Recommendation regarding the interpretation of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York on 10 June 1958, with respect to arbitral awards in electronic form

The United Nations Commission on International Trade Law,

Recalling that the General Assembly, in its resolution 2205 (XXI) of 17 December 1966, established the United Nations Commission on International Trade Law with the object of promoting the progressive harmonization and unification of the law of international trade by, inter alia, promoting ways and means of ensuring a uniform interpretation and application of international conventions and uniform laws in the field of the law of international trade,

Conscious of the fact that the different legal, social and economic systems of the world, together with different levels of development, are represented in the Commission,

Recalling successive resolutions of the General Assembly reaffirming the mandate of the Commission as the core legal body within the United Nations system in the field of international trade law to coordinate legal activities in this field,

Convinced that the wide adoption of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York on 10 June 1958,[1] has been a significant achievement in the promotion of the rule of law, particularly in the field of international trade,

Recalling that the Conference of Plenipotentiaries which prepared and opened the Convention for signature adopted a resolution which states, inter alia, that the Conference considers that greater uniformity of national laws on arbitration would further the effectiveness of arbitration in the settlement of private law disputes,[2]

Noting that the *travaux préparatoires* of the Convention provide valuable insight into the context in which it was adopted and its object and purpose,[3]

Recognizing the possibilities that technological advancements offer for increased efficiency and expediency in the making of arbitral awards as well as in recognizing and enforcing such awards, the increasing use of electronic means in international commerce and the growing practice of making arbitral awards in electronic form,

Recognizing also the need for clarity in relation to the recognition and enforcement of foreign arbitral awards in electronic form pursuant to the Convention,

Taking into account international legal instruments, such as the UNCITRAL Model Law on International Commercial Arbitration (1985), as amended in 2006

[1]United Nations, *Treaty Series*, vol. 330, No. 4739.

[2]Final Act of the United Nations Conference on International Commercial Arbitration, United Nations Publication, Sales No: 58.V.6.

[3]Travaux Préparatoires: Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958), https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/travaux.

and 2026,[4] the UNCITRAL Model Law on Electronic Commerce (1996),[5] and the United Nations Convention on the Use of Electronic Communications in International Contracts (2005),[6]

Considering that, in interpreting the Convention, regard is to be had to the need to promote recognition and enforcement of arbitral awards,

Recommends that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York on 10 June 1958, be interpreted in a manner that an arbitral award is not refused recognition or enforcement on the sole ground that it is in electronic form.

[4]United Nations publication, Sales No. E.08.V.4; and *Official Records of the General Assembly, Eighty-first session, Supplement No. 17* (A/81/17), para. 143 and annex IV.

[5]United Nations publication, Sales No. E.99.V.4, which also contains an additional article 5 bis, adopted in 1998, and the accompanying Guide to Enactment.

[6]United Nations publication, Sales No. E.07.V.2; General Assembly resolution 60/21, annex.

Amendments to the Model Law on International Commercial Arbitration (1985) as amended in 2006 and Revisions to the Explanatory Note to the Model Law on International Commercial Arbitration (1985) as amended in 2006

UNCITRAL Model Law on International Commercial Arbitration (1985), as amended in 2006 and 2026

Article 2. Definitions and rules of interpretation

For the purposes of this Law:

(a) "arbitration" means any arbitration whether or not administered by a permanent arbitral institution;

(b) "arbitral tribunal" means a sole arbitrator or a panel of arbitrators;

(c) "court" means a body or organ of the judicial system of a State;

(d) where a provision of this Law, except article 28, leaves the parties free to determine a certain issue, such freedom includes the right of the parties to authorize a third party, including an institution, to make that determination;

(e) where a provision of this Law refers to the fact that the parties have agreed or that they may agree or in any other way refers to an agreement of the parties, such agreement includes any arbitration rules referred to in that agreement;

(f) where a provision of this Law, other than in articles 25*(a)* and 32(2) *(a)*, refers to a claim, it also applies to a counterclaim, and where it refers to a defence, it also applies to a defence to such counterclaim;

(g) "arbitral award" or "award" includes an award in electronic form; an "award in electronic form" means an award made by means of a data message;

(h) "data message" means information generated, sent, received or stored by electronic, magnetic, optical or similar means;

(i) "electronic communication" means any communication that a party or the arbitral tribunal makes by means of a data message.

Article 3. Receipt of written communications

(1) Unless otherwise agreed by the parties:

(a) any written communication is deemed to have been received if it is*:* delivered to the addressee personally ~~or if it is~~; delivered at his place of business, habitual residence or mailing address*;* ~~if none of these~~ *or delivered by electronic communication that provides a record of transmission to an electronic address that is specifically designated for this purpose. If no such delivery* can be ~~found~~*made* after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of the attempt to deliver it;

(b) the communication is deemed to have been received on the day it is so delivered *and, in the case of an electronic communication, on the day it is sent, except that a notice of arbitration transmitted electronically is only deemed to have been received on the day when it reaches the addressee's electronic address*.

(2) The provisions of this article do not apply to communications in court proceedings.

Option I, Article 7. Definition and form of arbitration agreement

(1) "Arbitration agreement" is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defi ned legal relationship, whether contractual or not. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(2) The arbitration agreement shall be in writing.

(3) An arbitration agreement is in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct, or by other means.

(4) The requirement that an arbitration agreement be in writing is met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference~~; "electronic communication" means any communication that the parties make by means of data messages; "data message" means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy~~.

(5) Furthermore, an arbitration agreement is in writing if it is contained in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other.

(6) The reference in a contract to any document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference is such as to make that clause part of the contract.

Article 31. Form and contents of award

(1) The award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.

(2) The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under article 30.

(3) The award shall state its date and the place of arbitration as determined in accordance with article 20(1). The award shall be deemed to have been made at that place.

(4) After the award is made, a copy signed by the arbitrators in accordance with paragraph (1) of this article shall be delivered to each party.

(5) If the parties agree or, in the absence of such agreement neither party objects, the arbitral tribunal may make an award in electronic form.

Article 35. Recognition and enforcement

(1) An arbitral award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this article and of article 36.

(2) The party relying on an award or applying for its enforcement shall supply the original award or a copy thereof. If the award is not made in an official language of this State, the court may request the party to supply a translation thereof into such language.

(3) An award shall not be refused recognition or enforcement solely on the ground that it is in electronic form.

Explanatory Note to the Model Law on International Commercial Arbitration (1985) as amended in 2006 and 2026

5. The revision of the Model Law adopted in 2026 aims to enhance clarity and legal certainty by making explicit what the Model Law of 1985, with amendments as adopted in 2006, already accommodated, namely the use of arbitral awards in electronic form, particularly in relation to their recognition and enforcement, as well as notices of arbitration and written communications in electronic form. It includes amendments to articles 2, 3, 7, 31 and 35. The revision drew inspiration from UNCITRAL texts on electronic commerce, such as the United Nations Convention on the Use of Electronic Communications in International Contracts (2005) and the UNCITRAL Model Law on Electronic Commerce (1996), and incorporates the principle of non-discrimination, which provides that a document should not be denied validity, legal effect or enforceability solely on the ground that it is in electronic form. The principle of non-discrimination does not preclude the application of laws that may deny an award, notice of arbitration, or communication, validity, legal effect, or enforceability on other grounds, nor is it concerned with or does it predetermine the requirements based upon which validity, legal effect, or enforceability must be accorded. The revision thus does not address the criteria, such as accessibility, authentication and integrity, based upon which awards, notices of arbitration and communications in electronic form may be considered the functional equivalent of a paper-based document, and instead leaves such matters to the domestic laws and practices in the relevant jurisdiction.

6. Specifically, the amendments to the Model Law adopted in 2026 are as follows:

- Article 2, subparagraph (g). Clarifies that the terms “arbitral award” or “award” include an award in electronic form.
- Article 3, paragraph 1. As amended, allows a written communication to be transmitted electronically by means that provide a record of such transmission and is transmitted to an electronic address specifically designated for this purpose, usually by the receiving party. Such an electronic communication is deemed to have been received on the day it was sent, except that a notice of arbitration transmitted electronically is only deemed to have been received on the day when it reaches the addressee’s electronic address.
- Article 7, option 1, paragraph 4. The definitions of “data message” and “electronic communication” have been amended and relocated to article 2.
- Article 31, paragraph 5. Provides that an award may be made in electronic form where the parties agree or, in the absence of agreement where neither party objects. The sequencing makes it clear that any objection must be raised before the award is made.
- Article 35, paragraph 3. Clarifies that an award in electronic form shall not be refused recognition or enforcement solely because it is in electronic form.

7. These amendments are intended to support the recognition and enforcement of arbitral awards in electronic form and to enhance efficiency, as awards in electronic form enable faster delivery and more flexible management, including easier distribution, storage and retrieval of awards and related documents. At the same time, these amendments preserve party autonomy with respect to the form of an award. However, these amendments do not concern jurisdiction-specific

requirements, such as whether a paper-based award may still be necessary. Accordingly, parties and tribunals should take such requirements into account in their consultations.

[…]

(c) Awards in electronic form

57. In connection with the revision of the Model Law adopted in 2026, the Commission also adopted, at its fifty-ninth session in 2026, a "Recommendation regarding the interpretation of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York on 10 June 1958, with respect to arbitral awards in electronic form". The Recommendation states that the Convention is to be interpreted having regard to the need to promote recognition and enforcement of arbitral awards, as well as recognizing the need for clarity regarding the recognition and enforcement of arbitral awards in electronic form. Accordingly, it recommends that the New York Convention be interpreted in a manner that ensures that arbitral awards are not refused recognition or enforcement on the sole ground that they are in electronic form.

Notes on Organizing Arbitral Proceedings adopted in 2016 with additional notes adopted in 2023 and 2026

21. Paper or electronic form of awards

147. Arbitral awards have traditionally been made on paper with wet-ink signatures, but with modern advances in technology they can also be made in electronic form, which may offer several advantages, such as enhanced efficiency by enabling faster preparation and delivery of awards, as well as easier distribution, storage and retrieval.

148. The parties and the arbitral tribunal should note, however, that some jurisdictions require arbitral awards be made in paper form or may have specific requirements for documents in electronic form. Some arbitral institutions retain the practice of making arbitral awards in paper form and provide electronic versions only as courtesy copies. Others facilitate arbitral awards made in electronic form, subject to the parties' agreement. Certain arbitral institutions have an established practice of having the arbitral tribunal make awards only in electronic form, unless the parties agree otherwise, or the arbitral tribunal decides differently. When making the award in electronic form, it is advisable for the arbitral tribunal to consult the parties beforehand regarding any specific practices or requirements under the applicable law(s), including in jurisdictions where recognition or enforcement may be sought, such as whether certified copies of the award or an award with wet-ink signatures are needed or there are specific requirements for electronic signatures. In determining the form of the award, relevant considerations, alongside the applicable law(s), may include how the form affects the triggering of relevant timelines.