

PCA Case No. 2023-65

**IN THE MATTER OF AN ARBITRATION PURSUANT TO ARTICLE 27 OF THE ENERGY  
CHARTER TREATY**

**- and -**

**THE ARBITRATION RULES OF THE UNITED NATIONS COMMISSION ON  
INTERNATIONAL TRADE LAW 1976**

**- between -**

**THE REPUBLIC OF AZERBAIJAN**

**- and -**

**THE REPUBLIC OF ARMENIA**

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**PROCEDURAL ORDER NO. 1  
RULES OF PROCEDURE & PROCEDURAL TIMETABLE**

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**Arbitral Tribunal**

Ms. Jean Kalicki (Tribunal President)  
Professor Donald M. McRae  
Professor Brigitte Stern

**Registry**

Permanent Court of Arbitration

16 February 2024

**WHEREAS** on 27 February 2023, the Republic of Azerbaijan (the “**Claimant**”) commenced these proceedings by way of notice of arbitration served upon the Republic of Armenia (the “**Armenia**”) pursuant to the Energy Charter Treaty (the “**Treaty**”);

**WHEREAS** on 8 September 2023, the Arbitral Tribunal was constituted;

**WHEREAS** on 27 September 2023, the Arbitral Tribunal shared draft Rules of Procedure for this arbitration with the Parties and invited the Parties “to confer and provide any comments on the draft Rules of Procedure”;

**WHEREAS** on 29 December 2023, the Parties submitted their comments on the draft Rules of Procedure and Procedural Timetable;

**WHEREAS** on 12 January 2024, the Arbitral Tribunal held a First Procedural Meeting with the Parties at the Peace Palace in The Hague, the Netherlands, at which the draft Rules of Procedure and Procedural Timetable were discussed;

**WHEREAS** on 26 January 2024, the Parties jointly proposed certain amendments to the draft Rules of Procedure and sought an extension of time until 2 February 2024 to revert to the Arbitral Tribunal on other areas of disagreement, which extension of time the Arbitral Tribunal granted on 30 January 2024;

**WHEREAS** on 2 February 2024, the Parties informed the Arbitral Tribunal that certain areas of disagreement remained in respect of the draft Rules of Procedure and Procedural Timetable and requested leave to submit their respective positions on those matters with any explanations by 7 February 2024, which request the Arbitral Tribunal granted on 5 February 2024;

**WHEREAS** on 7 February 2024, the Parties provided submissions on their remaining areas of disagreement on the draft Rules of Procedure and Procedural Timetable;

**THE ARBITRAL TRIBUNAL HEREBY ISSUES THE FOLLOWING PROCEDURAL ORDER:**

The Arbitration shall be conducted in accordance with the Rules of Procedure and Procedural Timetable appended to this order.

On behalf of the Arbitral Tribunal



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Ms. Jean Kalicki  
Tribunal President

Dated: 16 February 2024

**THE REPUBLIC OF AZERBAIJAN v. THE REPUBLIC OF ARMENIA**

**RULES OF PROCEDURE**

**SECTION I. INTRODUCTORY RULES**

**Scope of Application**

Article 1

1. This arbitration shall be conducted in accordance with the relevant provisions of the Energy Charter Treaty of 1994 (the “**Treaty**”), these Rules of Procedure, the Arbitration Rules of the United Nations Commission on International Trade Law of 1976 (the “**UNCITRAL Rules**”), and the Terms of Appointment dated 17 October 2023.
2. These Rules of Procedure may be modified or further supplemented as the Arbitral Tribunal determines appropriate, after seeking the views of the Parties on such modifications or additions.
3. Without prejudice to paragraph 2, to the extent that any procedural matter is not addressed herein, the UNCITRAL Rules will continue to apply. In the event of any conflict between these Rules of Procedure and the UNICTRAL Rules, these Rules shall govern.
4. To the extent a matter of procedure has not been addressed by the Treaty, these Rules of Procedure, the UNCITRAL Rules, or an agreement of the Parties, the Arbitral Tribunal shall decide the matter after seeking the views of the Parties.
5. The International Bureau of the Permanent Court of Arbitration shall serve as the registry (the “**Registry**”) and shall provide administrative support in the arbitration proceedings.

**Notice, Calculation of Periods of Time**

Article 2

1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received when it has been delivered to the addressee. Notice shall be deemed to have been received on the day it is so delivered.
2. For the purposes of paragraph 1 of this article, ‘delivered’ includes delivery by electronic means.
3. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-work day in the State of the relevant Party or counsel to which the period applies, the period is extended until the first work day which follows. Official holidays or non-work days occurring during the running of the period of time are included in calculating the period.
4. Unless otherwise provided, all time limits expire at midnight Eastern Time (ET) on the relevant date.
5. The Arbitral Tribunal may, after ascertaining the views of the Parties, extend or abridge any period of time prescribed under these Rules. Provided that they do not impact dates reserved for

hearings, short courtesy extensions may be agreed between the Parties, or granted by the President of the Tribunal at her discretion.

## **Representation and Assistance**

### Article 3

1. Each Party shall be represented by an agent and, if it so decides, by one or more co-agents. Each Party may also be represented by counsel and other persons of their choice. The name and address of the agent and any co-agent shall be communicated in writing to the Registry.
2. To avoid possible conflicts of interest after the appointment of members of the Arbitral Tribunal, any proposed changes by a Party of its agents or counsel shall be communicated by that Party to the Arbitral Tribunal and Registry, and copied to the other Party at the earliest possible date.
3. The Parties and their counsel shall be guided, but not bound, by The Hague Principles on Ethical Standards for Counsel Appearing before International Courts and Tribunals. For the avoidance of doubt, The Hague Principles do not alter, displace, or in any way change the rules of professional conduct applicable to the Parties and their counsel.

## **SECTION II. COMPOSITION OF THE ARBITRAL TRIBUNAL**

### **Number and Appointment of Arbitrators**

#### Article 4

The Arbitral Tribunal shall consist of three arbitrators, appointed in accordance with Article 27(3) of the Treaty and the Parties' agreed Protocol for the Appointment of the Tribunal President, dated 23 August 2023 ("Protocol").

### **Challenge of Arbitrators**

#### Article 5

Consistent with Article 4.5 of the Terms of Appointment, a prospective arbitrator that may in future be appointed to the Arbitral Tribunal shall disclose to those who approach him or her in connection with his or her possible appointment any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. An arbitrator, once appointed or chosen, shall disclose such circumstances to the Parties unless they have already been informed by him or her of these circumstances.

#### Article 6

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. Either Party may challenge the arbitrator appointed by that Party only for reasons of which the Party becomes aware after the appointment has been made.

#### Article 7

3. A Party who intends to challenge an arbitrator shall send notice of its challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging Party

or within fifteen days after the circumstances mentioned in Articles 5 and 6 became known to that Party.

4. The challenge shall be notified to the other Party, to the arbitrator who is challenged and to the other members of the Arbitral Tribunal. The notification shall be in writing and shall state the reasons for the challenge.
5. When an arbitrator has been challenged by one Party, the arbitrator may withdraw from his or her office, without this implying acceptance of the validity of the grounds for the challenge. In such instance, the procedure provided in the Treaty and the Protocol shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a Party had failed to exercise its right to appoint or to participate in the appointment.

#### Article 8

1. If the challenged arbitrator does not withdraw, the decision on the challenge shall be made by the Secretary-General of the Permanent Court of Arbitration.
2. If the Secretary-General of the Permanent Court of Arbitration sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure set out in Article 27(3) of the Treaty and the Protocol.

#### **Replacement of an Arbitrator**

#### Article 9

1. In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure prescribed for the initial appointment in Article 27(3) of the Treaty and the Protocol.
2. In the event that an arbitrator fails to act or in the event of the *de jure* or *de facto* impossibility of his or her performing his or her functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in these Rules shall apply.

#### **Repetition of Hearings in the Event of the Replacement of an Arbitrator**

#### Article 10

If the presiding arbitrator is replaced under Articles 7 to 9, any hearings held previously shall be repeated; if any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Arbitral Tribunal.

### **SECTION III. ARBITRAL PROCEEDINGS**

#### **General Provisions**

#### Article 11

1. Subject to the provisions of the Treaty, the UNCITRAL Rules, and these Rules, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the Parties are treated with equality and that at any stage of the proceedings each Party is given a full opportunity of presenting its case.

2. If any Party so requests at any appropriate stage of the proceedings, the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the Arbitral Tribunal shall decide whether to hold such a hearing or whether decisions on such matters shall be made only on the basis of documents and other materials.
3. All documents or information supplied to the Arbitral Tribunal by one Party shall at the same time be communicated by that Party to the other Party and to the Registry.

### **Place of Hearings and Meetings**

#### Article 12

1. Pursuant to Article 27(3)(k) of the Treaty, unless the Parties agree otherwise, hearings and meetings with the Parties shall be held at the headquarters of the Permanent Court of Arbitration at the Peace Palace in The Hague, the Netherlands. Individual meetings or hearings may also proceed remotely by videoconference if deemed necessary in the judgment of the Arbitral Tribunal after consultation with the Parties.
2. The Arbitral Tribunal may meet at any location it considers appropriate for deliberations.
3. After inviting the views of the Parties, the Arbitral Tribunal may meet at any place it deems appropriate for the inspection of locations, property, or documents. The Parties shall be given sufficient notice to enable them to be present at such inspection. The Parties shall afford the Arbitral Tribunal, as well as any experts appointed by it pursuant to Article 22 below, all reasonable facilities in the event of such a visit.

### **Language, Translations, and Interpretation**

#### Article 13

1. The language of the arbitration shall be English.
2. Any decision by the Arbitral Tribunal, including any award or procedural order, and any correspondence sent on the Arbitral Tribunal's behalf by the Registry shall be communicated to the Parties in English only.
3. Any communication or document submitted to the Arbitral Tribunal that is written in a language other than English shall be accompanied by a translation into English. Certified translations shall not be required unless requested by the Arbitral Tribunal, including on application of a Party where, for example, there is a dispute over the accuracy of the translation. When a Party considers that the content of a document is not relevant in its entirety, any translation may be limited to the relevant passages and such other portions of the document that are necessary to put such passages in context. In such a case, the submission of the original text may be limited to the portions that are translated, unless either the Arbitral Tribunal or a Party requests a copy of the full document. A full translation shall be provided if the Arbitral Tribunal so requests, including on application by the other Party.
4. The testimony of a witness or expert called for examination during a hearing who prefers to give evidence other than in the English language shall be interpreted, simultaneously if possible. In principle, a witness or expert who wishes to testify in a language other than English shall have previously submitted a written statement/report in the language in which the witness will testify, accompanied by an English translation.

## **Statement of Claim**

### Article 14

1. In accordance with the timetable established by the Arbitral Tribunal and the requirements as to form in Article 19, the Claimant shall communicate its statement of claim in writing to the Respondent and to the Registry for onward transmission to the Arbitral Tribunal.
2. The statement of claim shall include a precise statement of 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; and
  - (d) The relief or remedy sought.
3. The Claimant shall annex to its statement of claim all documents on which it relies for its claims.

## **Statement of Defence**

### Article 15

1. In accordance with the timetable established by the Arbitral Tribunal and the requirements as to form in Article 19, the Respondent shall communicate its statement of defence in writing to the Claimant and to the Registry for onward transmission to the Arbitral Tribunal.
2. The statement of defence shall reply to the particulars (b), (c) and (d) of the statement of claim (Article 14, paragraph 2) and present the Respondent's own position on the facts, the issues and the relief requested. The Respondent shall annex to its statement the documents on which it relies for its defences.
3. In its 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 Treaty.
4. The provisions of Article 14, paragraph 2, shall apply to a counter-claim.

## **Amendments to the Claim or Defence**

### Article 16

During the course of the arbitral proceedings either Party may amend or supplement its claim or defence, unless the Arbitral Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other Party or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause.

## **Pleas as to the Jurisdiction of the Arbitral Tribunal**

### Article 17

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.

2. The Arbitral Tribunal shall have the power to determine the existence or the validity of the treaty of which an arbitration clause forms a part. For the purposes of Article 17, an arbitration clause which forms part of the treaty shall be treated as an agreement independent of the other terms of the treaty. A decision by the Arbitral Tribunal that the treaty 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. A plea that the Arbitral Tribunal does not have jurisdiction arising out of a second or subsequent round of pleadings shall be made no later than the next pleading of the Party raising the plea, or, in the case of the last pleading of the arbitration, within thirty days.
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 its final award.

### **Further Written Statements**

#### Article 18

The Arbitral Tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

### **Form of Written Submissions**

#### Article 19

1. The Parties shall submit together with any written submission all documents, witness statements, expert reports, and other evidence upon which they intend to rely in support of that submission. The Parties shall also submit legal authorities (such as treaties, laws, decrees, or judicial decisions) cited in their submissions.
2. The Parties' written submissions shall be transmitted in the following manner:
  - (a) On or before the day of the deadline fixed by the Arbitral Tribunal, the submitting Party shall transmit an electronic copy of its submission (without supporting evidence or legal authorities), in searchable Adobe PDF, by e-mail to the other Party and to the Registry for onward transmission to the Arbitral Tribunal.
  - (b) Within three days thereafter, the submitting Party shall send by secure e-mail or secure file-sharing platform an electronic copy of all supporting evidence and legal authorities to the other Party and to the Registry for onward transmission to the Arbitral Tribunal.
  - (c) Unless any Member of the Tribunal requests otherwise, no hard copy submissions are required.

### **Evidence**

#### Article 20

1. Each Party shall have the burden of proving the facts on which it relies to support its claim or defence.

2. The Arbitral Tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence offered.
3. Documents submitted to the Arbitral Tribunal shall be numbered consecutively throughout the arbitration and shall clearly distinguish between different types of documents (e.g., exhibits, witness statements, expert reports, legal authorities). Claimant's factual exhibits shall be designated CE-1, CE-2, etc., and Claimant's legal authorities shall be designated CL-1, CL-2, etc. Respondent's factual exhibits shall be designated RE-1, RE-2, etc., and Respondent's legal authorities shall be designated RL-1, RL-2, etc. The Parties shall endeavor to minimize duplication (for example, not submitting the same exhibit or authority again with a new number, unless the version or translation varies materially).
4. Written submissions shall be accompanied by detailed indices of exhibits and authorities that list all evidence and legal authorities submitted by number, date, type of document, and author or recipient, if and as applicable.
5. 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 Arbitral Tribunal shall determine. The Arbitral Tribunal shall take note of any refusal to do so as well as any reasons given for such refusal.
6. Witnesses, including expert witnesses, who are presented by the Parties to testify to the Arbitral Tribunal on any issue of fact or expertise may be any individual. Unless otherwise directed by the Arbitral Tribunal, statements by witnesses must be presented in writing and signed by them.
7. The Arbitral Tribunal may take all appropriate measures in order to establish the facts.
8. With respect to evidentiary issues not covered by the UNCITRAL Rules or applicable rules and principles of international law, the Arbitral Tribunal shall be guided, but not constrained, by the IBA Rules on the Taking of Evidence (2020).
9. Consistent with their obligation to arbitrate in good faith, the Parties shall not destroy, tamper with, or render inaccessible any evidence relevant to the matters at issue in the arbitration or intimidate relevant witnesses. They shall take all necessary steps to preserve all relevant documents and other evidentiary materials within their custody, possession, or control, and to ensure that witnesses are able to participate in the arbitration and will not face intimidation in the process of doing so or in consequence of having done so.
10. Persons appearing in the arbitration as agents, counsel, advocates, witnesses or experts shall be accorded such privileges and immunities as are necessary for the effective exercise of their functions in connection with the arbitration. In particular, they shall be accorded immunity from legal process of every kind in respect of words spoken or written and acts done by them in connection with their participation in the arbitration. This immunity from legal process shall continue to be accorded even after their appearance and shall be accorded notwithstanding the conclusion of the arbitration.

## **Hearings**

### Article 21

1. There shall be hearings at which the Parties may make their oral submissions and for the presentation of evidence by witnesses, including expert witnesses.

2. The dates for the hearings shall be set by the Arbitral Tribunal after inviting the views of the Parties. The Arbitral Tribunal shall give the Parties adequate advance notice of the date, time, and place of any hearing.
3. Before any hearing, a Party may be called upon by the Arbitral Tribunal or the other Party to present at the hearing for examination and cross-examination any witness whose written testimony has been advanced with the written submissions. A Party may also call its own witnesses for examination at the hearing. Each Party shall notify the Registry and the other Party of the names of the witnesses it wishes to call to testify at the hearing, and the languages in which such witnesses will give their testimony, no later than thirty days prior to the hearing.
4. Except with leave of the Arbitral Tribunal, no witness or expert may be heard unless he or she has provided a signed written witness statement or expert report.
5. After inviting the views of the Parties, the Arbitral Tribunal shall determine the manner in which witnesses are to be examined.
6. The Arbitral Tribunal may require the retirement of any witness during the testimony of other witnesses. In principle and subject to potential exceptions for good cause shown, fact witnesses will not attend the hearing until after they have completed their testimony, while expert witnesses may attend all sessions.
7. Where a language other than English is to be used by a witness, the necessary arrangements for interpretation into English shall be made by the Registry.
8. The Registry shall make arrangements for a verbatim record of each hearing to be produced.

### **Experts Appointed by the Arbitral Tribunal**

#### Article 22

1. After inviting the views of the Parties, the Arbitral Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Arbitral Tribunal. A copy of the expert's terms of reference, established by the Arbitral Tribunal, shall be communicated to the Parties.
2. The expert shall, before accepting appointment, submit a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the Arbitral Tribunal, the Parties shall inform the Arbitral Tribunal whether they have any objections as to the expert's qualifications, impartiality, or independence. The Arbitral Tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a Party may object to the expert's qualifications, impartiality, or independence only if the objection is for reasons of which the Party becomes aware after the appointment has been made. The Arbitral Tribunal shall decide promptly what, if any, action to take.
3. The Parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she 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. The Arbitral Tribunal shall take note of any refusal to provide such information or produce documents or goods for inspection as well as any reason given for such refusal.

4. Upon receipt of the expert's report, the Arbitral Tribunal shall communicate a copy of the report to the Parties, which 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 relied in his or her report.
5. If a Party so requests or if the Arbitral Tribunal considers it necessary, the expert shall, after delivery of the report, participate in a hearing where the Parties have the opportunity to put questions to him or her and to present expert witnesses in order to testify on the points at issue. The provisions of Article 20 shall be applicable to such proceedings.

## **Transparency and Confidentiality**

### Article 23

1. The existence of the arbitration shall be public. The Registry shall identify on the PCA website the Parties to the arbitration, the members of the Arbitral Tribunal, and the Parties' agents, co-agents, counsel, advocates, and advisers. The Parties shall have an opportunity to review the content of any information posted online relating to the case prior to publication by the Registry.
2. The submissions of the Parties shall be confidential until the opening of the hearing to which they relate, save that any confidential information shall remain confidential at all times. On the opening of the hearing, the Registry shall publish the Parties' submissions as well as any non-confidential documentary evidence submitted with the submissions on the PCA website. Prior to the publication of the submissions, the Parties shall be provided with a reasonable opportunity to identify any confidential information, including but not limited to personal identifying information, that they request to be redacted, in accordance with the procedures set forth in paragraph 7. The Parties shall refrain from publishing their submissions prior to their publication by the Registry.
3. The presentation of the Parties' opening statements at any hearing shall be open to the public. The Arbitral Tribunal, after ascertaining the views of the Parties, shall consider at the appropriate time the extent to which any other parts of hearings shall be open to the public.
4. Transcripts of any parts of hearings that are open to the public shall be public and promptly be made publicly available on the PCA website. Transcripts of any other parts of hearings shall be made public and publicly available with the publication of a final award, subject to appropriate redactions in accordance with the procedures set forth in paragraph 8.
5. Any procedural order of the Arbitral Tribunal shall be public and made publicly available on the PCA website fourteen (14) days after it has been notified to the Parties, unless the Parties agree on a different date of publication. In the event that a Party requests any redactions on account of the protection of confidential information, a procedural order shall be made publicly available only following completion of the procedures set forth in paragraph 8.
6. Any award of the Arbitral Tribunal shall be public and made publicly available on the PCA website unless both Parties agree otherwise. Prior to the publication of any award, the Parties shall be provided with a reasonable opportunity to identify any confidential information, including but not limited to personal identifying information, that they request to be redacted, in accordance with the procedures set forth in paragraph 8.
7. A Party may seek to designate as confidential (in full or in part) a submission or documentary evidence (including witness statements, expert reports, and factual exhibits) submitted by it, or

otherwise propose redactions thereto, subject to the following rules:

- (a) A Party that intends to designate as confidential (in full or in part) a submission or documentary evidence submitted by it, or otherwise propose redactions thereto, shall notify the other Party at least 21 days prior to the opening of the hearing to which the submission or document relates. The Parties shall confer and work constructively to resolve any disputes regarding the designation of documents as confidential and any redactions to the documents.
  - (b) If the Parties are unable to reach agreement on the document(s) to be designated confidential and/or redactions, they shall confer and attempt to agree on a procedure by which the outstanding disputes are to be submitted to the Arbitral Tribunal for resolution. Any agreed procedure shall be communicated to the Arbitral Tribunal as a joint proposal of the Parties. If the Parties are unable to reach agreement on a procedure, either Party may make a proposal to the Arbitral Tribunal. After giving the other Party an opportunity to respond, the Arbitral Tribunal will determine the applicable procedure and timeline, having regard to the amount and complexity of the material designated for disclosure.
  - (c) The Arbitral Tribunal will thereafter make an order in relation to the proposed confidentiality designation and/or redactions. In its decision, the Arbitral Tribunal shall be guided, but not bound, by the criteria set out in Articles 7.2, 7.5, 7.6 and 7.7 of the UNCITRAL Transparency Rules.
8. A Party may propose redactions to procedural orders, transcripts, and awards prior to their publication, subject to the following rules:
  - (a) A Party that intends to propose redactions to a procedural order, transcript, or award shall notify the other Party and Arbitral Tribunal prior to the document's publication in accordance with paragraphs 4-6. The Parties shall confer and work constructively to resolve any disputes regarding any redactions to the documents.
  - (b) If the Parties are unable to reach agreement on redactions to the documents, the procedures foreseen in paragraphs 7(b)-(c) shall apply.
9. The Registry, after consultation with the Parties, may issue periodic press releases concerning the status of the proceedings.

### **Interim Measures of Protection**

#### Article 24

1. Unless the Parties otherwise agree, the Arbitral Tribunal may, at the request of either Party, take any interim measures it deems necessary to preserve the respective rights of either Party.
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.

## **Failure to Appear or Make Submissions**

### Article 25

1. If, within the period of time fixed by the Arbitral Tribunal, the Claimant has failed to communicate its claim without showing sufficient cause for such failure, the Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time fixed by the Arbitral Tribunal, the Respondent has failed to communicate its statement of defence without showing sufficient cause for such failure, the Arbitral Tribunal shall order that the proceedings continue.
2. If one of the Parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the Arbitral Tribunal shall, subject to the decision of the other Party, proceed with the arbitration.
3. If one of the Parties, duly required to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the Arbitral Tribunal may make an award on the evidence before it, drawing such inferences as the Arbitral Tribunal deems appropriate.

## **Closure of Proceedings**

### Article 26

1. The Arbitral Tribunal may inquire from the Parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the proceedings closed.
2. The Arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, *proprio motu* or upon application of a Party, to reopen the proceedings at any time before the final award is made.

## **Waiver of Rules**

### Article 27

A Party who knows that any provision of, or requirement under, the Treaty, the UNCITRAL Rules or these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

## **SECTION IV. THE AWARD**

### **Decisions**

### Article 28

1. In accordance with Article 27(3)(f) of the Treaty, 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 or her own, subject to revision, if any, by the Arbitral Tribunal.

## **Form and Effect of the Award**

### Article 29

1. In addition to making a final award, the Arbitral Tribunal shall be entitled to make interim, interlocutory, or partial awards.
2. An award shall be made in writing. In accordance with Article 27(3)(h) of the Treaty, an award 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 shall contain the date on which the award was made. Where an arbitrator fails to sign, the award shall state the reason for the absence of the signature.
5. Copies of the award signed by the arbitrators shall be communicated to the Parties by the Registry.

## **Applicable law**

### Article 30

In accordance with Article 27(3)(g) of the Treaty, the Arbitral Tribunal shall decide the dispute in accordance with the Treaty and applicable rules and principles of international law.

## **Settlement or Other Grounds for Termination**

### Article 31

1. If, before the final award is made, the Parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both Parties and accepted by the Arbitral Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Arbitral Tribunal is not obliged to give reasons for such an award.
2. If, before the final award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the Arbitral Tribunal shall inform the Parties of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal shall have the power to issue such an order unless a Party raises justifiable grounds for objection.
3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated to the Parties by the Registry. Where an arbitral award on agreed terms is made, the provisions of Article 28, paragraphs 2 and 4 to 5, shall apply.

### **Interpretation of the Award**

#### Article 32

1. Within thirty days after the receipt of an 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 forty-five days after the receipt of the request. The interpretation shall form part of the award and the provisions of Article 28, paragraphs 2 to 5, shall apply.

### **Correction of the Award**

#### Article 33

1. Within thirty days after the receipt of an 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 thirty 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 28, paragraphs 2 to 5, shall apply.

### **Additional Award**

#### Article 34

1. Within thirty days after the receipt of an 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 hearing 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 28, paragraphs 2 to 5, shall apply.

### **Costs**

#### Article 35

The term 'costs' includes only:

- (a) The fees of the Arbitral Tribunal;
- (b) The travel and other expenses incurred by the arbitrators;
- (c) The costs of 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) Any fees and expenses of the Registry and the Secretary-General of the Permanent Court of Arbitration.

#### Article 36

1. The fees of the Arbitral Tribunal shall be reasonable in amount, taking into account the complexity of the subject-matter, the time spent by the arbitrators, the amount in dispute, if any, and any other relevant circumstances of the case.
2. When a Party so requests, the Arbitral Tribunal shall fix its fees only after consultation with the Secretary-General of the Permanent Court of Arbitration who may make any comment he or she deems appropriate to the Arbitral Tribunal concerning the fees.

#### Article 37

1. In accordance with Article 27(3)(j) of the Treaty, the costs of the arbitration shall be borne in equal shares by the Parties to the dispute. The Arbitral Tribunal may, however, at its discretion direct that a higher proportion of the costs be paid by one of the Parties.
2. In accordance with Article 40(2) of the UNCITRAL Rules, the Arbitral Tribunal shall be free to determine, taking into account the circumstances of the case, which Party shall bear the costs of legal representation and assistance of the successful party, or may apportion such costs between the Parties if it determines that apportionment is reasonable.
3. No additional fees may be charged by an Arbitral Tribunal for interpretation or correction or completion of its award under Articles 31 to 33.

#### **Deposit of Costs**

#### Article 38

1. The Registry may request each Party to deposit an equal amount as an advance for the costs referred to in Article 34, paragraphs (a), (b), (c), (d) and (e). All amounts deposited by the Parties pursuant to this Article shall be directed to the Registry, and disbursed by it for such costs.
2. During the course of the arbitral proceedings the Registry or the Arbitral Tribunal may request supplementary deposits from the Parties.
3. When a Party so requests, the Arbitral Tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the Secretary-General of the Permanent Court of Arbitration who may make any comment he or she deems appropriate to the Arbitral Tribunal concerning the amounts of any deposits or supplementary deposits.
4. If the requested deposits are not paid in full within sixty (60) days after the receipt of the request or such other period as may be set by the Registry, the Arbitral Tribunal shall so inform the Parties in order that one or another of them may make the required payment. If such payment is not made in full within a further thirty (30) days, the Arbitral Tribunal may order the suspension or termination of the arbitral proceedings or take such other steps as it considers appropriate.
5. After a termination order or final award has been made, the Registry shall render an accounting to the Parties of the deposits received and return any unexpended balance to the Parties as directed by the Arbitral Tribunal.

**THE REPUBLIC OF AZERBAIJAN v. THE REPUBLIC OF ARMENIA**  
**PROCEDURAL TIMETABLE**

EVENT	DATE	TIME ELAPSED
First Procedural Meeting	Friday, 12 January 2024	N/A
Azerbaijan’s Statement of Claim	Tuesday, 12 November 2024	+10 mos.
Armenia’s Request for Bifurcation of Preliminary Objections	Thursday, 12 December 2024	+1 mo.
Azerbaijan’s Observations on Request for Bifurcation	Monday, 13 January 2025	+1 mo.
Target for Decision on Bifurcation <sup>1</sup>	Monday, 3 February 2025	+3 weeks
<b>Scenario A : Bifurcated Proceedings on Preliminary Objections</b>		
Armenia’s Memorial on Preliminary Objections	Thursday, 3 April 2025	+2 mos. from Decision on Bifurcation (~+4-1/2 months from Statement of Claim)
Azerbaijan’s Counter-Memorial on Preliminary Objections	Monday, 4 August 2025	+4 mos.
Deadline for Parties to Exchange Any Document Requests <i>Strictly Limited to Preliminary Objections</i>	Monday, 18 August 2025	+2 weeks
Parties to Exchange Production Objections	Monday, 1 September 2025	+2 weeks
Parties to Exchange Production Replies	Monday, 8 September 2025	+1 week
Case Management Conference and Hearing on Production Disputes (presumptively by videoconference)	Monday, 15 September 2025	+1 week

<sup>1</sup> Given the tight period, the Tribunal reserves the right to issue a short-form decision on bifurcation by this date, with reasons to follow as soon as practicable.

EVENT	DATE	TIME ELAPSED
Target for Decision on Production Disputes	Monday, 22 September 2025	+1 week
Production Deadline	Monday, 6 October 2025	+2 weeks
Armenia’s Reply on Preliminary Objections	Tuesday, 4 November 2025	+3 mos. from Counter-Memorial (~+1 mo. from production)
Azerbaijan’s Rejoinder on Preliminary Objections	Wednesday, 4 February 2026	+3 mos.
Deadline to Notify Witnesses for Examination	Wednesday, 18 February 2026	+2 weeks
Pre-Hearing Conference <sup>2</sup>	Monday, 2 March 2026	+ at least 1 week
Hearing on Preliminary Objections (1 week reserve) <sup>3</sup>	23-27 March 2026	+ at least 3 weeks
<b>Scenario B: Plenary Proceedings (No Bifurcation of Preliminary Objections)</b>		
Armenia’s Statement of Defense	Monday, 3 November 2025	+9 months from Decision on Bifurcation
Parties to Exchange Document Requests	Monday, 24 November 2025	+3 weeks
Parties to Exchange Production Objections	Monday, 15 December 2025	+3 weeks
Parties to Exchange Production Replies	Monday, 5 January 2026	+2 weeks (+1 week winter holidays)
Case Management Conference and Hearing on Production Disputes (presumptively by videoconference)	Monday, 12 January 2026	+1 week

<sup>2</sup> The Tribunal anticipates issuing a Pre-Hearing Procedural Order as soon as feasible after the Pre-Hearing Conference.

<sup>3</sup> In the event that the Tribunal upholds jurisdiction in full or in part, or finds that a question or objection does not possess an exclusively preliminary character, the Tribunal shall determine the schedule for further proceedings after consultations with the Parties.

<b>EVENT</b>	<b>DATE</b>	<b>TIME ELAPSED</b>
Target for Decision on Production Disputes	Monday, 26 January 2026	+2 weeks
Production Deadline	Thursday, 26 February 2026	+1 month
Azerbaijan's Reply	Monday, 18 May 2026	(+6-1/2 months from Statement of Defense) (~+3 months from production)
Armenia's Rejoinder	Wednesday, 18 November 2026	+6 months
Deadline to Notify Witnesses for Examination	Wednesday, 2 December 2026	+2 weeks
Pre-Hearing Conference <sup>4</sup>	Monday, 14 December 2026	+ at least 10 days
Hearing on Jurisdiction and the Merits (2-1/2 weeks reserve)	18 January - 3 February 2027	+ at least 3 weeks

<sup>4</sup> The Tribunal anticipates issuing a Pre-Hearing Procedural Order as soon as feasible after the Pre-Hearing Conference.