

PCA CASE NO. 2016-14

**IN THE MATTER OF AN ARBITRATION BEFORE A TRIBUNAL CONSTITUTED
IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE GOVERNMENT OF THE
RUSSIAN FEDERATION AND THE CABINET OF MINISTERS OF UKRAINE
ON THE ENCOURAGEMENT AND MUTUAL PROTECTION OF INVESTMENTS
DATED NOVEMBER 27, 1998**

-and-

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

-between-

**JSC OSCHADBANK
(UKRAINE)**

(the “**Claimant**”)

-and-

THE RUSSIAN FEDERATION

(the “**Respondent**,” and together with the Claimant, the “**Parties**”)

PROCEDURAL ORDER NO. 1

The Arbitral Tribunal

Mr. David A.R. Williams QC (Presiding Arbitrator)
The Honourable Charles N. Brower
Mr. Hugo Perezcano Díaz

Registry

Permanent Court of Arbitration

19 August 2016

Having circulated the present document to the Parties in draft form on May 19, 2016, and invited the Parties to provide their comments, and having considered the comments received, the Tribunal hereby issues the following directions:

1. Place of Arbitration

- 1.1. In accordance with Section 5.1 of the Terms of Appointment and Article 16(1) of the UNCITRAL Rules, the Tribunal determines that the place of arbitration shall be Paris, France.

2. Procedural Timetable

- 2.1. The Claimant shall file its Statement of Claim by 26 August 2016.
- 2.2. The Respondent shall be granted a period of 35 days from the filing of the Claimant's Statement of Claim to indicate that it intends to file a Statement of Defence or any objections to jurisdiction or admissibility. The Respondent shall provide such indication to the Tribunal and to the Permanent Court of Arbitration (PCA).
- 2.3. If the Respondent fails to communicate to the Tribunal and the PCA its intention to file a Statement of Defence or any objections to jurisdiction or admissibility within the timeframe provided in paragraph 2.1 above, the Tribunal will provide formal notice to the Respondent that the proceedings shall be conducted in accordance with the timetable set out in Annex 1 of this Procedural Order.
- 2.4. If the Respondent communicates to the Tribunal and the PCA its intention to file a Statement of Defence or any objections to jurisdiction or admissibility within the timeframe provided in paragraph 2.1 above, the Tribunal shall provide formal notice to the Parties that the proceedings shall be conducted in accordance with the timetable set out in Annex 2 of this Procedural Order. Before adopting the timetable set out in Annex 2, the Tribunal will consult with both Parties in order to fix a date for the hearing and to confirm that the proposed timetable is acceptable to the Parties, having due regard to each Party's due process rights.
- 2.5. In the event the proceedings are conducted pursuant to paragraph 2.4 above, and either Party, without the leave of the Tribunal, fails to file a scheduled pleading on or before the date indicated in Annex 2 of this Procedural Order, the other Party may apply to the Tribunal for an accelerated timetable. Any such application shall propose specific dates and events in respect of such elements of the remaining timetable as are included in the application. The Tribunal shall rule on the application after affording the other Party an opportunity to be heard. If the Tribunal accepts the application, it shall prescribe a modified timetable, including such steps as may be necessary and appropriate in the circumstances.
- 2.6. Extensions of time (and adjustments to the above calendar if needed) may be granted by the Tribunal in its discretion, and provided that a duly justified request is submitted before

or, if that is not possible, immediately after the event preventing a Party from complying with the deadline. The Parties may also agree between themselves short extensions of time, on the basis of mutual courtesy, as long as they do not materially affect the timetable and that the Tribunal is promptly informed.

3. Communications

- 3.1. If a Party so requests, the Tribunal shall have discretion to order that the arbitration also be conducted in a language or languages other than the language of the arbitration, as specified in paragraph 6 of the Terms of Appointment.
- 3.2. In accordance with the Terms of Appointment, all communications and other documents generated in connection with these proceedings shall be sent in both hard copy and email form to the Parties, their representatives, the members of the Tribunal and the PCA at the addresses specified at paragraphs 1, 3 and 7.2 of the Terms of Appointment.

4. Written Submissions, Documentary Evidence and Legal Authorities

- 4.1. Unless paragraph 2.4 applies, the Parties shall submit their written submissions in accordance with the Procedural Timetable set out in Annex 1 and with the rules set out below.
- 4.2. In each of their written submissions, the Parties shall clearly indicate and provide the supporting evidence they invoke, including documentary evidence, legal authorities, factual witness statements and expert witness statements or reports.
- 4.3. No Party shall be permitted to advance any new factual or legal allegations after the submission of the Reply and Rejoinder Memorials, whichever is relevant, unless expressly permitted by the Tribunal.
- 4.4. The paragraphs of all written submissions shall be numbered consecutively and the submissions shall include a table of contents.
- 4.5. All hard copy documents shall be provided in A4 binders and double-sided printing. Documentary evidence and legal authorities shall be submitted in the following form:
 - 4.5.1 factual exhibits and legal authorities shall be contained in separate binders, each exhibit or legal authority having a divider bearing on the tab the exhibit's identification number;
 - 4.5.2 factual exhibits and legal authorities shall be numbered consecutively throughout these proceedings;
 - 4.5.3 the number of each factual exhibit containing a document submitted by the Claimant shall be preceded by the letters "CE-", legal authorities shall be

numbered separately with each number preceded by “CLA-”; the number of each factual exhibit containing a document submitted by the Respondent shall be preceded by the letters “RE-”, legal authorities shall be numbered separately with each number preceded by “RLA-”;

4.5.4 each binder containing factual exhibits shall contain a list of the exhibits included in that binder, setting forth for each one:

- (a) the exhibit number;
- (b) its date; and
- (c) a brief description of the exhibit; and

4.5.5 each binder containing legal authorities shall contain a list of the authorities included in that binder, setting forth for each one:

- (a) the legal authority number;
- (b) its date; and
- (c) the source (e.g. the name of the authority that issues or authors the document, any other relevant information such as case number, forum, etc.)

4.5.6 Whenever new factual exhibits and/or legal authorities are filed by any Party, that Party shall provide to the Tribunal and to the other side separate and updated index(es) of all its factual exhibits and/or legal authorities filed until that point.

4.6. Subject to Section 4.8, written submissions shall be sent by e-mail and by courier delivery service. E-mail delivery shall include electronic copies of pleadings, expert reports, and witness statements (including translations, where relevant). Courier delivery shall include a hard copy set of pleadings, expert reports, witness statements, factual exhibits, and relevant excerpts of legal authorities (including investment treaty awards), and translations, where the documents are in a language other than English, together with reproducible USB sticks containing electronic copies of all of the aforementioned documents, including searchable pdf copies of legal authorities (including investment treaty awards) in their entirety, where possible, and translations of the relevant excerpts provided.

4.7. Electronic copies of all documents submitted by the Parties shall be in a PDF format that is searchable and not protected from copying or annotating. Electronic files shall be named following the rule in Section 4.5.3, followed by a brief description of the exhibit or authority.

- 4.8. Ordinary correspondence and submissions concerning procedural or non-substantive matters shall be sent as specified in paragraph 8.2 of the Terms of Appointment, with any relevant enclosures in PDF format that is searchable and not protected from copying or annotating.
- 4.9. Written submissions will be considered to have been communicated to the Tribunal, the PCA, and the Parties on a timely basis if sent by e-mail on or before the end of the day on the date of the deadline where the document is sent from. Hard copies as well as electronic copies on USB sticks shall be dispatched by courier not later than the following business day.
- 4.10. For simultaneous submissions, each side may submit electronic copies to the PCA. The PCA will distribute the electronic copies to the Tribunal and opposing counsel once both submissions have been received.
- 4.11. All documentary evidence submitted to the Tribunal shall be deemed true and complete, including documents submitted in the form of photocopies, unless a Party disputes its authenticity or completeness.
- 4.12. In accordance with Section 6 of the Terms of Appointment, the language of the arbitration is English. Accordingly, documents submitted by any Party in any language other than English shall be accompanied by a translation into the English language. Whenever a Party considers that the content of a document of more than three pages in length is not relevant in its entirety, the translations may be limited to all relevant excerpts together with such other portions of the document as necessary to put such excerpts in proper context. A full translation shall be provided if the Tribunal decides that the document is relevant in its entirety at the request of the other side or upon the Tribunal's own initiative. Informal translations will be accepted as accurate unless contested by the other side, in which case, the Parties will attempt to reach agreement on the translation (including, if needed, through the introduction of certified translations).

5. Document Production

- 5.1. When considering matters of evidence, the Tribunal may use, but shall not be bound by, the Rules on the Taking of Evidence in International Arbitration issued by the International Bar Association in 2010 (the "**IBA Rules**").
- 5.2. The Tribunal may, at all times on its own initiative, or upon a specific and precise motion made by a Party in accordance with the applicable Procedural Timetable, direct one side to produce to the other side and, if appropriate, to file with the Tribunal any documentary evidence in its possession, custody or control, which the Tribunal may deem relevant, also taking into consideration the Parties' burden of proof and all other applicable legal standards, provisions, and doctrines.

- 5.3. Requests for the production of documents shall be in writing and set forth reasons for the request in respect of each document or class of documents requested. Unless the requested Party objects to production, it shall produce the requested documents within the time limit set in the Procedural Timetable.
- 5.4. If the requested Party objects to production, the following procedure shall apply:
 - 5.4.1 The requested Party shall submit a response stating which documents or classes of document it objects to producing. The response shall state the reasons for each objection and shall indicate the documents, if any, that the Party would be prepared to produce instead of those requested.
 - 5.4.2 The requesting Party shall respond to the other Party's objection, indicating, with reasons, whether it disputes the objection.
 - 5.4.3 The Parties shall seek agreement on production requests to the greatest extent possible.
 - 5.4.4 To the extent that agreement cannot be reached between the requesting and the requested Party, the Parties shall jointly submit all outstanding requests to the Tribunal for decision. All other correspondence or documents exchanged in the course of this process shall not be copied to the Tribunal.
 - 5.4.5 Document production requests submitted to the Tribunal for decision must be in the form of a "Redfern Schedule" (Annex 2), detailing (i) each document requested with sufficient specificity to identify it, or each narrow and specific category of documents requested, that are reasonably believed to exist, including a description thereof in sufficient detail; (ii) their relevance and materiality according to the requesting Party; (iii) the reasoned objection to the request by the objecting Party; and (iv) a brief response to the objection to document production request by the requesting Party.
 - 5.4.6 The Tribunal shall rule on any such application and may for this purpose refer to the IBA Rules. Documents ordered by the Tribunal to be disclosed shall be produced within the time limit set by it.
 - 5.4.7 Should a Party fail to produce documents as ordered by the Tribunal, the Tribunal shall draw the inferences it deems appropriate, taking into consideration all relevant circumstances.
- 5.5. Documents produced according to the above procedure shall not be considered on record unless and until a Party subsequently submits them in accordance with the Procedural Timetable.

6. Witnesses and Experts

Witnesses

- 6.1. The Parties shall submit signed witness statements as they consider necessary for the presentation of their case in accordance with the provisions set out above.
- 6.2. Each witness statement shall:
 - 6.2.1 contain the name and address of the witness, his or her relationship to any of the Parties (past and present, if any) and a description of his or her qualifications, where appropriate;
 - 6.2.2 include a small colour photo of the witness on the cover page;
 - 6.2.3 contain a full and detailed description of the facts, and the source of the witness' information as to those facts, sufficient to serve as that witness' evidence in the matter in dispute;
 - 6.2.4 indicate whether and by whom the witness has been assisted in preparing the statement;
 - 6.2.5 contain an affirmation of the truth of the statement; and
 - 6.2.6 be signed by the witness and give the date and place of signature.

Experts

- 6.3. The submissions referred to in Section 4 of this Order may include any expert report or testimony that the Parties deem necessary.
- 6.4. Each expert report shall contain:
 - 6.4.1. the full name and address of the Party-appointed expert, a statement regarding his or her present and past relationship (if any) with any of the Parties, their legal advisors and the Tribunal, and a description of his or her background, qualifications, training and experience;
 - 6.4.2. a small colour photo of the expert on the cover page;
 - 6.4.3. a description of the instructions pursuant to which he or she is providing his or her opinions and conclusions;
 - 6.4.4. a statement of his or her independence from the Parties, their legal advisors and the Tribunal;

- 6.4.5. a statement of the facts on which he or she is basing his or her expert opinions and conclusions;
 - 6.4.6. his or her expert opinions and conclusions, including a description of the methods, evidence and information used in arriving at the conclusions;
 - 6.4.7. citations to all documents relied upon;
 - 6.4.8. an affirmation of his or her genuine belief in the opinions expressed in the expert report;
 - 6.4.9. the signature of the expert and its date and place; and,
 - 6.4.10. if the expert report has been signed by more than one person, an attribution of the entirety or specific parts of the expert report to each author, respectively.
- 6.5. If the Procedural Timetable in Annex 2 is adopted, the experts are to meet without prejudice and are to continue to meet as often as may be necessary to produce the joint statements referred to in paragraph 6.6 below, in accordance with the Procedural Timetable.
- 6.6. All discussions held between the experts with a view to producing joint statements shall be without prejudice and shall not be referred to in the proceedings. The participants in any such discussions shall be limited to the experts themselves and (at their respective discretions) their assistants. The joint statements should set out the matters on which the experts have been able to agree, and those on which they disagree, and summarise their respective positions on the matters on which they disagree.
- 6.7. The Tribunal shall be entitled to order, in the light of any expert reports, in consultation with the Parties, the simultaneous testimony of any experts at the hearing (expert conferencing), or the appointment of a Tribunal expert. The expenses related to any Tribunal-appointed expert shall be shared equally by both sides, subject to the Tribunal's allocation, if any, of such expenses in an award.

Common provisions to witnesses and experts

- 6.8. A Party may request the presence of any witness or expert at the hearing for cross-examination. The fact that a Party does not request the presence of a witness or expert for cross-examination does not mean that it accepts the content of that witness' statement or expert's report submitted by the other side.
- 6.9. The Tribunal may require the presence of any witness or expert for examination at the hearing.

- 6.10. By the date set forth in the Procedural Timetable, each Party shall notify the other side, with a copy to the Tribunal, of the names of the witnesses and experts of the other side whom that Party wishes to cross-examine at the hearing.
- 6.11. If the Tribunal requires the presence of a witness or expert at the hearing for examination, it shall so inform the Parties by the date set forth in the Procedural Timetable.
- 6.12. Each Party shall be responsible for ensuring the presence of its witnesses and experts if they are to appear for examination at the hearing.
- 6.13. The Tribunal shall, in its discretion, be entitled to disregard a written witness statement or expert report or to draw any inferences or attach whatever weight to the contents of that witness statement or expert report as it may deem appropriate if a witness or expert fails to testify, or if any Party fails to cooperate in ensuring that a witness or expert testifies.
- 6.14. During the hearing, the examination of the witnesses and experts shall proceed as follows:
 - 6.14.1 the Presiding Arbitrator shall administer to the witness or expert, as applicable, any oath or declaration required under the applicable law or as it deems appropriate;
 - 6.14.2 the Party presenting a witness may carry out a brief direct examination limited to new matters arising since that witness submitted his or her statement;
 - 6.14.3 the Party presenting an expert may carry out a brief direct examination limited to allowing the expert to briefly summarize his or her opinion and to making any amendments or corrections to his or her written testimony;
 - 6.14.4 following direct examination, the opposing side shall be entitled to cross-examine the witness or expert, as the case may be;
 - 6.14.5 the Party presenting the witness or expert shall then be entitled to redirect any questions to the witness or expert solely in relation to matters raised in cross-examination or in questions from the Tribunal;
 - 6.14.6 there shall be no further examination of witnesses by the Parties; re-cross-examination is thus impermissible;
 - 6.14.7 the Tribunal shall be entitled to examine the witness or expert at any time before, during, or after examination by any of the Parties; and
 - 6.14.8 the Tribunal may, at its discretion, authorize a departure from the above procedure for the presentation of oral testimony.

- 6.15. The Tribunal shall, at all times, have unfettered discretion over the conduct of witness or expert examination. The Tribunal has the right, among others, to:
- 6.15.1 reject the need for witness evidence should it consider that the facts to be corroborated by the witness evidence have already been proven, or are irrelevant;
 - 6.15.2 limit or preclude a Party's right to cross-examine a witness in the event that a particular matter or issue is deemed to have been sufficiently covered by other evidence, including witness evidence, or to be irrelevant; and
 - 6.15.3 order a witness or expert to testify again in order to answer any questions the Tribunal may deem appropriate.
- 6.16. During the hearing, oral testimony provided in a language other than English shall be sequentially interpreted into English. If, in accordance with paragraph 3.1 above, the Tribunal has ordered that the arbitration shall be conducted in more than one language, oral testimony shall be simultaneously interpreted into all languages of the arbitration. The cost of such interpretation shall be shared equally between the Parties, subject to the appropriate allocation of such cost in an award.
- 6.17. Each Party shall cover the costs of appearance of its own witnesses and experts. The Tribunal shall decide upon the appropriate allocation of such costs in an award, if requested by either side.

7. Pre-Hearing Matters

Hearing Schedule

- 7.1. On or before the date in the Procedural Timetable, the Parties shall submit to the Tribunal an agreed draft hearing schedule.

Chronology of Events

- 7.2. On or before the date in the Procedural Timetable, the Parties shall submit an agreed chronology outlining the key events leading up to this arbitration. If parts of the chronology cannot be agreed, reasons for the Parties' disagreement should be noted on the document.

List of Issues

- 7.3. On or before the date in the Procedural Timetable, the Parties shall submit an agreed list of issues. If the parties cannot agree on the list of issues, each side shall provide its own list of issues.

Index to the Agreed Bundle of Documents

- 7.4. On or before the date in the Procedural Timetable, the Parties shall submit a draft index to the Agreed Bundle of Documents for the hearing to the Tribunal. The Parties should identify which parts of the draft index are agreed and which are disputed. The Tribunal will rule upon the disputed elements, if any, of the draft index.

Attendance at Hearing of Witnesses and Experts

- 7.5. As specified in section 6.8 above, the Parties and the Tribunal shall indicate by the applicable date provided for in the Procedural Timetable any witnesses or experts that are required to attend the Hearing.
- 7.6. If a witness or expert is not required to attend a hearing for questioning, the Tribunal may accept the signed statements as admissible evidence with the relevance, materiality and weight to be determined in its discretion. No such witness may be called at a hearing without the consent of the Tribunal.
- 7.7. If in extraordinary circumstances a witness or expert is unable to attend the hearing, but is able to testify via video-conference instead of appearing in person, the corresponding Party may apply to the Tribunal for an order allowing testimony via video-conference and provide the reasons for the witness' or expert's inability to appear in person.
- 7.8. Likewise, if any witness or expert requires an interpreter, the Party calling that witness or expert must apply to the Tribunal no later than one week before the pre-hearing telephone conference. Where oral evidence is to be given by a witness or expert in a language other than English, the Party calling the witness or expert in question shall make arrangements for sequential interpretation into English to the satisfaction of the Tribunal. If, in accordance with paragraph 3.1 above, the Tribunal has ordered that the arbitration shall be conducted in more than one language, oral testimony shall be simultaneously interpreted into all languages of the arbitration. The cost of such interpretation shall be shared equally between the Parties, subject to the appropriate allocation of such cost in an award.

Transcript

- 7.9. A live note transcript shall be made of each hearing day and made available to the Parties and the Tribunal at the end of each hearing day. The Registry shall arrange a transcription service at the hearing. The costs of the recording, and of any transcription of the hearing shall be borne equally by both sides, without prejudice to the decision of the Tribunal as to which Party shall ultimately bear these costs and to what extent.

Pre-Hearing Telephone Conference

- 7.10. On or about the date in the Procedural Timetable, the Tribunal will convene a pre-hearing telephone conference call with the Parties to discuss the logistical details for the hearing

and to resolving any outstanding procedural disputes. The pre-hearing conference will take place at a date to be fixed by the Tribunal in consultation with the Parties.

8. Agreed Bundle of Documents

- 8.1. The Parties are to provide the Agreed Bundle of Documents to the Tribunal on or before the date in the Procedural Timetable. The Agreed Bundle of Documents shall take the form of A5 hard-copies and PDF electronic copies as set out below.
- 8.2. The Parties shall produce an indexed, paginated and double-sided A5 bundle containing the following documents:
 - 8.2.1. one folder containing the key exhibits in this arbitration, as agreed between the Parties (“Core Bundle”);
 - 8.2.2. the written pleadings as revised under paragraph 7.6 below (“Bundle A”);
 - 8.2.3. the witness statements and expert reports as revised under paragraph 7.6 below (“Bundle B”);
 - 8.2.4. all exhibits that will be relied upon by either or both of the Parties, organised chronologically (“Bundle C”);
 - 8.2.5. all legal authorities that will be relied upon by either or both of the Parties (“Bundle D”); and
 - 8.2.6. applications and Procedural Orders (“Bundle E”).
- 8.3. The Parties shall also produce a consolidated USB flash drive (or hard-drive) of the Agreed Bundle of Documents containing the same.
- 8.4. The Agreed Bundle of Documents shall be produced to the Tribunal by consent on the basis that production extends only to proof of authenticity and is not to be taken as an admission by any Party of the relevance or the truth of the contents of those documents, save that the Agreed Bundle of Documents shall be produced to the Tribunal on the basis that each document in it:
 - 8.4.1. is what it purports to be;
 - 8.4.2. was signed by any purported signatory shown on its face;
 - 8.4.3. was sent by the purported author and/or received by any purported addressee shown on its face; and
 - 8.4.4. if a copy, is a true copy of the original.

- 8.5. If there are any documents in respect of which authenticity is disputed or challenged, the originals of such documents shall be produced and included in a separate bundle, and the Tribunal will rule on them at the hearing.
- 8.6. The Parties shall produce revised unsigned copies of all pleadings, witness statements, and expert reports which shall include relevant document references from the Agreed Bundle of Documents, as well as the original document reference. The Claimant will prepare and produce the Agreed Bundle of Documents.

9. Pre-Hearing Submissions

- 9.1. If the Respondent does not participate in these proceedings, the Procedural Timetable to be followed in Annex 1 does not require Pre-Hearing Submissions to be filed.
- 9.2. In the event that the Procedural Timetable in Annex 2 is adopted in accordance with paragraph 2.4 above, the Parties shall file and serve their Pre-Hearing Submissions on or before the date in the Procedural Timetable. The Pre-Hearing Submissions should include a precise statement of the relief claimed by the Party and an updated quantification of the Party's financial claim, where relevant.
- 9.3. The Pre-Hearing Submissions filed by each Party shall not exceed 50 pages in length.

10. Hearing

Hearing Dates and Venue

- 10.1. The hearing(s) shall take place in accordance with the Procedural Timetable.
- 10.2. Hearings shall take place in Paris unless the Parties suggest otherwise, in which case the Tribunal shall determine the alternative location of the hearing in consultation with the Parties.

Format of the Hearing

- 10.3. Subject to the need for some flexibility (for example to accommodate the convenience of a witness), the daily sitting hours shall be from **10:00 am until 5:00 pm** with a one hour adjournment for lunch. There will be a morning break and an afternoon break of fifteen (15) minutes each.
- 10.4. The procedure of the hearings shall be in accordance with the hearing schedule referred to at paragraph 7.1 above.

Demonstrative Exhibits

- 10.5. No new documents may be presented at the hearings, unless agreed by the Parties or authorised by the Tribunal. However, demonstrative exhibits may be shown using documents submitted earlier in accordance with this procedural order provided they are made available to all Parties at least one week in advance, or as otherwise directed by the Tribunal.

Closing Submissions

- 10.6. The Parties reserve their rights with respect to whether or not oral closing submissions would be appropriate and will address that issue in their draft hearing schedules.

Post-hearing submissions

- 10.7. At the end of the hearing or shortly thereafter, the Tribunal, in consultation with the Parties, shall decide whether post-hearing submissions are necessary. In such case, it will set a deadline for simultaneous submissions and provide any additional rules or guidelines.

11. General Procedural Rules

- 11.1. Correspondence between the Parties and the Tribunal shall be confined to requests for rulings and administrative matters. Argumentation shall be reserved for written submissions lodged in relation to issues under consideration by the Tribunal or for hearings before the Tribunal.
- 11.2. This Procedural Order No. 1, and any other Procedural Order, may be amended or supplemented, and the procedures for the conduct of this arbitration modified, pursuant to such further directions or Procedural Orders as the Tribunal may issue.
- 11.3. Routine, administrative or procedural correspondence or requests shall be communicated or submitted by email.

12. Duty to Assist the Tribunal

- 12.1. The Parties accept that they have a duty to assist the Tribunal and they agree that the Tribunal may direct any Party to do all such things during the arbitral proceedings as may reasonably be needed to enable an Award to be made properly, fairly and efficiently.

[signature page follows]

Date: 19 August 2016

Place of Arbitration: Paris

A handwritten signature in blue ink, appearing to read 'D.A.R. Williams', with a horizontal line underneath it.

On behalf of the Tribunal
Mr. David A.R. Williams QC
Presiding Arbitrator

Annex 1: Procedural Timetable if the Russian Federation fails to participate in the proceedings pursuant to Article 2 of this Procedural Order

Date	Party	Submission/Event
26 August 2016	Claimant	Statement of Claim
30 September	Respondent	Deadline to indicate whether the Russian Federation will file a Statement of Defence or any objections to jurisdiction or admissibility
1 October 2016	Tribunal	Formal Notice to the Russian Federation that proceedings will be conducted in accordance with the procedural schedule set out in Annex 1 of Procedural Order No. 1
27 February 2017	Parties	Parties to submit proposals on pre-hearing matters, including: <ul style="list-style-type: none"> – Chronology of events – List of issues – Index to the Bundle of Documents
6 March 2017	All	Notification of witnesses and experts required for examination at the hearing
Week beginning 6 March 2017	All	Pre-hearing telephone conference
15 March 2017	Claimant	Production of Hearing Bundles
27-29 March 2017	All	Hearing on jurisdiction, admissibility and merits

Annex 2: Procedural Timetable if the Russian Federation participates in the proceedings pursuant to Article 2 of this Procedural Order

Date	Party	Submission/Event
26 August 2016	Claimant	Statement of Claim
26 October 2016 + 3 months	Respondent	Statement of Defence and any Objection to Jurisdiction and/or Admissibility
1 November 2016	Parties	Requests for production of documents
14 November 2016 + 14 days	Parties	Production of requested documents or submission of objections to requests for document production
28 November 2016 + 14 days	Parties	Comments on the other side's objections/reasons for non-production
12 December 2016 + 14 days	Tribunal	Decision on document production
12 March 2017 + 3 months	Claimant	Reply
12 June 2017 + 3 months	Respondent	Rejoinder
TBD	Parties	Experts to meet and produce joint statement (if necessary)
28 days prior to	Parties	Parties to submit agreed or separate proposals on pre-hearing matters, including: <ul style="list-style-type: none"> – Chronology of events – List of issues

		– Index to the Agreed Bundle of Documents
21 days prior to hearing	Parties	Notification of witnesses and experts required for cross-examination at the hearing
21 days prior to hearing	Tribunal	Notification of witnesses and experts required for examination at the hearing
14 days prior to hearing	All	Pre-hearing telephone conference
14 days prior to hearing	Claimant	Production of Agreed Hearing Bundles
14 days prior to hearing	Parties	Pre-Hearing Submissions
TBD	All	Hearing on jurisdiction, admissibility and merits

Annex 2: Model of Redfern Schedule for Document Production Requests

No.	Documents or category of documents requested (Requesting Party)	Relevance and materiality, incl. references to submission (Requesting Party)	Response/reasoned objections to document production request (Objecting Party)	Comments on objections to document production request (Requesting Party)	Decision (Tribunal)