second arbitral tribunal often called upon in your country to consider appeals? If so, for what type of arbitration (e.g., commodity arbitration)?*
- ii. *Appeal to a Court*
 - a. *Is appeal to a court on the merits of the award possible under the arbitration law of your country?*
 - b. *If so, is a previous agreement by the parties on such appeal required?*
 - c. *If no previous agreement is required, may the parties exclude the appeal by agreement?*
 - d. *Are there any additional requirements for making the appeal (e.g., a court must grant leave to make the appeal)?*
 - e. *If an appeal is made, does this affect the possibility of setting aside of the award?*

2. SETTING ASIDE OF THE ARBITRAL AWARD (ACTION FOR ANNULMENT, VACATION OF THE AWARD)

- i. *Grounds for Setting Aside*
 - a. *On what grounds can arbitral awards be set aside by the court? May the court enter into the merits of the dispute? Can an award be set aside on the basis of an error in law (or in fact)? If so, under what conditions?*
 - b. *Does a violation of the rules of public policy always constitute a ground for setting aside and thus form, as far as substance is concerned, an exception to the rule “no control on the merits”? (See also Chapter VI.3 – Rules of Public Policy.)*

- c. *Does the law permit the parties to exclude one or more grounds for setting aside, or setting aside entirely? If so, is this permitted before the dispute has arisen or only thereafter?*
 - d. *Should the action always be brought as an action for setting aside or can this also be advanced in one or more separate actions? If so, what are those actions?*
 - ii. *Procedure*
 - a. *Must the action for setting aside be brought within a certain time limit? Is a special form prescribed for the action (e.g., opposition against the exequatur)?*
 - b. *Can a party be barred from invoking one or more grounds by that party's appearance in the arbitration without raising an objection in time? If so, does this bar, for example, apply to an action for setting aside on the ground of irregularity in the constitution of the arbitral tribunal and/or on the ground of arbitrators not complying with their mandate? Does this bar also apply to violation of rules of public policy?*
 - c. *Is remission to the tribunal possible under the law (i.e., during a setting aside application, the court remits the matter to the tribunal to give it the opportunity to eliminate the ground(s) on which the award could otherwise be set aside)?*
 - d. *It is assumed that the arbitration agreement will not revive if the award is set aside on the basis that the arbitration agreement was invalid. However, does the arbitration agreement revive if the award was set aside on other grounds?*
 - iii. *Waivers*
 - a. *Can the action for setting aside be excluded by agreement between the parties and the execution of an exclusion agreement? If so, can this be done before a dispute has arisen or only thereafter? Can exclusion concern only some of the grounds for setting aside?*
 - iv. *Effect of an Award that Has Been Set Aside*
 - a. *What is the effect of an award that has been set aside?*

3. OTHER MEANS OF RECOURSE

Are there any other means of recourse that have not been mentioned?

CHAPTER VIII. CONCILIATION / MEDIATION

1. GENERAL

- a. *Has the UNCITRAL Model Law on International Commercial Conciliation been adopted by your country?*
- b. *Is there a noticeable trend in your country to use conciliation or mediation? (These terms may be regarded as interchangeable.) Are parties inclined or encouraged first to attempt a settlement before resorting to arbitration?*
- c. *If so, do parties base their attempt on a set of conciliation rules?*
- d. *Are there organizations or institutes in your country that offer their services for conciliation or mediation? If so, please provide their names and addresses.*
- e. *Do other means of ADR besides conciliation exist in your country?*

2. LEGAL PROVISIONS

- a. *Please provide details of the law (and where relevant, annex a copy to this Report).*
- b. *Does your country's procedural law contain a general clause regarding mediation and stimulating attempts to settle before resorting to court or arbitral proceedings?*
- c. *Does the law, for example, contain provisions on the following:*
 - *on the confidential character of conciliation;*
 - *whether an arbitrator, during arbitration, may also act as conciliator;*
 - *whether a conciliator may be appointed as arbitrator if conciliation fails;*
 - *whether before arbitral proceedings can be instituted, the parties should make a serious attempt to reach an amicable settlement of the dispute?*

CHAPTER IX. INVESTMENT TREATY ARBITRATION

- a. *Is your country a member of any multilateral investment or industry-specific investment treaties that provide for arbitration of investment disputes? Is there a website on which these treaties are published?*
- b. *Does your country employ a model Bilateral Investment Treaty (BIT)? If so, please annex a copy to your National Report.*
- c. *On which website are BITs to which your country is party published?*
- d. *Has your country been party to any investment arbitrations? On which website are arbitral awards based on BITs published?*
- e. *Does your country's foreign investment legislation contain provisions relating to dispute settlement? Please provide details.*
- f. *Are there any particularities in your country's investment arbitration practice (e.g., have there been problems regarding enforcement of investment awards)?*