

Arbitral rules from arbitral institutions on electronic awards

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Disclaimer:

This list of arbitration institutions is not exhaustive. It also does not represent a comprehensive assessment of all rules or guidance notes by these institutions.

Note:

Please feel free to contact the UNCITRAL secretariat (uncitral@un.org) if your institution would like to report additional rules related to electronic awards or if your institution is in the process of revising its rules to add reference to electronic awards.

Updated as of late July 2024.

I. Arbitration institutions rules that explicitly referred to electronic awards

Table I includes rules that explicitly refer to the making of, delivery of, and digital signature for arbitral awards.

Country	Arbitration Institute	Arbitration Rules	Provisions
<i>A. Rules on making arbitral awards in electronic form & electronic delivery of awards</i>			
Australia	1. Australian Centre for International Commercial Arbitration (ACICA)	ACICA Arbitration Rules 2021 https://acica.org.au/acica-rules-2021/	Article 42.5: “The Arbitral Tribunal shall communicate copies of an award signed by the arbitrator(s) to the parties and ACICA. <u>Such transmission may be made by any electronic means, and (if so requested by any party or if transmission by electronic means to a party is not possible) in paper form. In the event of any disparity between electronic and paper forms, the electronic form shall prevail.</u> ” Emergency arbitrations: Schedule 1, Article 3.7: “The Emergency Arbitrator shall promptly deliver a copy of the decision on emergency interim measures of protection and any Emergency Interim Measure to each of the parties and ACICA. <u>The decision may be delivered by any electronic means,</u> and (if so requested by any party or if transmission by electronic means to a party is not possible) in paper form. In the event of any disparity between electronic and paper forms, the electronic form shall prevail.”
Austria	2. Vienna International Arbitration Centre (VIAC)	VIAC Arbitration and Mediation Rules 2021 https://www.viac.eu/en/arbitration/content/vienna-rules-2021-online	Article 36.5: “ <u>The Secretary General shall transmit the award to the parties in hardcopy form. If it is not possible or feasible to send the award in hardcopy form within a reasonable time, or if the parties so agree, the Secretariat may send a copy of the award in electronic form.</u> In this case a copy of the award in hardcopy form may be sent at a later stage. Article 12 paragraphs 3, 4 and 5 apply. The Secretariat shall retain an original copy of the award and the documentation of proof of sending.”
Hong Kong SAR, China	3. Hong Kong International Arbitration Centre (HKIAC)	HKIAC Administered Arbitration Rules 2024 https://www.hkiac.org/arbitration	Article 2 Definition 2.15: References to “ <u>written communications</u> ” include all notifications, proposals, pleadings, submissions, statements, documents, orders and <u>awards</u> that are produced, submitted or exchanged in the arbitration. Article 3 Communications and Calculation of Time Limits

Country	Arbitration Institute	Arbitration Rules	Provisions
			<p>3.1. <u>Any written communication pursuant to these Rules shall be deemed to be received by a party, arbitrator, emergency arbitrator or HKIAC if:</u></p> <p>(a) communicated to the address, facsimile number and/or email address communicated by the addressee or its representative in the arbitration; or</p> <p>(b) in the absence of (a), communicated to the address, facsimile number and/or email address specified in any applicable agreement between the parties; or</p> <p>(c) in the absence of (a) and (b), communicated to any address, facsimile number and/or email address which the addressee holds out to the world at the time of such communication; or</p> <p>(d) in the absence of (a), (b) and (c), communicated to any last known address, facsimile number and/or email address of the addressee; or</p> <p>(e) <u>uploaded to any secured online repository that the parties have agreed to use;</u> or</p> <p>(f) <u>communicated through any other form of electronic communication that the parties have agreed to use,</u> subject to approval by HKIAC and the arbitral tribunal, once constituted.</p>
Chinese Taipei	4. CAA International Arbitration Centre (CAAI)	CAAI Arbitration Rules 2017 http://www.caii-arbitration.org/Rules_Class.aspx?BigClassID=7145b874-b90e-44fa-b992-14495c44e778	<p>Article 2.2: “The reference to anything “in writing” or “written”, except for any arbitration clause or arbitration agreement, means the content is recorded in any form (including paper, visual, audio or electronic means) which is accessible and useable for subsequent reference.”</p> <p>Article 34: Requirements and Effect of Awards</p> <p>1. The Tribunal may make a single award or separate awards on different issues at different times in the form of interim, interlocutory, partial or final award.</p> <p>2. <u>Any award shall be made in writing</u> and shall contain the following:</p> <p>(a) the date on which the award is made;</p> <p>(b) the seat of Arbitration;</p> <p>(c) the reasons of the award, unless the parties agree otherwise, or the award is a consent award; and</p> <p>(d) the signatures of the majority of arbitrators, and the reason for any omitted signature.</p>
Denmark	5. The Danish Institute of Arbitration (DIA)	DIA Arbitration Rules 2021	<p>Article 3 Written Communication</p> <p>(1) <u>Written communication in the case shall be made by e-mail or by other electronic means,</u> unless the DIA or the Arbitral Tribunal decides otherwise, or mandatory law, the Rules or other agreement between the parties provides otherwise.</p>

Country	Arbitration Institute	Arbitration Rules	Provisions
		https://voldgiftsinstitutet.dk/en/arbitration/rules-arbitration/	<p>(2) Communication from the DIA or the Arbitral Tribunal shall be deemed as received by a party when it is sent to the party, the party’s legal counsel or other representative <u>by e-mail</u> or by other means that provides a record of the transmission to the address or last known address of the party, the party’s legal counsel or other representative, or if proven to have reached one of them.</p> <p>Article 39.3 on arbitral awards: (3) <u>The award shall be in writing</u> and shall be signed by the arbitrator(s). Where the Arbitral Tribunal is composed of more than one arbitrator, the signatures of the majority of the members of the Arbitral Tribunal shall suffice, provided that the reason for any omitted signature is stated in the award.</p>
France	6. Centre de Médiation et d’Arbitrage de la Chambre de Commerce et d’Industrie de Paris (CMAP)	CMAP Arbitration Rules 2022 https://www.cmap.fr/reglements-du-cmap/	<p>Article 28.5 28.5 <u>Toutefois, la sentence arbitrale peut être rendue sous forme électronique</u>, sauf opposition de l’une des parties.</p> <p>(unofficial translation) “28.5 However, the arbitral award may be rendered in electronic form, unless opposed by one of the parties.”</p>
India	7. Progress, Harmony and Development (PHD) Chamber of Commerce and Industry, (PHDCCI) Centre for International Arbitration and Mediation (PCIAM)	PCIAM Arbitration Rules 2021 https://www.phdcci.in/wp-content/uploads/2022/02/PCIAM-Arbitration-Rule.pdf	<p>Article 19.7 The Registrar shall <u>serve the award</u> on the parties in hardcopy form. <u>Upon request of a party, the wording of the award may additionally be sent to the parties in electronic form.</u> The PCIAM shall retain one original copy of the award, and shall also retain the documentation of proof of service.</p> <p>Article 5.2: Any written communication shall be deemed to have been received on the day when it is delivered or, in the case of electronic means, transmitted, and such time shall be determined with reference to the recipient’s time zone.</p>
Ireland	8. Chartered Institute of	<u>All-Ireland Arbitration Rules 2020</u>	Rule 11.3: “Where in any of these Rules or otherwise under the Act a communication is required to be made in writing , this shall include by email if agreed by the Arbitrator. The

Country	Arbitration Institute	Arbitration Rules	Provisions
	Arbitrators – Irish Branch	https://www.ciarb.ie/arbitration/all-ireland-arbitration-rules-2020.1122.html	<p>parties may agree with the Arbitrator to the use of and the protocol for the use of additional means of communication including, by way of example, a software or electronic platform.</p> <p>Rule 25: “Unless the parties have agreed that no reasons are to be given, or the Award is on agreed terms, <u>the Arbitrator shall make a reasoned Award in writing</u> as soon as practicable after the conclusion of the final hearing or at any interim period the Arbitrator considers expedient and he shall notify the parties in writing when an Award is ready to be taken up.”</p>
Japan	9. The Japan Commercial Arbitration Association (JCAA)	Administrative Rules for UNCITRAL Arbitration 2021 https://www.jcaa.or.jp/en/arbitration/rules.html	<p>Rule 1 Purpose These “Administrative Rules for UNCITRAL Arbitration” (the “Rules”) provide for the procedures and other necessary matters integrated into and supplemental to the UNCITRAL Arbitration Rules relating to arbitration administered by the JCAA where the Parties have agreed to resolve their dispute by arbitration under the UNCITRAL Arbitration Rules. With regard to the provisions of Part 2 and Part 3, if the provisions of these Parts are in conflict with the provisions of the UNCITRAL Arbitration Rules, the former provisions are to be applied.</p> <p>Rule 2 Definitions (4) “The term “in writing” includes hard copy and electronic documents. “Electronic documents” include electronic, magnetic and any other recording media used in information processing by a computer or other electronic device.”</p>
Latvia	10. Latvian Chamber of Commerce and Industry, Court of Arbitration (LCCI)	LCCI Arbitration Rules 2017 https://litrk.lv/index.php/en/node/30	<p>Article 9: “The Council of the Court of Arbitration adopts the decisions with a simple majority vote of those present. If the votes are divided equally, then the Chairman of the Council of the Court of Arbitration has the casting vote. <u>The Council of the Court of Arbitration is entitled to adopt decisions by using electronic means of communication</u>”.</p>
Netherlands (Kingdom of the)	11. Netherlands Arbitration Institute (NAI)	NAI Arbitration Rules 2024 https://nai.nl/2024-nai-arbitration-rules/	<p>Article 49.4: “<u>Without prejudice to any provision of the applicable mandatory arbitration law, the award may also be made in electronic form</u> by affixing it with a qualified electronic signature or qualified electronic signatures as referred to in Article 3(12) of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (OJEU 2014, L 257).”</p>

Country	Arbitration Institute	Arbitration Rules	Provisions
Peru	12. Chamber of Commerce of Lima, Arbitration Centre	Arbitration Rules, 2017, including Decree No.1071/2008 https://www.arbitrajecci.com.pe/servicios/servicio-de-arbitraje/	Art.55.2 (Decree) Form of the award For these purposes, it will be understood that the <u>award is in writing</u> when its content and signatures <u>are recorded and are accessible for subsequent consultation in electronic, optical or other format.</u>
Saudi Arabia	13. Saudi Center for Commercial Arbitration (SCCA)	SCCA Online Dispute Resolution Procedure Rules 2023 https://www.sadr.org/ADRServices-arbitration-arbitration-rules	Article 11.3: “Before signing the final award, the Arbitral Tribunal shall transmit it in draft form to the Administrator. No award shall be issued by the Arbitral Tribunal until it has been reviewed and approved by the SCCA Court as to its form. <u>The Administrator shall transmit the final award to the parties using the ODR Platform, which shall constitute proper service.</u> Where requested by the Administrator or a party, or where applicable law requires, the Arbitral Tribunal shall provide the Administrator with one or more signed original hard copies of the final award for transmission to the parties.”
United Arab Emirates	14. The Dubai International Arbitration Centre (DIFC) and the London Court of International Arbitration (LCIA)¹	DIFC-LCIA Arbitration Rules 2021 https://www.lcia.org/News/update-difc-lcia.aspx	Article 9.9 on Emergency Arbitration: An order of the Emergency Arbitrator shall be made in writing, with reasons. An award of the Emergency Arbitrator shall comply with Article 26.2 and, when made, take effect as an award under Article 26.8 (subject to Articles 9.11 and 9.12). <u>The Emergency Arbitrator shall be responsible for delivering any order or award to the Registrar, who shall transmit the same promptly to the parties by electronic means.</u>

¹ The rules of arbitration and conciliation adopted by the Abolished Arbitration Centres and the DIAC, including the rules of arbitration and conciliation approved pursuant to the above-mentioned Decree No. (11) of 2007, will continue in force to the extent that they do not contradict the provisions of this Decree and the Statute attached hereto, until the new DIAC rules of arbitration and conciliation are approved by the Board of Directors of the DIAC (article 8 of Dubai’s Decree 34/2021).

Country	Arbitration Institute	Arbitration Rules	Provisions
			<p>Article 26.2 on (ordinary) arbitration: The Arbitral Tribunal shall make any award in writing and, unless all parties agree in writing otherwise, shall state the reasons upon which such award is based. The award shall also state the date when the award is made and the seat of the arbitration; and it shall be signed by the Arbitral Tribunal or those of its members assenting to it. Unless the parties agree otherwise, or the Arbitral Tribunal or LCIA Court directs otherwise, any award may be signed electronically and/or in counterparts and assembled into a single instrument.”</p> <p>Article 26.7: The sole or presiding arbitrator shall be responsible for delivering the award to the LCIA Court, which shall transmit to the parties the award authenticated by the Registrar as a DIFC-LCIA Arbitration Centre award, provided that all Arbitration Costs have been paid in full to the DIFC-LCIA Arbitration Centre in accordance with Articles 24 and 28. Such transmission may be made by any electronic means, and (if so requested by any party or if transmission by electronic means to a party is not possible) in paper form. In the event of any disparity between electronic and paper forms, the electronic form shall prevail”.</p>
<p>United Kingdom of Great Britain and Northern Ireland</p>	<p>15. The London Court of International Arbitration (LCIA)</p>	<p>LCIA Arbitration Rules 2020</p> <p>https://www.lcia.org/Dispute-Resolution-Services/LCIA-arbitration-rules-2020.aspx</p>	<p>Article 26.7: “The sole or presiding arbitrator shall be responsible for delivering the award to the LCIA Court, which shall transmit to the parties the award authenticated by the Registrar as an LCIA award, provided that all Arbitration Costs have been paid in full to the LCIA in accordance with Articles 24 and 28. <u>Such transmission may be made by any electronic means</u>, and (if so requested by any party or if transmission by electronic means to a party is not possible) in paper form. <u>In the event of any disparity between electronic and paper forms, the electronic form shall prevail.</u>”²</p>

² LCIA Guidance Note.

304. Alongside making electronic communications the default method of communication, the LCIA Rules 2020 also provide that any award may be signed electronically and/or in counterparts and assembled into a single instrument, unless the parties agree otherwise or the Arbitral Tribunal or LCIA Court directs otherwise. The Arbitral Tribunal is encouraged to ask the parties before issuing the award whether there are any particular requirements under the applicable law(s) or for enforcement in a particular jurisdiction, including whether the parties require certified copies of the award, or an award with wet signatures.

305. The sole or presiding arbitrator should deliver to the LCIA a soft copy of the award for onward transmission to the parties by the LCIA, in accordance with Article 26.7. The primary method of transmission of the award is by email. For arbitrations being administered pursuant to the LCIA Rules 2020, hard copies are not required unless requested by a party or if transmission by electronic means to a party is not possible. For arbitrations being administered pursuant to the LCIA Rules 2014, the LCIA will send a certified copy of the award to the parties, in addition to the electronic copy, unless a party advises the LCIA that it does not require a certified copy.

306. Unless requested, the LCIA will not provide any hard copies of the award to the Arbitral Tribunal.

307. The LCIA can provide additional certified copies of an award to parties for enforcement, after an award has been issued to the parties, and any requests should be made to casework@lcia.org.

Country	Arbitration Institute	Arbitration Rules	Provisions
<i>B. Rules on electronic/ digital signatures</i>			
Canada	16. Vancouver International Arbitration Centre (VanIAC), British Columbia International Commercial Arbitration Center (BCICAC)	International Commercial Arbitration Rules 2022 https://www.lcia.org/Dispute-Resolution-Services/lcia-arbitration-rules-2020.aspx	Article 35 Making of an award (c) Awards shall be made in writing. Awards shall state the reasons on which they are based unless the parties otherwise agree or the award is an arbitral award on agreed terms under Rule 34. (d) Awards shall be signed by the members of the arbitral tribunal and shall be deemed to be made at the seat of the arbitration and on the date stated therein. Electronic signatures shall suffice unless otherwise agreed by the parties or required by applicable law. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all the members of the arbitral tribunal shall be sufficient so long as the reason for any omitted signature is stated.
China	17. China International Economic and Trade Arbitration Commission (CIETAC)	CIETAC Arbitration Rules 2024 http://www.cietac.org/Uploads/202312/2024%20Arbitration%20Rules-FN.pdf	Article 52 Making of Award 7. Unless the arbitral award is made in accordance with the opinion of the presiding arbitrator or the sole arbitrator and signed by the same, the arbitral award shall be signed by a majority of the arbitrators. An arbitrator who has a dissenting opinion may or may not sign his/her name on the award. An electronic signature of an arbitrator bears the same effect of his/ her handwritten signature.
China	18. Shenzhen Court of International Arbitration (SCIA)	SCIA Online Arbitration Rules 2022 https://www.scia.com.cn/upload/20221114/6371f20023e32.pdf	Article 26 Arbitral Documents Arbitral documents, <u>including the arbitral award</u> , mediation statement and decision on dismissal, shall be signed by the arbitrator(s) electronically and affixed with the electronic seal of the SCIA.
China	19. China Maritime Arbitration Commission (CMAC)	CMAC Arbitration Rules 2021 https://www.cmac.org.cn/en/index.php?catid=20	Article 81 Electronic Signature Unless otherwise provided by the law of the seat of arbitration or agreed by the parties, or decided by the Arbitration Court or the arbitral tribunal, <u>arbitrators may use electronic signatures on the arbitral awards, conciliation statements and decisions on dismissal</u> , etc.
France	20. Chambre Arbitrale Internationale de Paris (CAIP)	CIAP Arbitration Rules 2024	Article 39.6: La sentence peut être signée électroniquement par le tribunal arbitral. <i>(unofficial translation: The award may be signed electronically by the arbitral tribunal.)</i>

Country	Arbitration Institute	Arbitration Rules	Provisions
		https://www.arbitrage.org/page/29277/arbitrage/#iwtdq3	
France	21. Organization for the harmonization of business law in the Caribbean (OHADAC) Regional Center for Arbitration (CARO), Guadeloupe	OHADAC Institutional Arbitration Rules 2021 https://www.carohadac.org/services/arbitrage.html	Article 47.3: “Once the award has been validated by the CARO Centre, the final and definitive version shall be forwarded by the Arbitral Tribunal to the Secretariat, in as many originals as there are parties, plus one original to be kept in the archives of the CARO Centre. The award shall be dated and signed by the arbitrators (in person or electronically), or with an indication of any refusal to sign where appropriate.”
Netherlands (Kingdom of the)	22. Netherlands Arbitration Institute (NAI)	NAI Arbitration Rules 2024 https://nai.nl/2024-nai-arbitration-rules/	Article 49.4: “Without prejudice to any provision of the applicable mandatory arbitration law, the award may also be made in electronic form by <u>affixing it with a qualified electronic signature or qualified electronic signatures</u> as referred to in Article 3(12) of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (OJEU 2014, L 257).”
Saudi Arabia	23. Saudi Centre for Commercial Arbitration (SCCA)	SCCA Arbitration Rules 2023 https://www.sadr.org/ADRServices-arbitration-arbitration-rules	Article 36.1: “All awards issued shall be reasoned and made in writing. The Arbitral Tribunal shall make every effort to deliberate and prepare the award without delay. The award shall be signed by the arbitrators, and it shall contain the date on which the award was made and indicate the place of arbitration. <u>Unless the parties agree, or applicable law requires, otherwise, all awards may be signed electronically.</u> Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.” Article 22.4: “ <u>The award shall be deemed to have been issued at the place of arbitration regardless of where the award is signed, including electronically.</u> ”
United Arab Emirates	24. Dubai International Arbitration Centre (DIAC)	DIAC Arbitration Rules 2022 https://www.diac.com/en/adr-services/arbitration/rules/diac-arbitration-rules-2022/	Article 20.3: “Any award shall be deemed to have been issued at the seat of the arbitration, regardless of where it has been signed by the Tribunal, and whether at one single sitting or separately by each member to whom the award was forwarded for signature, and <u>whether physically or by electronic means.</u> ”

Country	Arbitration Institute	Arbitration Rules	Provisions
			Article 34.6: “Subject to any mandatory provisions of the procedural law applicable to the seat of the arbitration and after consultation with the parties, <u>the Tribunal may sign the award by electronic means and provide it to the Centre.</u> For the purpose of this Article, <u>signing by electronic means shall be made through a certified electronic software or service, which allows the digital verification of the signatory’s identity and their intent to sign the document.</u> If signed in ink, the award shall be signed on each page and provided to the Centre in a number of originals sufficient to communicate one to each party, all members of the Tribunal and the Centre”
United Arab Emirates	25. Abu Dhabi International Arbitration Center (ADIAC)	ADIAC Arbitration Rules 2024 https://www.arbitratead.ae/arbitration-rules	Article 41.4: “ <u>The Award shall be signed by each member of the Tribunal,</u> and, where required by law, shall be signed on each page. Awards may be <u>signed electronically</u> by the Tribunal (including by using software which provides for the digital verification of the signatory’s identity and their intent to sign the document), if deemed appropriate, taking into account all relevant circumstances, including but not limited to the applicable law(s).”
United Kingdom of Great Britain and Northern Ireland	26. The London Court of International Arbitration (LCIA)	LCIA Arbitration Rules 2020 https://www.lcia.org/Dispute-Resolution-Services/Lcia-arbitration-rules-2020.aspx	Article 26.2: “... Unless the parties agree otherwise, or the Arbitral Tribunal or LCIA Court directs otherwise, <u>any award may be signed electronically</u> and/or in counterparts and assembled into a single document.”
United Kingdom of Great Britain and Northern Ireland	27. The London Maritime Arbitrators Association (LMAA)	The LMAA Terms 2021 https://lmaa.london/the-lmaa-terms/	Article 24: The members of a tribunal need not meet together for the purpose of signing their award or of effecting any corrections thereto. <u>Unless the parties agree otherwise, or the tribunal directs otherwise, awards may be signed (or corrections effected) electronically, including by electronic transfer of a scanned signature, and/or in counterparts, and may be notified to the parties by email, or other electronic means.</u> Where a party wishes an award (or correction) to be signed with original handwritten signatures, and/or notified by service of a hard copy of an original signed award (or correction), it is the responsibility of that party to make a request to that effect to the tribunal prior to the production of the award (or prior to the effecting of a correction).
United Kingdom of Great Britain and	28. Scottish Arbitration Centre	Scottish Arbitration Centre Rules 2023	Article 29.2: Provided all parties agree, <u>any arbitrator’s signature will be treated for all purposes as valid if it represents the usual signature of that arbitrator, even if it is applied to or inserted in the award by any electronic means.</u>

Country	Arbitration Institute	Arbitration Rules	Provisions
Northern Ireland		https://scottisharbitrationcentre.org/rules-of-the-scottish-arbitration-centre/	
United States of America	29. International Centre for Dispute Resolution (ICDR)	International Dispute Resolution Procedures 2021 https://www.icdr.org/rules_for_ms_fees	Article 32.4: <u>An order or award may be signed electronically</u> , unless (a) the applicable law requires a physical signature, (b) the parties agree otherwise, or (c) the arbitral tribunal or Administrator determines otherwise.
United States of America	30. American Arbitration Association (AAA)	Construction Industry Arbitration Rules and Mediation Procedures 2024 https://www.icdr.org/rules_for_ms_fees	R.48(a): Any award shall be in writing and signed by a majority of the arbitrators. <u>Signatures may be executed in electronic or digital form.</u> The award shall be executed in the form and manner required by law.
	31. International Centre for Settlement of Investment Disputes (ICSID)	ICSID Arbitration Rules 2022 https://icsid.worldbank.org/rules-regulations/convention	Article 59.2: <u>The Award shall be signed by the members of the Tribunal who voted for it. It may be signed by electronic means if the parties agree.</u>

II. Arbitration institutions rules with no explicit reference of electronic awards, but electronic award is possible under these rules

Table II includes rules that provide possibility of decision-making / delivery of documents by electronic means despite non-explicit references to electronic arbitral awards.

	Arbitration Institute	Arbitration Rules	Provisions
<i>A. Form of arbitral award to be decided by parties' consent and/or by the Tribunal</i>			
	32. International Chamber of Commerce (ICC)	ICC Arbitration Rules 2021 https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/rules-procedure/	Article 33: "...if the parties reach a settlement after the file has been transmitted to the arbitral tribunal in accordance with Article 16, <u>the settlement shall be recorded in the form of an award made by consent of the parties</u> , if so requested by the parties and if the arbitral tribunal agrees to do so." ³
Bahrain	33. Gulf Corporation Council (GCC) Commercial Arbitration Centre (GCCAC)	GCCAC Rules of Arbitration Proceedings https://www.gccac.org/en/arbitration-rules	Article 57.7 "The Arbitration Tribunal may conduct deliberations and <u>sign and render the award by modern means of communication</u> . In any case, the award shall be made at the Centre's headquarters."
Chile	34. Santiago Arbitration and Mediation Centre, Santiago Chamber of Commerce (CAM Santiago)	Rules of International Arbitration 2006 https://www.camsantiago.cl/en/servicio/arbitraje-internacional/?tab=reglamentacion	Article 2.3. All notifications or communications may be delivered or sent personally, by certified mail, by fax, by e-mail or by any other means that leaves a record of dispatch. Article 33.6: "Once the final award has been issued, the arbitral tribunal shall send the original version of it to the CAM Santiago for its deposit and this latter shall notify to each party the text of the final award signed by the arbitral tribunal, in accordance with article 2 of this Rules, provided always that the expenses and costs of the arbitration have been fully paid by the parties or by one of them. <u>Save written agreement of the parties otherwise, the</u>

³ **Note to Parties and Arbitral Tribunals on the conduct of the arbitration under the ICC Rules of Arbitration (2021)**

197. Awards signed and dated by the arbitral tribunal are sent to the Secretariat for notification to the parties (Article 35(1)). The award must be signed and dated on or after the date of the Court Session at which the draft award was approved. The date of the award is the date on which the last arbitrator signed.

198. Unless the parties have agreed to electronic notification of the award (see paragraph 199), the arbitral tribunal must provide the Secretariat with the required number of originals (unbound) requested by the Secretariat. The arbitral tribunal must also provide the Secretariat with a PDF of the signed original by email. The Secretariat will send a courtesy copy of the PDF of the award to the parties by email ahead of the notification of originals. The sending of a courtesy copy by email does not trigger any of the time limits under the ICC Rules of Arbitration.

199. Subject to any applicable mandatory law requirements, the parties may agree that (1) any award may be signed by the members of the arbitral tribunal in counterparts, and/or (2) such counterparts may be assembled in a single electronic file and notified to the parties by the Secretariat by email or any other means of **telecommunication** that provides a record of the sending thereof, pursuant to Article 35.

200. Paragraphs 197 to 199 apply mutatis mutandis to additional awards, addenda and decisions

<https://iccwbo.org/news-publications/arbitration-adr-rules-and-tools/note-parties-arbitral-tribunals-conduct-arbitration/>

	Arbitration Institute	Arbitration Rules	Provisions
			<p><u>present provision implies the waive of any other form of communication or deposit of the final award.”</u></p>
China	<p>35. China International Economic and Trade Arbitration Commission (CIETAC)</p>	<p>CIETAC Arbitration Rules 2024</p> <p>http://www.cietac.org/Uploads/202312/2024%20Arbitration%20Rules-EN.pdf</p>	<p>Article 52.10: The arbitral award shall be delivered to the parties in hard copies. <u>Where the parties agree, or where CIETAC deems it necessary, the arbitral award may be delivered to the parties in electronic form.</u></p> <p>Article 8 Service of Documents and Periods of Time:</p> <p>“1. <u>All documents</u>, notices and written materials in relation to the arbitration may be delivered in person or sent by registered mail or express mail, fax, or <u>by any other means considered proper by the Arbitration Court or the arbitral tribunal.</u></p> <p>2. The arbitration documents referred to in the preceding Paragraph 1 shall be sent to the address provided by the party itself or by its representative(s), or to an address agreed by the parties. Where a party or its representative(s) has not provided an address or the parties have not agreed on an address, the arbitration documents shall be sent to such party’s address as provided by the other party or its representative(s).</p> <p>3. Any arbitration correspondence to a party or its representative(s) shall be deemed to have been properly served on the party if delivered to the addressee or sent to the addressee’s place of business, place of registration, domicile, habitual residence or mailing address, or where, after reasonable inquiries by the other party, none of the aforesaid addresses can be found, the arbitration correspondence is sent by the Arbitration Court to the addressee’s last known place of business, place of registration, domicile, habitual residence or mailing address by registered or express mail, or by any other means that can provide a record of the attempt at delivery, including but not limited to service by public notary, entrustment or retention.”</p> <p>2. <u>Arbitration documents may be served by electronic means as a preferred way of delivery.</u></p>
China	<p>36. Shanghai International Economic and Trade Arbitration (SHIAC)</p>	<p>Arbitration Rules 2024</p> <p>https://www.shiac.org/pc/SHIAC?moduleCode=arbitrate_rules&securityId=E6vaUKiYEKhVojgg6VGPNA</p>	<p>Article 10 Digital and Intelligent Arbitration</p> <p>1. <u>The parties may agree, and the Secretariat or the tribunal may also decide, to conduct all or part of the arbitration proceedings with the assistance of information technology, including but not limited to case filing, document and evidence exchange, inquiry, mediation, appraisal, hearing, and other logistic services, through SHIAC E-Platform (hereinafter referred to as the “E-Platform”).</u></p> <p>2. 2. The use of technology pursuant to these Rules should follow the principles of technological neutrality, efficiency and convenience, equal rights, safety, and reliability.</p>

	Arbitration Institute	Arbitration Rules	Provisions
			Each technology user shall comply with relevant laws and regulations, including but not limited to the laws and regulations on network security, personal information protection, and data security, and shall not harm national security, state secrets, trade secrets, and personal privacy.
Hong Kong SAR, China	37. Hong Kong International Arbitration Centre (HKIAC)	HKIAC Administered Arbitration Rules 2024 https://hkiac.org/arbitration/rules-practice-notes	Article 13- General Provisions (under Section IV: Conduct of Arbitration) 13.1 Subject to these Rules, <u>the arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration in order to avoid unnecessary delay or expense</u> , having regard to the complexity of the issues, the amount in dispute, the <u>effective use of technology</u> , information security, and environmental impact, and provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to present their case
France	38. Organization for the harmonization of business law in the Caribbean (OHADAC) Regional Center for Arbitration (CARO), Guadeloupe	OHADAC Institutional Arbitration Rules 2021 https://www.carohadac.org/services/arbitrage.html	Article 33.1(a): 33.1. The Arbitral Tribunal shall be entrusted with the broadest powers to administer the dispute, and in particular: a) <u>The Arbitral Tribunal shall determine the advisability, number and order of presentation of the parties' submissions and their method of communication (electronic, hard copy);</u>
Hungary	39. Hungarian Chamber of Commerce and Industry, Arbitration Court	Rules of Proceedings 2022 of the Arbitration Court https://mkik.hu/en/rules-of-proceedings-31122022	Article 43.1: "43. [Making of the Award and Service on the Parties] (1) The arbitral tribunal shall make an award if it decides the dispute on the merits, or if the parties request that the settlement made between them be recorded in the form of an award. <u>The arbitral tribunal may record the parties' settlement in the form of an award on agreed terms provided that its contents comply with the law.</u> The arbitral tribunal may also make an interim award or a partial award.
Rwanda	40. Kigali International Arbitration Centre (KIAC)	Arbitration Rules 2012 https://kiac.org/rw/rules-and-law/arbitration-rules/	Article 38: "...If the parties reach a settlement after the file has been transmitted to the Arbitral tribunal, <u>the settlement shall be recorded in the form of an award made by consent of the parties, if so requested by the parties.</u> The Arbitral tribunal shall be discharged and the arbitration concluded upon payment of any outstanding costs of arbitration..."
United Kingdom of Great	41. Chartered Institute of Arbitrators (CIArb)	CIArb Arbitration Rules 2015	Appendix II Matters for potential consideration by the parties and the arbitral tribunal at the case management conference: Article 13: Communications with the tribunal

	Arbitration Institute	Arbitration Rules	Provisions
Britain and Northern Ireland		https://www.ciarb.org/resources/ciarb-rules-and-clauses/	The use of electronic means of communication in submissions to the arbitral tribunal <u>and any other communication among the parties and the arbitral tribunal.</u>
United Kingdom of Great Britain and Northern Ireland	42. British Virgin Island (BVI) International Arbitration Centre	Arbitration Rules 2021 http://laws.gov.vg/Laws/bvi-international-arbitration-centre-arbitration-rules-2021	Article 39.11: The CEO and the Registrar have the authority to certify true copies of awards, including electronic certified true copies.”
<i>B. Electronic voting/ deliberations by arbitrators</i>			
Czechia	43. Prague Stock Exchange Arbitration Court (PSEAC)	Rules of the PSEAC, 2020 https://www.pseac.org/en/regulations-and-documents	<p>Article 49 Voting on the Arbitration Award</p> <p>1) The arbitration tribunal shall adopt an arbitration award by a majority vote in a closed session.</p> <p>2) The voting may be substituted by a written or electronic (typically e-mail) <u>exchange of statements of consent</u> of the majority of the arbitrators with the proposed wording of the arbitration award.</p> <p>Article 50 Announcement of the Arbitration Award</p> <p>1) A written counterpart of the arbitration award shall be delivered to the parties.</p> <p>2) The arbitration tribunal may decide that a written arbitration award will also be announced orally in the presence of both parties.</p> <p>3) Until the written counterpart of the arbitration award has been sent or until the oral announcement of the award, the arbitration tribunal may decide to reopen the proceedings, including potential ordering of a new oral hearing or other procedural steps, if it is, in the arbitration tribunal’s opinion, necessary for the adjudication of the dispute.</p> <p>4) The typical time limit for the issuance of the arbitration award is 6 months and shall commence on the date of signing of the Terms of Reference or the approval thereof by the arbitration tribunal or, if the arbitration tribunal deems the preparation of the Terms of Reference to be evidently redundant given the nature and complexity of the dispute, on the date of constitution of the arbitration tribunal. The Presidium may extend this time limit upon a justified request of the arbitration tribunal.</p> <p>5) A written counterpart of the arbitration award must be always delivered to the parties and, after delivery, provided with the confirmation that it is final and binding. The</p>

	Arbitration Institute	Arbitration Rules	Provisions
			confirmation that the award is final and binding shall be marked on the award by the Secretary upon the parties' request
Finland	44. Finland Chamber of Commerce, Arbitration Institute	Finland Arbitration Rules 2024 https://arbitration.fi/en/arbitration/rules-and-guidelines/	Appendix I Organization of the Arbitration Institute Article 2.4: “The Board may <u>make decisions electronically</u> and via remote connection.”
Lebanon	45. Chamber of Commerce, Industry and Agriculture, Lebanese Arbitration and Mediation Centre (LAMC)	LAMC Arbitration Rules 2024 https://lamc.org.lb/arbitration/#rules	Annex II, By-laws of LAMC – Meetings of the Court of Arbitration Article 4.7: <u>Deliberations amongst the members of the Court and the passing of decisions may be carried out by electronic communication.</u>
North Macedonia	46. Economic Chamber of North Macedonia, Permanent Court of Arbitration	Skopje Arbitration Rules 2021 https://arbitraza.mchamber.mk/index.aspx?lng=2#page-4	Appendix 1 Organization of the Arbitration Court Article 5.6: “Electronic communication shall be established by applying videoconference, electronic mail, and other systems or platforms for electronic data exchange. <u>Electronic voting</u> or making statements may be conducted through standardized/authorized software that provides record of the members present, that is, record of the members who made a statement, accuracy, and visibility of voting results.
Türkiye	47. Istanbul Chamber of Commerce, Arbitration and Mediation Center	Arbitration Rules 2021 https://www.itotam.com/en/Default.aspx	Annex I Internal Regulation on the Structure and Working Principles of the Arbitration Court and the Secretariat of the Istanbul Chamber of Commerce Arbitration and Mediation Centre: Article 5.4: The Arbitration Court may also <u>pass resolutions</u> by means of written correspondence or <u>electronic communication</u> . Resolutions passed via electronic communication shall be put in writing as soon as possible.
<i>C. Electronic communication/ service of documents in general</i> <i>General provisions on electronic communication/ delivery of documents that do not refer specifically to awards, but may capture awards by wide-enough wordings such as “arbitral documents”, “all documents”</i>			
Bahrain	48. Bahrain Chamber for Dispute Resolution	Rules of Arbitration of the Bahrain Chamber for Dispute	Article 7.1 <u>Any written communication</u> by any party (including its legal representative), by the arbitral tribunal, or by the Chamber, to any or all of these shall be delivered personally; by courier; by registered mail; or by <u>e-mail</u> , facsimile, or <u>any other form of electronic</u>

	Arbitration Institute	Arbitration Rules	Provisions
		Resolution effective 1 October 2022 https://bcdr.org/2022-rules-of-arbitration/	communication that provides a record of its transmission.
Bulgaria	49. Arbitration Court at the Bulgarian Chamber of Commerce and Industry (BCCI)	Rules of the Court of Arbitration at the BCCI – 2022 https://www.bcci.bg/rulescourt-en.html	Art. 40.(1) (Supplemented, effective as of 01.01.2017): “After an award has been signed in accordance with the provisions of Art, 38 above, it shall be submitted to the Secretariat of the Court of Arbitration by the presiding arbitrator of the Arbitral Tribunal or by the sole arbitrator respectively. <u>He/she shall submit the text of the award on an electronic carrier at an electronic address as instructed by the Secretariat, in a generally accepted form as well as a header of the essentials of the award with notification of the applicable legal texts and supporting text.</u> The award shall be scanned and entered into the electronic program of the Court of Arbitration by the technical secretary in the presence of the arbitrator who submitted the award. <u>The submission of the award and its entry in the electronic program shall be recorded into the Book of Awards of the Court of Arbitration.</u> ” ... (5) The arbitral award shall be final and put an end to the dispute.
Chile	50. Centro Nacional de Arbitrajes (CNA)	Reglamento arbitral 2020 https://www.cna.cl/documentacion/reglamentos	Article 67 Presentación de documentos y notificaciones (<i>Presentation of documents and notifications</i>) ... Todo documento deberá, en la medida de lo posible, acompañarse al proceso a través del medio electrónico , notificándose a las partes del mismo modo. <i>Unofficial translation: “All document shall, to the extent possible, be accompanied in the process through the medium of electronic notified to the parties in the same way.”</i>
China	51. Beijing International Arbitration Commission (BIAC)	Arbitration Rules effective 2022 https://www.biac.org.cn/english/page/zc/guize_en2022.html	Article 71: Service (1) Arbitral documents, notices and other materials may be served on the parties or their authorized representatives in person or by mail, courier, facsimile, <u>email, or other electronic means</u> . <u>The BAC or the Arbitral Tribunal has the right to decide the appropriate mode of service in accordance with the specific circumstances of the case.</u>

	Arbitration Institute	Arbitration Rules	Provisions
			<p>(2) Arbitral documents, notices and materials shall be deemed to have been served if they have been delivered to the parties or their authorized representatives in person or by mail to the addressee's place of business, place of registration, place of residence, address indicated on ID card, Hukou address, address for service agreed by the parties or any other correspondence address provided by the addressee or the counterparty. <u>If service is carried out by electronic means and the electronic transmission record can show the completion of sending, it shall be deemed to have been properly served.</u></p> <p>Article 63 on emergency arbitration</p> <p>(4) Unless otherwise agreed by the parties, <u>the BAC or the emergency arbitrator may serve relevant documents upon the parties by means of electronic telecommunication.</u></p>
China	<p>52. Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Centre)</p>	<p>Arbitration Rules 2024</p> <p>https://www.shiac.org/pc/SHIAC?moduleCode=arbitrate_rules&securityId=E6vaUKiYEKhVojg6VGPNA</p>	<p>Article 85 Service</p> <p>[...]</p> <p>2. <u>The Secretariat may serve documents, notices, and materials relating to the arbitration in person, by post, or by electronic service through the E-Platform, electronic mail, facsimile, instant messenger, or other appropriate means that provide a delivery record. Unless otherwise agreed by the parties or decided by the tribunal, the Secretariat may give priority to electronic service through the E-Platform.</u></p> <p>3. <u>Except for in-person service, arbitration documents, notices, and materials sent by the Secretariat to the parties or their representative(s) by mail as provided for in Article 85.2 shall be deemed to have been validly served</u> under any of the following circumstances, regardless of whether they are signed for or not:</p> <ul style="list-style-type: none"> (a) they are sent to the address to which the parties or their representative(s) confirm in writing to SHIAC; (b) after reasonable inquiry by the other party, they are sent to the last known place of business, place of registration, place of residence, household registration, identity card address, valid address for external use, and address specified in the agreement of the parties; <p>where a party or its representative(s) changes its address after receiving the arbitration documents, notices, or materials served by the Secretariat without notifying the other party or the Secretariat, the Secretariat shall serve the subsequent arbitration documents, notices, and materials to the original address.</p>

	Arbitration Institute	Arbitration Rules	Provisions
China	53. Shenzhen International Arbitration Centre (SCIA)	SIAC Arbitration Rules 2019, as amended in 2022 https://www.scia.com.cn/en/index/rulelist.html	Article 6 Service 1. <u>Where the parties have agreed upon the means of service, such agreement shall prevail.</u> 2. Unless otherwise agreed by the parties, <u>all written documents</u> , notices and materials in relation to the arbitration proceedings may be delivered in person or sent by mail, facsimile, electronic mail , or any other means of electronic data interchange that can provide a record of delivery, or by any other means the SCIA considers appropriate.
		Shenzhen Court of International Arbitration Online Arbitration Rules https://www.scia.com.cn/en/index/rulelist.html	Article 10 Electronic Service 1. The SCIA may serve relevant documents through one or a combination of, inter alia, the Online Arbitration Service Platform , text message, facsimile, e-mail, or instant message. 2. <u>Any arbitral document sent by the SCIA to a party shall be deemed to have been duly served if:</u> (a) the document has been sent to the electronic service address agreed upon by the party; (b) the SCIA sends a notice to the party to check or download the document at the Online Arbitration Service Platform; (c) the addressee replies that it has received the served materials or it has performed relevant arbitration conducts in accordance with the served materials; or (d) the addressee's system indicates that the addressee has read the served materials, or other evidence demonstrates that the addressee has received the served materials.
Colombia	54. Centre of Arbitration and Conciliation, Chamber of Commerce of Bogota	Directive 001/2021 International Arbitration https://www.centroarbitrajeconciliacion.com/Arbitraje-Internacional/Notas-de-practica-y-directivas	Article 5 Without prejudice to the rules applicable to the procedure chosen by the Parties, <u>the files of international arbitration cases that are brought before the Center are, exclusively digital.</u>
Czechia	55. The Arbitration Court Attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic	Rules of the Arbitration Court Attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic 2015	Section 10 Service of Process (1) Documents intended for the parties shall be sent by the Arbitration Court to the respective addresses specified by the parties or by means of their delivery to the data box if the given party has allowed such delivery (<u>Section 18a (1) of Act No. 300/2008 Coll., on electronic acts and authorised conversion of documents</u>). If a party has not specified any address and delivery to a data box is not possible, documents shall be sent to this party to an address known to the Arbitration Court. If a party has appointed its representative, documents shall be sent to this representative to the address of his registered office or place

	Arbitration Institute	Arbitration Rules	Provisions
		https://en.soud.cz/rules/rules-consolidated-text-1st-october-2015	<p>of residence, or to any other address specified by the party, or by means of delivery to his/her data box if possible.</p> <p>(2) Persons authorised by a given party to accept documents as well as other persons specified as the recipients of documents by the Civil Procedure Code may accept documents, also in their data box, instead of the addressee with effects of service on the addressee.</p> <p>(3) Statements of claim, statements of defence, summons, arbitral awards and rulings shall be served on the addressee personally with confirmation of receipt or by delivery to the addressee's data box pursuant to the special legal regulation (Act No. 300/2008 Coll., on electronic acts and authorised conversion of documents).</p> <p>(4) Other documents shall be sent by registered or regular mail or by means of the public data network to the electronic address of the addressee or by other electronic means, or by delivery of the document to the addressee's data box. A message sent by means of the public data network to the electronic address of the addressee (party) must contain Recognised Electronic Signature.</p>
Iceland	56. Nordic Arbitration Centre of the Iceland Chamber of Commerce	Arbitration Rules 2013 https://www.chamber.is/nac-rules	Article 3.2: <u>All notifications or communications from the NAC Board, the Secretariat and the Arbitral Tribunal shall be in writing and made to the last known address of the party or its representatives for whom the same are intended, as notified either by the party in question or by the other party. Any notification or communication may be made by delivery against receipt, registered post, courier, facsimile, email, or any other means of telecommunication that provides or allows for a record of its transmission. Delivery by electronic means such as facsimile or email may only be made to an address so designated or authorized.</u>
India	57. Council for National and International Commercial Arbitration (CNICA)	CNICA Arbitration Rules 2020 https://cnica.org/arbitration-rules/	Article 5.2: <u>The communication may be delivered by hand, registered post with acknowledgement due, courier with proof of delivery or through electronic means like electronic mails or delivered by any other mode which shows a record of its delivery.</u> <p>Expedited arbitrations: Article 31.2.7: <u>The Arbitral Tribunal shall wherever possible use electronic mail or short message-services or WhatsApp or any other mode of electronic communication.</u></p>

	Arbitration Institute	Arbitration Rules	Provisions
India	58. Delhi International Arbitration Centre	DIAC (Arbitration Proceedings) Rules 2023 https://dhcdiac.nic.in/diac-arbitration-proceedings-rules-2018/	Article 3.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. <u>Any such Written Communication may be delivered personally or by registered post or courier service, or transmitted by any form of electronic communication (including electronic mail and facsimile), or delivered by any other means that provides a record of its transmission or in any other manner as may be decided by DIAC or the Arbitral Tribunal, as the case may be.</u> It shall be deemed to have been received if it is delivered to- (a) the addressee personally; or (b) the addressee's habitual residence, place of business, email or address as specified in the agreement.
Hungary	59. Arbitration Court attached to the Hungarian Chamber of Commerce and Industry	Rules of Proceedings 2022 https://mkik.hu/en/rules-of-proceedings-31122022	Article 3.5 If the Rules require that a written communication be delivered, sent or filed, the written communication, except for administrative communications without legal effect (e.g. checking of data, arrangement of dates, simple notifications), shall be delivered, sent or filed by registered letter with notice of receipt, by courier or by any other means that provides a record of receipt. <u>Written communications shall, at the same time, also be sent in electronic form (by email) to all addressees if the electronic address of the addressee is known. D</u> Article 43.2 (2) <u>The award shall be made in writing</u> and shall be signed by the members of the arbitral tribunal. 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 and certified by the Arbitration Court in the award.
New Zealand	60. Arbitrators' and Mediators' Institute of New Zealand Inc.	AMINZ Arbitration Rules 2022 https://www.aminz.org.nz/arbitration	Article 17 [...] 17.3: <u>All communications</u> (which include, for the purposes of these Rules, the Notice of Arbitration, the Answer, Reply (if any), all submissions, memoranda and any other communication with AMINZ or the Arbitral Tribunal) are to be: (a) in writing; and (b) in the English language (unless the Parties agree otherwise). 17.4: Communications may be sent by email, by <u>electronic communication</u> or by delivery to a physical address.

	Arbitration Institute	Arbitration Rules	Provisions
			17.5 Where a Party has an email address that has been used in communications with another Party, communications may be sent to that <u>email address</u> (provided the sender can establish that the email has not been rejected by the server of the recipient). Where there is no email address that has been used in communications with another Party (or the email has been rejected by the server of the recipient), <u>a Party may use an email address or electronic address that is set out on a website of the recipient or any other email address or electronic address if the sender can otherwise establish that the communication has been received by the recipient.</u>
Portugal	61. Centro de Arbitragem comercial	Arbitration Rules 2021 (Regulamento de Arbitragem 2021) https://www.centrodearbitragem.pt/pt/legislacao-e-jurisprudencia/	Artigo 45.º Citações, notificações e comunicações 1. A citação, notificações e comunicações são efetuadas por qualquer meio que proporcione prova da receção, designadamente, por carta registada, entrega por protocolo, telecópia, correio eletrónico ou qualquer outro meio eletrónico equivalente . 2. Até à constituição do tribunal arbitral, quando não for possível o envio por meios eletrónicos nem a sua apresentação sob forma digitalizada, todas as comunicações são apresentadas no Secretariado em tantos exemplares quantas as contrapartes intervenientes no processo arbitral, acrescidos de um exemplar para cada um dos árbitros e de um exemplar para a Secretaria do Centro. <i>Unofficial translation:</i> Article 45.NoSummons, notices and communications - 1. The summons, notices and <u>communications shall be carried out by any method that provides proof of receipt of</u> , inter alia, by registered mail, delivery protocol, fax, mail, electronic mail , or by any other means, electronic counterpart . 2. To the constitution of the arbitral tribunal shall, where it is not possible to send it by means of electronic equipment or to its presentation in the form of a scanned all reports are submitted to the Secretariat, in as many copies as the number of counterparties, actors in the arbitration proceedings, including a copy for each arbitrator, and one copy to the office of the city Centre.
Qatar	62. Qatar International Center for Conciliation and Arbitration – QICCA	Rules of Conciliation and Arbitration 2012 https://qicca.org/#	Article 3.1: After the formation of the Arbitral Tribunal, <u>it may be agreed upon with the parties and their representatives to use electronic means of communication</u> such as e-mail and facsimile in sending notifications, memorandums, <u>documents or any other correspondence</u> to address(es) so designated or authorized. In all cases, a correspondence transmitted by electronic means is deemed to have been received on the day when it reaches the addressee’s electronic address.

	Arbitration Institute	Arbitration Rules	Provisions
Republic of Korea	63. Korea Commercial Arbitration Board (KCAB)	<p>KCAB International Arbitration Rules 2016</p> <p>http://www.kcabinternational.or.kr/common/index.do?jpath=/contents/sub020101</p>	<p>Article 4 Notification and Document Submission</p> <p>1. <u>All written communications</u> and submissions, including supporting documents, submitted by a party, and all notifications <u>and written communications from the Secretariat and the Arbitral Tribunal</u> shall be submitted in accordance with the following, unless otherwise provided for in the Rules or otherwise directed by the Secretariat or the Arbitral Tribunal:</p> <p>(a) submitted in a number of hard copies sufficient to provide one copy for each party, each arbitrator and the Secretariat, or</p> <p>(b) <u>submitted by electronic means that provides a record of transmission, including e-mail and facsimile.</u></p> <p>2. [...]</p> <p>3. <u>All notifications and written communications transmitted by electronic means in accordance with Paragraph 1 (b) shall be made to the contact detail agreed or designated by the receiving party for that purpose.</u></p>
Saudi Arabia	64. Saudi Center for Commercial Arbitration (SCCA)	<p>SCCA Arbitration Rules 2023</p> <p>https://www.sadr.org/ADRServices-arbitration-arbitration-rules</p>	<p>Article 25.2: “The Arbitral Tribunal shall conduct the arbitration with a view to resolving the dispute in an expeditious and cost-effective manner, taking into account the complexity and value of the dispute. Unless the Arbitral Tribunal deems it unnecessary to conduct a case management conference with the parties in view of the circumstances of the case, such conference shall be conducted in the manner deemed appropriate by the Arbitral Tribunal within 30 days from the date of its constitution. The purpose of the conference is to organize all stages of the arbitration and agree to procedures, including the style of and deadlines for any submissions by the parties and the date(s) of the hearing, if a hearing is to be held. In establishing procedures for the arbitration, the Arbitral Tribunal and the parties are encouraged to consider how technology, including but not limited to electronic communications, e-filings, and the electronic presentation of evidence, could be used, including to reduce the environmental impact of the arbitration. In all cases, the Arbitral Tribunal shall determine the extent to which technology shall be used in view of all circumstances of the case, including any reasoned objection by any party that the use of such technology would impair its ability to present its case.”</p>
Serbia	65. Belgrade Arbitration Center (BAC)	<p>Rules of the Belgrade Arbitration Centre 2014</p>	<p>Article 7: Unless the parties agree otherwise, <u>submissions, notifications and other communications in the course of the proceedings shall, whenever practicable and appropriate, be delivered electronically.</u></p>

	Arbitration Institute	Arbitration Rules	Provisions
		https://www.arbitrationassociation.org/en/belgrade-arbitration-center/rules/	
Serbia	66. Permanent Arbitration at the Chamber of Commerce and Industry of Serbia	Rules 2016 https://www-stalnaarbitrazars.translate.google.com/translate?x_tr_sl=auto&x_tr_tl=en&x_tr_hl=en&x_tr_pto=wapp	Article 13: If the parties have not agreed otherwise, <u>written notifications and communications in the course of the proceedings may be delivered or made by means of electronic communication</u>
Spain	67. Tribunal Arbitral de Barcelona (TAB)	Rules of the TAB 2022 https://tab.es/en/regulations/	Article 3.1: “The parties may agree that communications may only be made electronically using the communication platform provided for this purpose by the TAB.”

III. Arbitral institutions’ rules that do not refer to electronic awards

	Arbitration Institute (The arbitration rules are hyperlinked)	Remarks
Armenia	68. Arbitration and Mediation Center of Armenia AMCA Arbitration Rules 2023	Electronic means only allowed for Request for commencing arbitration by claimant (Article 5.8) and Answer by respondent (Article 6.5).
Brazil	69. Centre for Arbitration and Mediation of the Chamber of Commerce Brazil Canada (CAM-CCBC)	
Bangladesh	70. Bangladesh International Arbitration Centre (BIAC) BIAC Arbitration Rules 2019	
Brunei	71. Brunei Darussalam Arbitration Centre Brunei Darussalam Arbitration Centre (BDAC) Arbitration Rules	Electronic means only allowed for notices (Article 2).

Bucharest	72. Bucharest International Arbitration Court Rules of Arbitration 2016	Electronic communication only allowed for arbitration agreement (Article 1) and written submissions (Article 15).
Cambodia	73. National Commercial Arbitration Centre, Cambodia	It is mentioned that the form of award is subject to the approval of the General Secretariat (Article 49.5), but nothing is mentioned about whether physical or electronic copy of award would be allowed/ approved. See Article 49 about awards and Article 50 about Scrutiny
Cameron	74. Centre d'Arbitrage du GICAM (Cameroon) Arbitration Rules of the Mediation and Arbitration Centre of CICAM (2019)	Electronic communication only allowed for briefs, correspondence and written notes exchanged by the Parties, as well as any annexed documents (Article 18)
Canada	75. ADR Chambers (Canada)	
Canada	76. ADR Institute of Canada, Inc. (ADRIC) ADRIC Arbitration Rules 2016	
Canada	77. Canadian Commercial Arbitration Centre (CCAC)	
Cape Verde	78. Barlavento Chamber of Commerce Arbitration and Conciliation Centre (Cape Verde)	Electronic means only for arbitration agreement (Article 3)
Croatia	79. Permanent Arbitration Court at the Croatian Chamber of Commerce (PAC-CCC)	
Egypt	80. Cairo Regional Centre for International Commercial Arbitration (CRCICA) (Egypt) Rules 2024	Electronic communication only for notices (Article 2).
France	81. Chambre Arbitrale Maritime de Paris	
France	82. Association Française d'Arbitrage (AFA)	
France	83. Delos Dispute Resolution Rules of Arbitration, in force as from November 2021	
Germany	84. German Institution of Arbitration (DIS) DIS Rules 2018	Electronic communication only for submissions (Article 4). See also Approval DIS eFile for the transmission of electronic documents to the DIS and the use of DIS eFile in arbitration proceedings pursuant to the 2018 DIS Arbitration Rules

Germany	85. German Maritime Arbitration Association (GMAA)	
Germany	86. Handelskammer Hamburg	
Germany	87. Schlichtungs- und Schiedsgerichtshof Deutscher Notare	
Ghana	88. Ghana Arbitration Centre (GAC)	<p>Only mentioned that an electronic copy of award should be delivered to the secretariat of the Centre, but does not state that the original form of award can be electronic.</p> <p>45. Delivery of Award to Parties a) Parties shall accept as legal delivery of the Award the placing of the Award or a true copy thereof in the mail by the Centre, addressed to such party as its last known address or to its attorney, or personal service of the Award, or the filing of the Award in any manner which may be prescribed by law. b) <u>A copy of an Award duly signed by an Arbitrator and an electronic copy thereof shall be delivered to the secretariat of the Centre</u></p>
Greece	89. Athens Chambers of Commerce & Industry Department of Arbitration	
Haïti	90. Chambre de Conciliation et d'Arbitrage d'Haïti (CAAH) Unofficial Official – not accessible	
India	91. Bengal Chamber of Commerce	
India	92. Bombay Chamber of Commerce and Industry Rules of Arbitration and Conciliation 2022	
India	93. Cotton Association of India Rules of Arbitration 2023	
India	94. International Centre for Alternative Dispute Resolution (ICADR) The ICADR Arbitration Rules, 1996	
India	95. LCIA India	

	LCIA India Arbitration Rules 2016 – only unofficial version because link to official version is broken	
India	96. The Madras Chamber of Commerce and Industry Rules of Arbitration and Conciliation of the Madras Chamber of Commerce & Industry	
Israel	97. The Israeli Institute of Commercial Arbitration The Rules of Arbitration of the Israeli Institute of Commercial Arbitration 2020	
Italy	98. Milan Chamber of Commerce Rules 2020	
Jamaica	99. Jamaica International Arbitration Centre (JAIAC) JAIAC Arbitration Rules 2017	
Latvia	100. Baltic International Arbitration Court Rules of the Baltic International Arbitration Court 2000	
Latvia	101. Riga International Arbitration Court Rules of Riga International Arbitration Court 2017	
Luxembourg	102. Luxembourg Chamber of Commerce Rules of Arbitration 2020	
Malaysia	103. Asian International Arbitration Centre (AIAC) AIAC Arbitration Rules 2023	Electronic communication only allowed for notices (Article 2).
Malta	104. Malta Arbitration Centre Arbitration Rules 2020	
Mauritius	105. Mauritius International Arbitration Centre (MIAC) MIAC Arbitration Rules 2018	Electronic delivery only available for notices (Article 2)
Mauritius	106. The Mauritius Chamber of Commerce and Industry Rules of MCCI	

Mexico	107. Centro de Arbitraje de México (CAM) Rules of Arbitration of the Arbitration Center of Mexico 2009	
Mexico	108. Centro de Mediación y Arbitraje de CANACO CANACO Arbitration Rules	
Mexico	109. Arbitration Centre of Mexico Arbitration rules of CAM 2022	
Morocco	110. The Casablanca International Mediation and Arbitration Centre (CIMAC) CIMAC Rules of Arbitration 2018	
Mozambique	111. Centro de Arbitragem Conciliação e Mediação (CACM) 2017 Rules	
Netherlands	112. Permanent Court of Arbitration (PCA) PCA Arbitration Rules 2012	Electronic delivery only for notices (Article 2).
New Zealand	113. New Zealand Dispute Resolution Centre (NZDRC) Standard Arbitration Rules 2018	
Nigeria	114. Lagos Chamber of Commerce International Arbitration Centre (LACIAC) LACIAC Arbitration Rules 2016	
Nigeria	115. Nigerian Institute of Chartered Arbitrators NICARB Arbitration Rules 2021	
Nigeria	116. Regional Centre for International Commercial Arbitration – Lagos (RCICAL) RCICAL Arbitration Rules 2008	
Norway	117. Oslo Chamber of Commerce Rules of the arbitration and dispute resolution institute of the Oslo Chamber of Commerce: Arbitration and Fast-track arbitration 2017	
Panama	118. Arbitration and Conciliation Centre of Panama (CeCAP)	

Pakistan	119. Center for International Investment and Commercial Arbitration CIICA Arbitration Rules	
Poland	120. Court of Arbitration at the Polish Chamber of Commerce (PCC) Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw	
Romania	121. The Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania Arbitration Rules 2018	
Russia	122. The International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation Rules of Arbitration of International Commercial Disputes Rules of the ICAC	
Singapore	123. Singapore International Arbitration Centre SIAC Rules 2016	SIAC issued its 7th Edition of the SIAC Rules , which is not in force yet as of 24 th July 2024. Article 52.2 of this drafted rules explicitly refer to the signing of arbitral awards in electronic form: “The Tribunal may, after considering the views of the parties, and in consultation with the Registrar, determine that it is appropriate for: (a)....; or (b) the award to be signed electronically.”
Slovakia	124. Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia (LAC) Arbitration Rules 2023	
South Africa	125. China-Africa Joint Arbitration Centre Johannesburg CAJAC Rules 2020	
Sweden	126. Stockholm Chamber of Commerce, SCC Arbitration Institution SCC Arbitration Rules 2023	
Switzerland	127. Swiss Arbitration Centre	Article 16.2: Any communication by a party to the arbitral tribunal shall at the same time be sent to all other parties. The Secretariat shall receive an electronic

	Swiss Rules of International Arbitration 2021	copy of all communications between the parties and the arbitral tribunal.
Turkey	128. Istanbul Arbitration Centre Rules	
Uganda	129. International Centre for Arbitration & Mediation in Kampala (ICAMEK) Rules 2018	
Ukraine	130. International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry Rules 2023 and 2024 version available here	
United Kingdom	131. ICC UK Arbitration and ADR Committee Arbitration rules 2021	
United States	132. FedArb FedArb Rules 2021	
United States	133. Society of Maritime Arbitrators, Inc. (SMA) SMA Rules 2018	
Venezuela	134. Centro Empresarial de Conciliación y Arbitraje (CEDCA) Conciliation and Arbitration Rules 2020	Article 42. Deposit and notification of the award 42.1. Once the final Award has been rendered, the <u>Arbitral Tribunal must send it electronically</u> and deposit it in physical before the Executive Secretariat of EDCA. It must deposit as many original copies as there are parts in the process.
/	135. World Intellectual Property Organization	Article 64 (a) The Tribunal may make separate awards on different issues at different times. (b) The award shall be in writing and shall state the date on which it was made, as well as the place of arbitration in accordance with Article 38(a). (c) The award shall state the reasons on which it is based, unless the parties have agreed that no reasons should be stated and the law applicable to the arbitration does not require the statement of such reasons.

		<p>(d) The award shall be signed by the arbitrator or arbitrators. The signature of the award by a majority of the arbitrators, or, in the case of Article 63, second sentence, by the presiding arbitrator, shall be sufficient. Where an arbitrator fails to sign, the award shall state the reason for the absence of the signature.</p>
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