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Settlement of commercial disputes: Revision of the UNCITRAL Arbitration Rules

Note by the Secretariat

Contents

* The submission of this note was delayed due to the close proximity of this Working Group session to the thirty-ninth Commission session and the requirement to include details arising therefrom in this note.

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Introduction

1. At its thirty-ninth session (New York, 19 June-7 July 2006), the Commission agreed that, in respect of future work of the Working Group, priority be given to a revision of the UNCITRAL Arbitration Rules (1976) ("the UNCITRAL Rules").[1]

2. To facilitate discussions of the Working Group on that topic, this note continues from article 17 of the UNCITRAL Rules with an annotated list of possible areas of revision of the UNCITRAL Rules. The list of possible areas of revision in relation to articles 1 to 16 is contained in A/CN.9/WG.II/WP.143.

Notes on a revision of the UNCITRAL Arbitration Rules

Section III—Arbitral Proceedings (continued)

Language—Article 17

> "*1. Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.*
>
> "*2. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.*"

3. The Working Group might wish to decide whether a revised version of article 17, paragraph (1) should expressly require consultation of the arbitrator(s) with the parties to determine the language or languages to be used in the proceedings. Article 14 of the AAA Rules, article 17.3 of the LCIA Rules and article 40 of the WIPO Rules all require the arbitral tribunal to have regard to the parties' view on that question.

Statement of claim—Article 18

> "*1. Unless the statement of claim was contained in the notice of arbitration, within a period of time to be determined by the arbitral tribunal, the claimant shall communicate his statement of claim in writing to the respondent and to each of the arbitrators. A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.*
>
> *"2. The statement of claim shall include the following particulars:*
>
> *"(a) The names and addresses of the parties;*
>
> *"(b) A statement of the facts supporting the claim;*
>
> *"(c) The points at issue;*

"(d) The relief or remedy sought.

"The claimant may annex to his statement of claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit."

4. Article 18 describes the information that must be contained in the statement of claim.

5. The *travaux préparatoires* recall that, although in its statement of claim the claimant is obliged to include "a statement of the facts supporting the claim", it is not required to annex the documents, which it deems relevant and on which it intends to rely. However, if it wishes to do so, a claimant may still annex the relevant documents. The *travaux préparatoires* indicate that it is believed that, since claimants are generally interested in the resolution of the dispute submitted to arbitration as quickly as possible, they will in a large number of cases annex to their statements of claim the documents or copies of the documents on which they intend to rely. In cases where the claimant does annex a list of such documents or copies of the documents themselves, it is not precluded from submitting additional or substitute documents at a later stage in the arbitral proceedings, in the light of the position taken by the respondent in its statement of defence.[2]

6. The Working Group might wish to note that article 41 (c) of the WIPO Rules and article 15.6 of the LCIA Rules require that the statement of claim be accompanied by documentary evidence and all essential documents on which the parties rely.

7. The Working Group might wish to decide whether a revised version of article 18 should be complemented by provisions on documentary evidence to be provided by the claimant with its statement of claim.

Statement of defence—Article 19

"*1. Within a period of time to be determined by the arbitral tribunal, the respondent shall communicate his statement of defence in writing to the claimant and to each of the arbitrators.*

"2. The statement of defence shall reply to the particulars (b), (c) and (d) of the statement of claim (article 18, para. 2). The respondent may annex to his statement the documents on which he relies for his defence or may add a reference to the documents or other evidence he will submit.

"3. In his statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counter claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.

"4. The provisions of article 18, paragraph 2, shall apply to a counter-claim and a claim relied on for the purpose of a set-off."

Raising claims for the purpose of set-off

8. Article 19, paragraph (3), of the UNCITRAL Rules provides that the respondent may rely on a claim for the purpose of a set-off if the claim arises out of the same contract. Views have been expressed that the arbitral tribunal's competence to consider claims by way of a set-off should, under certain conditions, extend beyond the contract from which the principal claim arises. The reasons cited are procedural efficiency and the desirability of eliminating disputes between the parties.[3]

9. The Working Group might wish to note that the Swiss Rules provide, under article 21, paragraph (5) that "the arbitral tribunal shall have jurisdiction to hear a set-off defence even when the relationship out of which the defence is said to arise is not within the scope of the arbitration clause or is the object of another arbitration agreement or forum-selection clause".

10. The Working Group might wish to consider whether a revised version of the UNCITRAL Rules should contain provisions allowing set-off of claims in a wider range of situations.

Pleas as to the jurisdiction of the arbitral tribunal—Article 21

> "*1. The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.*
>
> *"2. The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of article 21, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.*
>
> *"3. A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than in the statement of defence or, with respect to a counter-claim, in the reply to the counter-claim.*
>
> *"4. In general, the arbitral tribunal should rule on a plea concerning its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such a plea in their final award.*"

Paragraph (1)

11. The Working Group might wish to consider whether paragraph (1) should be redrafted along the lines of article 16, paragraph (1), of the Arbitration Model Law, in order to make it clear that the arbitral tribunal has the power on its own motion to raise and decide the existence and scope of its own jurisdiction.

12. Pursuant to article 16, paragraph (2), of the Arbitration Model Law, a party is not precluded from raising a plea that the arbitral tribunal does not have jurisdiction

for the reason that it has appointed, or participated in the appointment of, an arbitrator. Article 21 of the UNCITRAL Rules does not contain such a provision.

Paragraph (4)

13. While article 21, paragraph (4) requires that, in general, the arbitral tribunal rule on pleas concerning its jurisdiction as a preliminary question, it permits the arbitral tribunal to rule on such pleas in the final award. This solution is in conformity with the discretion granted to the arbitral tribunal by article 15, paragraph 1, of the UNCITRAL Rules to conduct the arbitral proceedings "in such manner as they consider appropriate" and with paragraph 2 of article 41 of the 1965 Washington Convention on the Settlement of Investment Disputes.[4]

14. The Working Group might wish to consider whether article 21 should make it clear that recourse to domestic courts should only be made after the arbitral tribunal has pronounced itself on its own jurisdiction, and that such recourse should not delay the arbitral proceedings or prevent the arbitral tribunal from making a further award, in accordance with article 16, paragraph (3), of the Arbitration Model Law.

Evidence and hearings—Articles 24 and 25

Article 24

> "*1. Each party shall have the burden of proving the facts relied on to support his claim or defence.*
>
> *"2. The arbitral tribunal may, if it considers it appropriate, require a party to deliver to the tribunal and to the other party, within such a period of time as the arbitral tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts in issue set out in his statement of claim or statement of defence.*
>
> *"3. At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the tribunal shall determine.*"

Paragraph 1

15. The Working Group might wish to consider whether a revised version of article 24 should provide that the power to require a party to produce evidence might be exercised either on the arbitral tribunal's own motion or also on the application of any party. It might be noted that article 22 of the LCIA Rules (article 22), rule 25 of the SIAC Rules, and article 48 (b) of the WIPO Rules contain such a provision.

Interim measures of protection—Article 26

> "*1. At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute, including measures for the conservation of the goods forming the subject matter in dispute, such as ordering their deposit with a third person or the sale of perishable goods.*

> *"2. Such interim measures may be established in the form of an interim award. The arbitral tribunal shall be entitled to require security for the costs of such measures.*
>
> *"3. A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement."*

16. Article 26 of the UNCITRAL Rules deals with interim measures in lesser detail than the new provisions dealing with interim measures set out in a new Chapter IV A of the Arbitration Model Law, adopted by the Commission at its thirty-ninth session.[5] The Working Group might wish to consider whether, and if so, to what extent, article 26 of the UNCITRAL Rules should be revised in light of the new Chapter IV A.

Experts—Article 27

> "*1. The arbitral tribunal may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.*
>
> *"2. The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.*
>
> *"3. Upon receipt of the experts report, the arbitral tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.*
>
> *"4. At the request of either party the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue. The provisions of article 25 shall be applicable to such proceedings.*"

17. The article emphasizes the role of a tribunal-appointed expert and only expressly deals with expert witnesses presented by parties after the report of the tribunal-appointed expert has been delivered.

18. The Working Group might wish to note that article 20, paragraph (4), of the ICC Rules, article 55 (a) of the WIPO Rules and article 27, paragraph (1), of the Swiss Rules provide that the arbitral tribunal may appoint experts "after having consulted the parties".

19. The Working Group might wish to consider whether a revised version of the UNCITRAL Rules should provide that an arbitral tribunal should consult the parties before appointing any expert to report to it.

20. As well, the Working Group might wish to consider whether article 27 should provide that an arbitral tribunal be given the power to direct any experts presented

by the parties to meet with the tribunal-appointed expert in order to attempt to reach an agreement on contentious issues or, at least, to narrow them down.

Section IV—The award

Decisions—Article 31

> "*1. When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.*
>
> *"2. In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal.*"

Paragraph (1)

21. Paragraph (1) requires that an award be made by a majority of the arbitrators in cases where there is a three-member arbitral tribunal.

22. The *travaux préparatoires* emphasize that, at least two of the three arbitrators must concur in the award; however, it is not required that the presiding arbitrator be one of the two arbitrators who agree on the award. Moreover, the *travaux préparatoires* indicate that if a majority of arbitrators fail to agree on an award, the arbitral tribunal must resolve the deadlock in accordance with the relevant law and practice at the place of the arbitration, which is the place where (according to article 16, paragraph 4 of these Rules) the award must be made. The law and practice in many jurisdictions require arbitrators to continue their deliberations until they arrive at a majority decision.[6]

23. The Working Group might wish to note that article 25, paragraph (1) of the ICC Rules addresses the case where no majority exists and provides that: "When the Arbitral Tribunal is composed of more than one arbitrator, an award is given by a majority decision. If there be no majority, the award shall be made by the chairman of the Arbitral Tribunal alone". Similar provisions are included in article 26.3 of the LCIA Rules, article 61 of the WIPO Rules, article 26, paragraph (2) of the Vienna Rules and article 31 of the Swiss Rules.

24. The Working Group might wish to consider whether article 31, paragraph (1) should include a rule to address the case where no majority exists, as provided in many arbitration rules.

Form and effect of the award—Article 32

> "*1. In addition to making a final award, the arbitral tribunal shall be entitled to make interim, interlocutory, or partial awards.*
>
> *"2. The award shall be made in writing and shall be final and binding on the parties. The parties undertake to carry out the award without delay.*
>
> *"3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.*
>
> *"4. An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are*

three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.

"5. The award may be made public only with the consent of both parties.

"6. Copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal.

"7. If the arbitration law of the country where the award is made requires that the award be filed or registered by the arbitral tribunal, the tribunal shall comply with this requirement within the period of time required by law."

Paragraph (2)

25. The Working Group might wish to consider including a new provision modelled on article 28, paragraph (6), of the ICC Rules, and article 26.9 of the LCIA Rules, according to which the award shall be subject to no appeal or other recourse before any court or other authority so as to exclude, for example, an appeal on a point of law, but not to exclude challenges to the award (for example, on matters such as lack of jurisdiction or violation of due process). Article 28, paragraph (6) of the ICC Rules provides that: "(…) the parties undertake to carry out any Award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made". Article 26.9 of the LCIA Rules provides that: "(…) the parties also waive irrevocably their right to any form of appeal, review or recourse to any State court or other judicial authority, insofar as such waiver may be validly made".

Paragraph (5)

26. Paragraph 5 requires the consent of the parties for the award to be made public. The Working Group might wish to consider whether the UNCITRAL Rules should address the situation where a party is under a legal duty to disclose an award or its tenor.

Paragraph (7)

27. The Working Group might wish to consider an amendment to paragraph (7) so as to avoid an onerous burden being placed on the arbitral tribunal in countries where registration requirements are ambiguous. For this purpose, the compliance of the tribunal with the said requirements could be made subject to the timely request of any party.

Time-limit for rendering the award

28. The Working Group might wish to consider whether a time-limit should be provided for the rendering of the award. An example of such time-limit is contained in article 24, paragraph (1) of the ICC Rules, which provides that an award should be rendered within six months, starting from the date of the last signature by the arbitral tribunal or the parties of the terms of reference. Similarly, article 42, paragraph (1) of the CIETAC Rules provides that the award shall be rendered within six months from the date on which the arbitral tribunal is formed. If such a rule is to

be provided in the UNCITRAL Rules, a method of extending such time-limit may be useful.

Possible new paragraph (8)

29. The Working Group might wish to consider whether a principle for interpreting the UNCITRAL Rules, in addition to the general principle contained in article 15, should be added. To that end, the Working Group might wish to consider including a new rule providing that it is the essential duty of arbitrators and parties to act in the spirit of the UNCITRAL Rules, even in circumstances where no specific provision covers the situation in question. The Working Group might wish to consider whether it would be appropriate to link this general duty to the enforceability of the award, providing that the arbitral tribunal and the parties shall make every effort to ensure that the award would be legally enforceable.

Applicable law—Amiable compositeur—Article 33

> "*1. The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.*
>
> *"2. The arbitral tribunal shall decide as amiable compositeur or* ex aequo et bono *only if the parties have expressly authorized the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.*
>
> *"3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.*"

Paragraph (1)

Law applicable to the substance of the dispute

30. The Working Group might wish to note that article 28 of the Arbitration Model Law provides that the parties might designate the "rules of law" applicable to the substance of the dispute, whereas paragraph (1) refers to the "applicable law". The term "rules of law", until its inclusion in the Arbitration Model Law, had only been used in the 1965 Washington Convention on the Settlement of Investment Disputes (article 42), and the arbitration laws of France and Djibouti.[7] The term "rules of law" is understood to be wider than the term "law", allowing the parties "to designate as applicable to their case rules of more than one legal system, including rules of law which have been elaborated on the international level".[8] The Working Group might wish to consider adopting that term in a revised version of article 33 of the UNCITRAL Rules.

Paragraph (2)

Ex aequo et bono—Amiable compositeur

31. The Working Group might wish to note that rules of certain arbitration centres (article 17.3 of the ICC Rules, article 22.4 of the LCIA Rules and article 28.3 of the AAA Rules) require authorization by the parties for the arbitral tribunal to decide as

amiable compositeur or *ex aequo et bono* and do not include a requirement that the law applicable to the arbitral procedure permit an arbitration to be decided *ex aequo et bono*. The Working Group might wish to consider whether such an amendment would be appropriate in the context of the UNCITRAL Rules.

Interpretation of the award—Article 35

> "*1. Within 30 days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award.*
>
> *"2. The interpretation shall be given in writing within 45 days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 32, paragraphs 2 to 7, shall apply.*"

32. The Working Group might wish to consider whether this article should only apply where there is a need to interpret what the award orders the parties to do.

Correction of the award—Article 36

> "*1. Within 30 days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.*
>
> *"2. Such corrections shall be in writing, and the provisions of article 32, paragraphs 2 to 7, shall apply.*"

33. The Working Group might wish to consider whether the scope of article 36 should be broadened to allow correction of the award if an arbitrator omits to sign the award or omits to state the date or place of the award.

Additional award—Article 37

> "*1. Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.*
>
> *"2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within sixty days after the receipt of the request.*
>
> *"3. When an additional award is made, the provisions of article 32, paragraphs 2 to 7, shall apply.*"

34. The Working Group might wish to consider whether the requirement that "the omission can be rectified without any further hearings or evidence" should be retained on the basis that arbitrators should be free to convene hearings or request further evidence or pleadings.

Costs—Articles 38-40

Article 38

"*The arbitral tribunal shall fix the costs of arbitration in its award. The term "costs" includes only:*

"(a) The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 39;

"(b) The travel and other expenses incurred by the arbitrators;

"(c) The costs of expert advice and of other assistance required by the arbitral tribunal;

"(d) The travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;

"(e) The costs for legal representation and assistance of the successful party if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;

"(f) Any fees and expenses of the appointing authority as well as the expenses of the Secretary General of the Permanent Court of Arbitration at The Hague."

35. The Working Group might wish to consider whether the list of elements included in article 38 is exhaustive.

36. As well, the following questions might be raised in relation to that article:

- Whether subparagraphs (b)-(d) should be qualified by the word "reasonable" as is the case with paragraph (e) (which refers to legal costs). This word might be considered as constituting a useful reminder to arbitrators that they must act efficiently in all respects in the conduct of the arbitration (as provided in article 15, paragraph (1) of the UNCITRAL Rules);
- Whether fees and expenses of a secretary appointed by the arbitral tribunal should be expressly included in element (c).

Article 39

"*1. The fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.*

"2. If an appointing authority has been agreed upon by the parties or designated by the Secretary General of the Permanent Court of Arbitration at The Hague, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the arbitral tribunal in fixing its fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.

"3. If such appointing authority has not issued a schedule of fees for arbitrators in international cases, any party may at any time request the appointing authority to furnish a statement setting forth the basis for establishing fees which is customarily followed in international cases in which the authority appoints arbitrators. If the appointing authority consents to provide such a statement, the arbitral tribunal in fixing its fees shall take such information into account to the extent that it considers appropriate in the circumstances of the case.

"4. In cases referred to in paragraphs 2 and 3, when a party so requests and the appointing authority consents to perform the function, the arbitral tribunal shall fix its fees only after consultation with the appointing authority which may make any comment it deems appropriate to the arbitral tribunal concerning the fees."

37. The Working Group might wish to consider whether it is necessary to provide more guidance on the question of the fees of the arbitrators in any revision of the UNCITRAL Rules. Various solutions might be envisaged to address that matter:

- The arbitral tribunal and the parties would be explicitly encouraged to agree on the method of calculating the arbitral tribunal's fees from the outset, at a consultation or preparatory meeting. Such a provision might be included in a revised version of article 15;
- The appointing authority, or if none has been agreed upon or designated, the authority appointed or designated by the Secretary-General of the Permanent Court of Arbitration, would have the power to resolve any objection by a party to an arbitral tribunal's decision on its fees pursuant to articles 38 and 39, paragraph (1).

Article 40

"*1. Except as provided in paragraph 2, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.*

"2. With respect to the costs of legal representation and assistance referred to in article 38, paragraph (e), the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.

"3. When the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it shall fix the costs of arbitration referred to in article 38 and article 39, paragraph 1, in the text of that order or award.

"4. No additional fees may be charged by an arbitral tribunal for interpretation or correction or completion of its award under articles 35 to 37."

38. The Working Group might wish to decide whether to retain article 40, paragraph (4), as this provision is not found in revised versions of arbitration rules of most arbitration institutions.

Miscellaneous provision

Liability of arbitrators

39. The Working Group might wish to consider whether the question of liability of arbitrators needs to be further examined in the context of the UNCITRAL Rules. At present, neither the UNCITRAL Rules nor the Arbitration Model Law address that question. Consideration may also be given to extending the scope of any provision on liability to persons or institutions performing the function of an appointing authority under the UNCITRAL Rules.

40. Existing arbitration rules offer two possible approaches. The first, adopted in the ICC Rules (article 34), is an unqualified exclusion of liability: neither the arbitrators, nor the Court and its members, nor the ICC and its employees, nor the ICC National Committees shall be liable to any person for any act of omission in connection with the arbitration. A similar approach has been adopted in the Vienna Rules. The second, and more common approach is reflected in the Introductory Note of the IBA Rules of Ethics for International Arbitrators (1987), which provides that "international arbitrators should in principle be granted immunity from suit under national laws, except in extreme case of wilful or reckless disregard of their legal obligations". The LCIA Rules (article 31.1) and the AAA Rules (article 35) similarly refer to "conscious and deliberate wrongdoing".

Notes

[1] *Official Records of the General Assembly, Sixty-first Session, Supplement No. 17* (A/61/17), paras. 182-187.

[2] Report of the Secretary-General: revised draft set of arbitration rules for optional use in ad hoc arbitration relating to international trade (UNCITRAL Arbitration Rules) (addendum): commentary on the draft UNCITRAL Arbitration Rules (A/CN.9/112/Add.1), Section 1, Commentary on article 17, UNCITRAL Yearbook, Volume VII: 1976, Part Two, III, 2.

[3] A/CN.9/460, paras. 72-79.

[4] Report of the Secretary-General: revised draft set of arbitration rules for optional use in ad hoc arbitration relating to international trade (UNCITRAL Arbitration Rules) (addendum): commentary on the draft UNCITRAL Arbitration Rules (A/CN.9/112/Add.1), Section I, Commentary on article 19, UNCITRAL Yearbook, Volume VII: 1976, Part Two, III, 2.

[5] A/CN.9/592, annex I.

[6] Report of the Secretary-General: revised draft set of arbitration rules for optional use in ad hoc arbitration relating to international trade (UNCITRAL Arbitration Rules) (addendum): commentary on the draft UNCITRAL Arbitration Rules A/CN.9/112/Add.1, Section 1, Commentary on article 27, UNCITRAL Yearbook, Volume VII: 1976, Part Two, III, 2.

[7] A/CN.9/264, para. 4.

[8] Ibid.