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Recognition and enforcement of electronic arbitral awards

Note by the Secretariat

Contents

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I. Introduction

1. At its fifty-seventh session in 2024, the Commission mandated Working Group II to work on the recognition and enforcement of electronic arbitral awards and, subsequently, on electronic notices of arbitration.[1] At the request of the Commission[2] and to initiate discussions, the secretariat organized a two-day colloquium during the eightieth session of the Working Group to obtain perspectives to assess the issues.[3] The Working Group then proceeded with its consideration of the recognition and enforcement of electronic awards and requested that the secretariat compile relevant information received from Member and observer States on the matter.[4] At its eighty-first session (New York, 3–7 February 2025), the Working Group continued its work on the basis of the responses received and the Note by the Secretariat (A/CN.9/WG.II/WP.240).[5]

2. At its eighty-second session (Vienna, 13–17 October 2025), the Working Group continued its work based on the Note by the Secretariat (A/CN.9/WG.II/WP.242) and approved the text of the Recommendation regarding the interpretation of the New York Convention,[6] and additions to articles 2, 31 and 35 of the UNCITRAL Model Law on International Commercial Arbitration (MAL).[7] For ease of reference, the approved texts are included as an annex to this note, with editorial changes for consistency with the New York Convention and the MAL.[8] The Working Group requested the secretariat to prepare: (i) with respect to awards in electronic form, a revised version of the relevant parts of the Explanatory Note to the MAL and the Notes on Organizing Arbitral Proceedings; (ii) with respect to electronic notices, a provision specifying that notices of arbitration in electronic form were permissible, consistent with the principle of non-discrimination, together with proposals for language addressing issues of delivery and receipt, taking into account relevant UNCITRAL texts, in particular the UNCITRAL Arbitration Rules (UARs) and the texts on electronic commerce, for consideration for possible inclusion in the MAL; and (iii) additional information on the legislative history of article 3 of the MAL (A/CN.9/1236, para. 80).

3. The present note is intended to fulfil that request, addressing in chapter II amendments to the MAL (II.A), additions to the Explanatory Note to the Model Law on International Commercial Arbitration (II.B) and to the Notes on Organizing Arbitral Proceedings (II.C) and in chapter III notices of arbitration in electronic form.

II. Enhancing reliance on arbitral awards in electronic form

A. Amendments to the Model Law on International Commercial Arbitration

4. As noted (see para. 2), editorial changes were made to the approved texts of the amendments to the MAL, including:

[1] *Official Records of the General Assembly, Seventy-ninth Session, Supplement No. 17* (A/79/17), para. 285.
[2] Ibid.
[3] A/CN.9/1193, paras. 43–63.
[4] Ibid., paras. 64–72
[5] A/CN.9/1200, para.3.
[6] A/CN.9/1236, paras. 16, 22, 26 and Annex (reflecting approved text of the Recommendation).
[7] Ibid., paras 30, 32, 62, 65 and Annex (reflecting approved additions to the MAL).
[8] With respect to the approved text of the Recommendation, an addition has been made to the title of the recommendation to reflect that it relates to arbitral awards in electronic form, and the terminology has been aligned with that used in the New York Convention and the MAL (i.e. “refused” recognition and enforcement rather than “denied”). With respect to the approved text of the amendments to the MAL, see para. 4.

- The terminology has been aligned with the existing text of the MAL (e.g. "make" rather than "issue" with respect to awards, and "refused" rather than "denied" with respect to recognition and enforcement);
- Paragraphs (g) and (h) of article 2 have been restructured so that the respective concepts – (g) arbitral award, award and award in electronic form, (h) data message, and (i) electronic communication – are dealt with separately;
- The title of article 31 has been changed to match its current title ("Form and content of award"), as the newly added paragraph concerns form and not medium; and
- Article 31(1-1) has been placed as paragraph (5) to clarify that paragraph (4), which refers to paragraph (1), does not apply to it.

5. For the sake of consistency, the Working Group may wish to consider inserting a new, clarifying paragraph modelled on the new paragraph 3 of article 35 (Recognition and enforcement), after paragraph 2 of article 34 (Application for setting aside as exclusive recourse against arbitral award):

An award in electronic form shall not be set aside solely on the ground that it is in electronic form.

6. The Working Group may also wish to consider if it is necessary to include the term "solely," including whether that term could potentially cause confusion by suggesting that an award being in electronic form could be a supporting, but not stand-alone, ground for set aside.

B. Addition to the Explanatory Note to the Model Law on International Commercial Arbitration

7. The Working Group may wish to consider adding, after paragraph 4 of the Explanatory Note new paragraphs 5 to 7 and, after the current paragraph 54, a new paragraph 55.

[…]

Current 4. The revision of the Model Law adopted in 2006 includes article 2 A, which is designed to facilitate interpretation by reference to internationally accepted principles and is aimed at promoting a uniform understanding of the Model Law. Other substantive amendments to the Model Law relate to the form of the arbitration agreement and to interim measures. The original 1985 version of the provision on the form of the arbitration agreement (article 7) was modelled on the language used in article II (2) of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) ("the New York Convention"). The revision of article 7 is intended to address evolving practice in international trade and technological developments. The extensive revision of article 17 on interim measures was considered necessary in light of the fact that such measures are increasingly relied upon in the practice of international commercial arbitration. The revision also includes an enforcement regime for such measures in recognition of the fact that the effectiveness of arbitration frequently depends upon the possibility of enforcing interim measures. The new provisions are contained in a new chapter of the Model Law on interim measures and preliminary orders (chapter IV A).

New 5. The revision of the Model Law adopted in [202x] aims to enhance clarity and legal certainty by making explicit what the Model Law, as currently formulated, already accommodates, namely the use of arbitral awards in electronic form, particularly in relation to their recognition and enforcement [, as well as regarding notices of arbitration [and written

communications] in electronic form]. It includes amendments to articles 2, [3], 31[, 34] and 35. The revision incorporates the principle of non-discrimination which provides that a document should not be denied legal effect, validity or enforceability solely on the grounds that it is in electronic form and drew inspiration from UNCITRAL texts on electronic commerce, such as the United Nations Convention on the Use of Electronic Communications in International Contracts (New York, 2005) and the UNCITRAL Model Law on Electronic Commerce (1996). The revision does not address criteria, such as accessibility, authentication, and integrity, by which an award [and notices of arbitration and written communications] in electronic form may be considered the functional equivalent of a paper-based document, and instead leaves the matter to national laws and practices in the relevant jurisdiction.

New 6. Specifically, the amendments to the Model Law adopted in [202x] are as follows:

- Article 2, subparagraphs (g) to (i): Clarify that the terms "arbitral award" or "award" include an award in electronic form, and relocate to article 2 and amend the definitions of "data message" and "electronic communication" from article 7, option 1, paragraph 4.
- [Article 3, paragraph (1-1) makes clear that delivering notices electronically counts as valid delivery either to an address the party specifically designated or as authorized by the tribunal[, or in the absence of such designation or authorization] [to an electronic address that is regularly monitored and actively used by the addressee][to an electronic address regularly used for communications between the parties in their prior dealings.]]
- 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 34, paragraph (2-1): Clarifies that an award in electronic form shall not be set aside solely because it is in electronic form.]
- Article 35, paragraph 1: Delete "in writing", as a drafting clarification, in order to avoid the suggestion that an application to a court for recognition and enforcement of an award must be paper-based.
- 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.

New 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.

[…]

New, after para. 54. In connection with the revision of the Model Law adopted in [202x], the Commission also adopted, at its [fifty-ninth] session in [202x], a "Recommendation regarding the interpretation of the Convention on the Recognition and Enforcement of Foreign Arbitral

> Awards, done in New York, 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.

8. The proposed additions to the Explanatory Note are intended to explain the revisions of the MAL to be adopted, in a manner consistent with the additions made to explain the revisions to the MAL adopted in 2006. To provide context, paragraph 4 of the current Explanatory Note, which broadly summarizes main elements of the 2006 revision of the MAL, has been reproduced. The newly proposed paragraphs that follow (provisionally numbered as paragraphs 5 to 7) are intended to explain the amendments made to articles 2, [3,] 31, [34] and 35 of the MAL to clarify the use and recognition and enforcement, as well as set aside, of arbitral awards in electronic form and to note how the revision drew inspiration from UNCITRAL's electronic commerce instruments.

9. The proposed additions highlight that the amendments aim to enhance clarity and legal certainty regarding recognition and enforcement of arbitral awards rendered in electronic form, while confirming that they merely make explicit what is already accommodated under the existing framework and emphasizing party autonomy. They further emphasize that criteria regarding functional equivalence have not been codified in the MAL itself, and that parties and tribunals should remain attentive to jurisdiction-specific requirements when considering recognition and enforcement of such awards (A/CN.9/1236, paras. 57–58 and 66). The last sentence of new paragraph 7 conveys that, although the amendments clarify the permissibility of awards in electronic form, parties and tribunals should take into account any additional requirements that may exist in the jurisdictions where recognition or enforcement may be sought. The reference to a paper-based award is provided as an example of the types of jurisdiction-specific requirements that might apply.

10. The Working Group may wish to consider whether the new additions should be numbered as paragraphs 5 to 7, or alternatively as paragraphs 4 (bis 1) to 4 (bis 3), to preserve the numbering of the existing Explanatory Note.

11. A further addition, which would be a new paragraph after existing paragraph 54, has been included at the end of the Explanatory Note to reflect the adoption by the Commission of a "Recommendation regarding the interpretation of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York, 10 June 1958, with respect to arbitral awards in electronic form". This follows the approach taken in 2006, as explanatory content with respect to the Recommendation regarding the interpretation of article II, paragraph 2 and article VII, paragraph 1 of the New York Convention, which was also adopted in 2006, was added to the Explanatory Note (see para. 20 of the Explanatory Note).

12. The Working Group may wish to consider pointing out in the Explanatory Note the deletion of the words "in writing" in article 35(1) (A/CN.9/1236, para. 45). The Working Group may also wish to consider whether it is necessary to outline all of the amendments in new paragraph 6 (in brackets) or whether those details should instead be incorporated into the sections of the Explanatory Note where the respective articles or topics are discussed. The latter approach may not be entirely straightforward, as the Explanatory Note is not structured as an article-by-article commentary.

13. With the proposed amendments to the MAL and the corresponding revision to the Explanatory Note, the Working Group may wish to discuss the title of the instrument. Possible options include: (i) UNCITRAL Model Law on International Commercial Arbitration (1985), as amended in 2006 and [202x], or (ii) UNCITRAL

Model Law on International Commercial Arbitration (1985, with amendments in 2006 and [202x]). The Working Group may also wish to confirm that the secretariat should reference the adoption history and the amendments at the beginning of the Explanatory Note, clearly indicating the original 1985 adoption and the subsequent amendments in 2006 and [202x].

C. Notes on Organizing Arbitral Proceedings

14. The Working Group may wish to consider addition of the following revised text after paragraph 144 of the UNCITRAL Notes on Organizing Arbitral Proceedings adopted in 2016 (with an additional note on early dismissal and preliminary determination adopted in 2023) (A/CN.9/1236, para. 70). Alternatively, the Working Group may wish to place the revised text as a separate note following the one entitled "*Possible requirements concerning form, content, filing, registration and delivery of the award*", and to delete from that note the reference to "form". The new note could be entitled "*Paper or electronic form of awards*".

> Arbitral awards have traditionally been made on paper with wet-ink signatures, but they can also be made in electronic form, [Footnote1] 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.
>
> The parties and the arbitral tribunal should note, however, that some jurisdictions require arbitral awards be made on paper, in light of the requirements of originality, written form, or signature. Some arbitral institutions retain the practice of making arbitral awards on paper 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. 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.
>
> **Footnote 1:** The UNCITRAL Model Law on International Commercial Arbitration was amended in [202x] to enhance clarity and legal certainty by making explicit the permissibility of arbitral awards rendered in electronic form and by providing that such awards should not be [set aside or] refused recognition or enforcement solely because they are in electronic form (see articles 31(5)[, 34 (2-1)] and 35(3)). While the amendments incorporate the principle of non-discrimination, the revision does not set out criteria by which an award [and notices of arbitration and written communications] in electronic form may be considered the functional equivalent of a paper-based document. Instead, it leaves this matter to domestic laws and practices in the relevant jurisdiction.

15. A footnote has been added referring to the amendments to the Model Law in articles 31(5)[, 34 (2-1)] and 35(3), in line with the practice of keeping references to the MAL or the UARs in the Notes limited to footnotes. The Working Group may wish to consider whether the last sentence of the footnote is necessary, as further explanation is generally avoided in the Notes, in order to have concise footnotes. The

current text also deletes the last portion of the paragraph to streamline the guidance (see A/CN.9/1236, para. 70).

16. The Working Group may wish to consider how the title of the Notes should read, taking into account that the current title is already quite long ("UNCITRAL Notes on Organizing Arbitral Proceedings adopted in 2016 (with an additional note on early dismissal and preliminary determination adopted in 2023)"). Possible formulations could include, for instance: UNCITRAL Notes on Organizing Arbitral Proceedings (2016) with additional notes adopted in 2023 and [202x]; UNCITRAL Notes on Organizing Arbitral Proceedings (2016), including additional notes on early dismissal, preliminary determination (2023) and awards in electronic form ([202x]).

III. Electronic notices of arbitration

17. In addition to preparing the requested draft provision on notices of arbitration in electronic form (see para. 2 above), the Working Group requested the secretariat to (i) provide additional information on the legislative history of article 3 MAL (A/CN.9/1236, para. 80) and (ii) compile information submitted by delegations on existing legislation or other legal authorities concerning delivery and receipt of electronic communications or notices of arbitration, as well as on how such legislation was applied (A/CN.9/1236, para. 81).

Legislative history of article 3 MAL

18. The Working Group first considered the MAL at its third session in 1982 (A/CN.9/216). The early drafts did not contain provisions regarding the receipt of communications. At its sixth session in 1983, the Working Group stated that it would be "useful" to include a rule on deemed receipt of communications, [9] and subsequently, at its seventh session, it discussed the insertion of such a rule as article 2(e) under the definitions section, with the following text: "any written communication is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his place of business, habitual residence or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known place of business or residence. The communication shall be deemed to have been received on the day it is so delivered."[10]

19. During the subsequent discussions, it was agreed to introduce the following amendments: to add the phrase "unless otherwise agreed by the parties," to replace "delivered physically" with "delivered […] personally," and to substitute "residence" with "habitual residence or mailing address". The Working Group then adopted the provision as amended.[11]

20. During the seventeenth session of the Commission in 1984, it was decided to circulate the text prepared by the Working Group to all Governments and interested organizations for their comments.[12] The comments on article 2(e) related to the use of registered mail, clarification that the last-known address should be determined from the sender's perspective, the possibility of recourse or appeal for a respondent unaware of proceedings despite deemed receipt, and the need to take domestic delivery rules and practices into account.[13]

21. At its eighteenth session (A/40/17, paras. 41–45), the Commission summarized the discussion as follows, before adopting article 3 in its current form:

> "41. In respect of subparagraph (e), several suggestions were made for adding certain procedural rules, in particular as regards the case

[9] A/CN.9/245, para. 28.
[10] A/CN.9/WG.II/WP.48 (composite draft text of a model law on international commercial arbitration, article 2(e)).
[11] A/CN.9/246, Annex and A/CN.9/246, paras. 172–173.
[12] A/39/17, para. 97.
[13] A/CN.9/263 paras. 4–6, and A/CN.9/263/Add.1, article 2, para. 3.

where the addressee's place of business, habitual residence or mailing address was not to be found. One suggestion, which the Commission adopted, was to clarify that in such case the mailing by registered letter sufficed. The Commission did not accept a suggestion to lay down certain criteria for determining what constituted a reasonable inquiry. Another submission, with which the Commission agreed, was that the expression 'last-known' referred to the knowledge of the sender.

42. In order to reduce the risk that the provision might operate to the detriment of a party who was unaware of any proceedings against him, it was suggested that some sort of advertising should be required, a certain period of time should be established for the fictitious receipt to become effective or that some possibility for the respondent to resort to a court should be envisaged. Another suggestion was not to retain the provision and to rely solely on the requirements and safeguards of the applicable procedural law. Yet another suggestion was that the provision, since it went clearly beyond a mere definition or rule of interpretation, should be placed in a separate article of the model law.

43. The Commission, after deliberation, was agreed that the provision should not set forth excessively detailed procedural requirements which could prove to be an obstacle to incorporating the model law in national legal systems."

Approaches in domestic legislation to notices in electronic form

22. Submissions by delegations for the compilation of existing legislation or other legal authorities show a variety of approaches to notices of arbitration in electronic form. Some legislation permits notices by email and even recognizes service to a party's last known electronic address when no other address is available. Other regimes require the first notice to be delivered in person, after which parties must specify an electronic means for further communications. Still others adopt a broad approach, allowing the notice of arbitration to be transmitted by any available method.[14]

Approaches in institutional arbitration rules to notices in electronic form

23. Approaches in institutional arbitration rules also differ. Many allow electronic service of notices only when the receiving party has expressly agreed or designated an electronic address. When there is no such address, some rules provide fallback approaches, without necessarily specifying whether these apply in a paper or electronic context, often through a stepwise approach that allows service using contact details previously used by the party or its representatives, publicly available addresses, or the party's last known address. Some rules require reasonable inquiry before using these fallback approaches and treat service as effective if the party being notified later acts on the notice, replies, or there is evidence that the notice was accessed. Other rules rely on prior practice between the parties, permitting service to electronic addresses used in prior dealings between them. Another approach focuses mainly on having a reliable record of dispatch or delivery, allowing any means of communication – electronic or otherwise – so long as transmission can be evidenced, with receipt typically deemed to occur once the communication reaches the addressee's system.[15]

[14] See compilation of submissions by States, available on the website at the following link: https://uncitral.un.org/working_groups/2/arbitration.

[15] See compilation of institutional arbitration rules, with a summary outlining the different approaches, available on the website at the following link: https://uncitral.un.org/working_groups/2/arbitration.

New paragraph to article 3 MAL

24. The Working Group may wish to consider the following addition to article 3 of the MAL, which includes a new paragraph (1 bis).

> (1 bis) For the purposes of paragraph (1) of this article, "delivery" includes transmission by electronic communication, including for notices, to an electronic address designated by the addressee specifically for this purpose or authorized by the arbitral tribunal[, or in the absence of such designation or authorization] [to an electronic address that is regularly monitored and actively used by the addressee][to an electronic address regularly used for communications between the parties in their prior dealings.]

25. The additional paragraph (1 bis) follows the same conceptual approach as the current article 3, which is based on the notions of delivery and deemed receipt rather than actual receipt. In the existing provision, a written communication is deemed to have been received once it is delivered to an address associated with the addressee, regardless of whether the addressee has in fact read it. The new paragraph (1 bis) extends this approach to electronic communications, defining what constitutes "delivery" in the electronic environment. A written communication transmitted by electronic means is deemed to have been received when it becomes capable of being retrieved at an electronic address designated by the addressee specifically for that purpose or authorized by the arbitral tribunal. This aligns with article 2(2) of the UARs, ensuring that a mere business card or public listing alone would not suffice, as it may not reliably indicate consent for formal notices (A/CN.9/1236, para. 33). By including an express reference to notices, the paragraph clarifies that the delivery of notices by electronic means is permissible (see A/CN.9/1236, para. 77).

26. The requirement to use an address specifically designated for this purpose serves as an important safeguard, particularly in relation to the notice of arbitration, which formally initiates the proceedings and establishes procedural timelines. Ensuring notices reach the intended recipient in a reliable and verifiable manner is essential to protect that party's right to due process and right to be heard.

27. Article 3 with new (1 bis) simply defines when a communication, whether delivered in paper or electronic form, is received or deemed to have been received: Article 3 does not impose the use of either paper-based or electronic delivery. If the parties have not otherwise agreed, the sender retains flexibility to choose the means of communication, which may include using paper-based and electronic methods as alternatives or in sequence (e.g. paper-based delivery as a backup if electronic communication is unsuccessful, or electronic delivery if paper-based delivery cannot be effected).

28. The Working Group may wish to consider whether the fallback approach of sending a communication to an electronic address that is "regularly monitored and actively used" (A/CN.9/1236, para. 72) or, as found in some arbitration rules, "regularly used for communications between the parties in their prior dealings" sufficiently minimizes the risk that a party could not be duly notified and thereby unfairly deprived of the opportunity to participate in the proceedings. The use of qualitative terms such as "regularly monitored" and "actively or regularly used" may raise questions as to how such conditions would be assessed in practice (A/CN.9/1236, para. 76).

Annex

Approved texts

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

The United Nations Commission on International Trade Law,

Recalling 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, 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",

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

Recognizing the possibilities that technological advancements offer for increased efficiency and expediency in 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 New York Convention,

Taking into account international legal instruments, such as the UNCITRAL Model Law on International Commercial Arbitration (1985), as subsequently revised, the UNCITRAL Model Law on Electronic Commerce, and the United Nations Convention on the Use of Electronic Communications in International Contracts,

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, 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.

Amendments to the MAL (approved additions are shown in italics)

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 counter-claim, and where it refers to a defence, it also applies to a defence to such counter-claim;

(g) *"Arbitral award" or "award" includes an award in electronic form; an "award in electronic form" means an award made by means of 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 data message*.

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 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 in electronic form shall not be refused recognition or enforcement solely on the ground that it is in electronic form*.