

**PCA Case No. 2017-06**

**IN THE MATTER OF AN ARBITRATION**

**- before -**

**AN ARBITRAL TRIBUNAL CONSTITUTED UNDER ANNEX VII  
TO THE 1982 UNITED NATIONS CONVENTION ON THE LAW OF THE SEA**

**- between -**

**UKRAINE**

**(APPLICANT)**

**- and -**

**THE RUSSIAN FEDERATION**

**(RESPONDENT)**

**- in respect of a -**

**Dispute Concerning Coastal State Rights in the Black Sea, Sea of Azov, and Kerch Strait**

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**RULES OF PROCEDURE**

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**ARBITRAL TRIBUNAL:**

**Judge Jin-Hyun Paik (President)**

**Judge Boualem Bougetaia**

**Judge Alonso Gómez-Robledo**

**Judge Vladimir Golitsyn**

**Professor Vaughan Lowe**

**REGISTRY:**

**The Permanent Court of Arbitration**

**WHEREAS** Ukraine and the Russian Federation are parties to the 1982 United Nations Convention on the Law of the Sea (“UNCLOS” or the “Convention”);

**WHEREAS** Article 286 of the Convention provides that “[s]ubject to section 3, any dispute concerning the interpretation or application of this Convention shall, where no settlement has been reached by recourse to section 1, be submitted at the request of any party to the dispute to the court or tribunal having jurisdiction under this section”;

**WHEREAS** upon ratification of the Convention on 26 July 1999, Ukraine made a declaration pursuant to Article 287 of the Convention accepting the jurisdiction of an arbitral tribunal constituted in accordance with Annex VII to the Convention, subject to certain reservations;

**WHEREAS** upon signing of the Convention on 10 December 1982, to which the Russian Federation is a Party as the State continuing the legal personality of the Union of the Soviet Socialist Republics, the Union of Soviet Socialist Republics made a declaration pursuant to Article 287 of the Convention accepting the jurisdiction of an arbitral tribunal constituted in accordance with Annex VII to the Convention, subject to certain reservations;

**WHEREAS** Annex VII, Article 1, to the Convention provides that “[s]ubject to the provisions of Part XV, any Party to a dispute may submit the dispute to the arbitral procedure provided for in this Annex by written notification addressed to the other party or parties to the dispute. The notification shall be accompanied by a statement of claim and the grounds on which it is based”;

**WHEREAS** Ukraine has invoked Article 287 of the Convention and Annex VII, Article 1, to the Convention in a “Notification under Article 287 and Annex VII, Article 1 of UNCLOS and Statement of Claim and Grounds on which it is Based”, dated 14 September 2016 and served on the Russian Federation on 16 September 2016 (“Notification and Statement of Claim”); and whereas in the Notification and Statement of Claim, Ukraine refers to “a dispute concerning coastal state rights in the Black Sea, Sea of Azov and Kerch Strait”;

**WHEREAS** Annex VII, Article 5, to the Convention provides that “[u]nless the parties to the dispute otherwise agree, the arbitral tribunal shall determine its own procedure, assuring to each party a full opportunity to be heard and to present its case”;

**WHEREAS** on 12 May 2017, a first procedural meeting with the Parties was held at the premises of the Permanent Court of Arbitration (“PCA”) at the Peace Palace in The Hague; and whereas, at that meeting, the procedure to be followed in the arbitration was considered;

**NOW, THEREFORE**, taking account of the discussion at the first procedural meeting, the Arbitral Tribunal, with the concurrence of the Parties, adopts the following Rules of Procedure (“Rules”) for the arbitration:

## **SECTION I. INTRODUCTION**

### **Scope of Application**

#### *Article 1*

1. The Arbitral Tribunal shall function in accordance with these Rules and the relevant provisions of the Convention, including Annex VII to the Convention. These Rules are subject to such modification or additions as the Arbitral Tribunal may determine after ascertaining the views of the Parties.

2. To the extent that any question of procedure is not expressly governed by these Rules or by Annex VII to the Convention or other provisions of the Convention, the question shall be decided by the Arbitral Tribunal after ascertaining the views of the Parties.
3. The PCA shall serve as the Registry (the “Registry”) and shall take charge of the archives of the arbitration proceedings.

### **Notice and 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 by the Arbitral Tribunal when it has been delivered to the Registry, and by a Party when it has been delivered to the agent of that Party, appointed pursuant to Article 4 herein.
2. 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 is received. If the last day of such period is an official holiday or a non-work day in the State of the Party concerned or in the Netherlands, 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.
3. Unless otherwise provided, all time limits expire at midnight in the Netherlands on the relevant date.

### **Commencement of the Proceedings**

#### *Article 3*

The proceedings were instituted on 16 September 2016, when Ukraine served on the Russian Federation the Notification and Statement of Claim under Annex VII to the Convention.

### **Representation and Assistance**

#### *Article 4*

Each Party shall be represented by an agent and, if it so decides, one or more co-agents. The Parties may also be assisted 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.

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

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

#### *Article 5*

The Arbitral Tribunal consists of five members, appointed in accordance with Annex VII, Article 3, to the Convention.

## **Replacement of an Arbitrator**

### *Article 6*

1. In the event of withdrawal, incapacity or death of an arbitrator during the course of the proceedings, the vacancy shall be filled in the manner prescribed for the initial appointment of the arbitrator in question in Annex VII, Article 3, to the Convention, with the understanding that the time periods stipulated in that Article should be thirty (30) days if possible, but not more than sixty (60) days from the date of notification to the Parties of the withdrawal, incapacity or death of the arbitrator.
2. In the event that an arbitrator is replaced in accordance with paragraph 1, the proceedings shall resume at the stage where the replaced arbitrator ceased to perform his or her functions, unless the Arbitral Tribunal decides otherwise.

## **SECTION III. ARBITRAL PROCEEDINGS**

### **General Provisions**

#### *Article 7*

1. Subject to the provisions of the Convention, including Annex VII, 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 to be heard and to present its case.
2. Subject to these Rules, the Parties shall facilitate the work of the Arbitral Tribunal in accordance with Annex VII, Article 6, to the Convention.

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

#### *Article 8*

1. The place of any hearings in this arbitration shall be The Hague, the Netherlands unless decided otherwise by the Arbitral Tribunal after ascertaining the views of the Parties.
2. The Arbitral Tribunal may hold meetings at any place it deems appropriate.

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

#### *Article 9*

1. The language of the arbitration is English. Accordingly, 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.
2. Any pleadings or correspondence from the Parties shall be communicated in English, subject to paragraph 3. Any 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 are not required, unless requested by the Arbitral Tribunal or a Party or 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 filing of the original text may be limited to the portions that are translated, unless either the Arbitral Tribunal or a Party requests the filing of the full document. A full translation shall be provided if the Arbitral Tribunal so requests, including on application by the other Party.

3. The Parties' pleadings, as well as any correspondence that is not merely organizational in nature, shall be accompanied by a French courtesy translation as provided for in Article 14, paragraph 4 of these Rules. Evidence (Article 14, paragraph 1) and legal authorities (Article 14, paragraph 2) need not be translated into French.
4. The Registry shall make provision for simultaneous interpretation into the French language during hearings and deliberations.

### **Objections to the Jurisdiction and/or Admissibility**

#### *Article 10*

1. Pursuant to Article 288, paragraph 4, of the Convention, the Arbitral Tribunal shall have the power to rule on objections to its jurisdiction or to the admissibility of the Notification and Statement of Claim or of any claim made in the proceedings.
2. A plea that the Arbitral Tribunal does not have jurisdiction, or that the Notification and Statement of Claim or a claim made in the pleadings is inadmissible, shall be raised, in writing, as soon as possible but not later than three (3) months after the date of the delivery of the Memorial pursuant to Article 13, paragraph 1, if the Russian Federation requests that the objection/s be addressed as a preliminary matter ("Preliminary Objection").
3. Any Preliminary Objection shall set out the facts and the law on which the Objection is based, as well as the submissions.
4. The Arbitral Tribunal shall rule on any Preliminary Objection in a preliminary phase of the proceedings, unless the Arbitral Tribunal determines, after ascertaining the views of the Parties, that such Objection does not possess an exclusively preliminary character and should be ruled upon in conjunction with the merits.
5. In the event that some or all of the Preliminary Objection(s) are addressed in a preliminary phase, the proceedings on the merits shall be suspended and the President of the Arbitral Tribunal, after ascertaining the views of the Parties, shall fix a time-limit not exceeding three (3) months within which Ukraine may present its written observations and submissions. The President shall fix a further time-limit not exceeding two (2) months from the receipt of Ukraine's observations and submissions within which the Russian Federation may submit its Reply, and the same time-limit from the receipt of the Russian Federation's Reply within which Ukraine may submit its Rejoinder.
6. Unless the Arbitral Tribunal decides otherwise after ascertaining the views of the Parties, the further proceedings shall be oral.
7. The written observations and submissions referred to in paragraph 5, and the statements and evidence presented at the hearings contemplated by paragraph 6, shall be confined to those matters which are relevant to the Preliminary Objection. Whenever necessary, however, the Arbitral Tribunal may request the Parties to argue all questions of law and fact and to adduce all evidence bearing on the issue.

8. The Arbitral Tribunal shall give its decision in the form of an award, by which it shall uphold the objection or reject it or declare that the objection does not possess, in the circumstances of the case, an exclusively preliminary character. If the Arbitral Tribunal rejects the objection or declares that it does not possess an exclusively preliminary character, it shall fix time-limits for the further proceedings.
9. The Arbitral Tribunal shall give effect to any agreement between the Parties that an objection submitted under paragraph 2 be heard and determined within the framework of the merits.

## **Counter-Claims**

### *Article 11*

1. The Russian Federation may present a counter-claim provided that it is directly connected with the subject-matter of the claim of Ukraine and that it comes within the jurisdiction of the Arbitral Tribunal.
2. A counter-claim shall be made in the Counter-Memorial of the Russian Federation and shall appear as part of its submissions.
3. In the event of doubt on the part of the Arbitral Tribunal or Ukraine as to the connection between the question presented by way of counter-claim and the subject-matter of the claim of Ukraine, the Arbitral Tribunal shall, after hearing the Parties, decide whether or not the question thus presented shall be joined to the original proceedings.

## **Provisional Measures**

### *Article 12*

1. A Party may submit a request for the prescription of provisional measures under Article 290, paragraph 1, of the Convention at any time during the course of the proceedings. The request shall be in writing and specify the measures requested, the reasons therefor and the possible consequences, if it is not granted, for the preservation of the respective rights of the Parties or for the prevention of serious harm to the marine environment. The evidence relied on in support of such request shall be attached to the request.
2. The Arbitral Tribunal, or the President if the Arbitral Tribunal is not sitting, shall fix the earliest possible date for a hearing.
3. The Arbitral Tribunal may prescribe measures different in whole or in part from those requested and indicate the Parties which are to take or to comply with each measure.
4. A Party may request in writing the modification or revocation of provisional measures. Before taking any decision on the request, the Arbitral Tribunal shall afford the Parties an opportunity of presenting their observations on the subject. Upon receipt of such a request the Arbitral Tribunal may decide to modify, suspend or terminate a provisional measure it has granted.
5. The Arbitral Tribunal may require any Party promptly to disclose any material change in the circumstances on the basis of which the provisional measure was requested or granted.

## **Timetable and Form of Written Pleadings**

### *Article 13*

1. On or before 19 February 2018, Ukraine shall submit a Memorial containing: a statement of any facts on which Ukraine relies; a statement of law; and the submissions of Ukraine.
2. The following procedural timetable shall apply if no Preliminary Objection to the jurisdiction of the Arbitral Tribunal or the admissibility of the Notification and Statement of Claim is raised by the Russian Federation, or in the event that the Parties agree that an objection to jurisdiction or admissibility should not be addressed as a preliminary matter:
  - a. On or before 19 November 2018, the Russian Federation shall submit a Counter-Memorial containing: any objections to jurisdiction and/or admissibility that the Russian Federation may wish to raise; an admission or denial of any facts alleged in the Memorial and a statement of any additional facts on which the Russian Federation relies; observations concerning the statement of law in the Memorial and the Russian Federation's statement of law in answer thereto; any counter-claim; and the submissions of the Russian Federation.
  - b. On or before 19 April 2019, Ukraine may submit a Reply, including a Response to any objections to jurisdiction and/or admissibility and to any counter-claim raised by the Russian Federation pursuant to paragraph 2, subparagraph (a).
  - c. On or before 19 September 2019, the Russian Federation may submit a Rejoinder, including a Reply to any Response on jurisdiction and/or admissibility and on any counter-claim submitted by Ukraine pursuant to paragraph 2, subparagraph (b).
  - d. In the event that the Russian Federation has raised objections to jurisdiction and/or admissibility, or in the event that counter-claims are admitted, on or before 19 December 2019, Ukraine may submit a Rejoinder to any Reply on jurisdiction and/or admissibility and on any counter-claim submitted by the Russian Federation pursuant to paragraph 2, subparagraph (c).
3. The Arbitral Tribunal shall decide which further written statements, if any, shall be required from the Parties or may be presented by them and shall fix the periods of time for communicating such statements.
4. The Arbitral Tribunal may, after ascertaining the views of the Parties, extend or abridge any period of time prescribed under these Rules or agreed by the Parties, including the time periods set out in the preceding paragraphs.
5. During the course of the arbitral proceedings, either Party may, if given leave by the Arbitral Tribunal to do so, amend or supplement its claim or defence. A claim may not be amended or supplemented in such a manner that it falls outside the scope of the dispute submitted in the Notification and Statement of Claim as may be determined by the Arbitral Tribunal.

### *Article 14*

1. The Parties shall submit together with their written pleadings all documentary, witness, expert and other evidence upon which they intend to rely.
2. The Parties shall also append electronic copies of legal authorities (such as treaties, laws, decrees, or judicial decisions) cited in their written pleadings, unless the authority is readily available free of

charge from a public source identified by the Party submitting the document. In the event that the Arbitral Tribunal or the opposing Party require access to any legal authorities that have not initially been provided, the submitting Party shall provide such authorities within five (5) days of the request.

3. On the due date fixed by the Arbitral Tribunal, the submitting Party shall submit the main text of its written pleadings by electronic mail to the Registry, which shall communicate it to the Arbitral Tribunal and simultaneously to the Agents and Counsel for the other Party. Within three (3) days, the submitting Party shall send twenty (20) paper copies and twenty (20) USB flash drives of its written pleadings to the Registry, for onward transmittal to the other Party and the Arbitral Tribunal. The USB flash drives or the files contained on them shall not be password-protected, and all files contained on the USB flash drives shall be in Adobe PDF file format. Ten (10) paper copies and ten (10) USB flash drives shall be transmitted by the Registry to the other Party as soon as possible.
4. Courtesy translations into the French language of the Parties' written pleadings pursuant to Article 9, paragraph 3, shall be submitted no later than three (3) weeks after the submission of such pleadings. Such courtesy translations shall be submitted by electronic mail. In addition, the submitting Party shall deliver three (3) paper copies to the Registry.

## **Evidence**

### *Article 15*

1. Each Party shall have the burden of proving the facts relied on to support its claim or defence. The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence adduced.
2. Each document submitted to the Arbitral Tribunal shall be given an exhibit number (for Ukraine's documents, UA-1, UA-2, etc., for evidence and UAL-1, UAL-2, etc., for legal authorities; for the Russian Federation's documents, RU-1, RU-2, etc., for evidence and RUL-1, RUL-2, etc., for legal authorities); and each page of each document shall be numbered. In so far as is possible, all documentary evidence shall be submitted in the first round of written pleadings. Hyperlinked indexes of documentary annexes should be provided.
3. Each document shall also be provided electronically. In this regard, each document shall be saved under a separate file name containing its document number.
4. At any time during the arbitral proceedings, and after ascertaining the views of the Parties, 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.
5. 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, including expert witnesses, must be presented in writing and signed by them.
6. The Arbitral Tribunal may take all appropriate measures in order to establish the facts.



## **Hearings**

### *Article 16*

1. There shall be hearings at which the Parties will 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 in good time, after ascertaining the views of the Parties. The Arbitral Tribunal shall give the Parties adequate advance notice of the date, time and place of any oral hearing.
3. If witnesses, including expert witnesses, are to be heard, they shall be subject to direct examination by the Party presenting the witness or expert. All witnesses of a Party shall be subject to cross-examination by the other Party upon notification pursuant to paragraph 4. Save with the leave of the Arbitral Tribunal on application by a Party, no witness may be heard unless he or she has provided a written report or witness statement, as applicable, which shall stand as his or her evidence in chief.
4. Each Party shall notify the Arbitral Tribunal of the names and addresses of the witnesses it intends to present for direct examination as well as the subject upon which and the languages in which such witnesses will give their testimony. Each Party shall communicate an initial notification to that effect at least forty-five (45) days before the hearing and a final notification at least thirty (30) days before the hearing. Within ten (10) days of the final notification, a Party wishing to cross-examine a witness or witnesses of the other Party whose presence has not been notified in accordance with the procedure just noted shall communicate the name or names of such additional witness or witnesses.
5. The Arbitral Tribunal may require the retirement or presence of any witness or witnesses, including expert witnesses, during the testimony of other witnesses. Taking account of the views of the Parties, the Arbitral Tribunal shall determine the manner in which witnesses are to be examined.
6. Where a language other than English is to be used by a witness, the necessary arrangements for interpretation into English and French shall be made by the Registry, at the expense of the Party concerned.
7. The Registry shall make arrangements for a verbatim record of each hearing to be produced.
8. Following the hearing, the Arbitral Tribunal shall decide on the closure of the proceedings. Prior to the issuance of the final award, the Arbitral Tribunal may reopen proceedings if it deems such reopening necessary.

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

### *Article 17*

1. After ascertaining 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 cooperate in pursuance of Annex VII, Article 6, to the Convention with any expert(s) the Arbitral Tribunal has appointed pursuant to this Article. 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 16 shall be applicable to such proceedings.

## **SECTION IV. THE AWARD**

### **Decisions**

#### *Article 18*

1. In accordance with Annex VII, Article 8, to the Convention, any award or other decision of the Arbitral Tribunal shall be made by a majority of the arbitrators.
2. Questions of administration or routine procedure may be decided by the President of the Arbitral Tribunal alone, unless the President wishes to have the opinion of the other members of the Arbitral Tribunal or the Parties request a decision of the Arbitral Tribunal.

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

#### *Article 19*

1. The award of the Arbitral Tribunal shall be rendered and shall have effect in accordance with Annex VII, Articles 10 and 11, to the Convention.
2. In addition to making a final award, the Arbitral Tribunal shall be empowered to make interim, interlocutory, or partial awards.
3. An award shall be signed by the arbitrators. If any arbitrator fails to sign, the award shall state the reason for the absence of the signature.
4. Copies of the award signed by the arbitrators shall be communicated to the Parties by the Registry.

## **Applicable Law**

### *Article 20*

Pursuant to Article 293 of the Convention, the Arbitral Tribunal shall apply the Convention and other rules of international law not incompatible with the Convention.

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

### *Article 21*

If, before an 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 the Parties and accepted by the Arbitral Tribunal, record the settlement in the form of an arbitral award on agreed terms.

## **Interpretation or Implementation of the Award**

### *Article 22*

1. Any request for interpretation of the award or concerning a manner of its implementation in accordance with Annex VII, Article 12, to the Convention shall be made within six (6) months after the receipt of the award by giving notice to the Arbitral Tribunal and the other Party.
2. The decision of the Arbitral Tribunal in respect of a request pursuant to paragraph 1 shall form part of the award, and the provisions of Article 18, paragraph 1, and Article 19 of these Rules shall apply.

## **Correction of the Award**

### *Article 23*

1. Within thirty (30) days after the receipt of the award, either Party, with notice to the other Party and the Registry, 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. If the Arbitral Tribunal considers that the request is justified, it shall make the correction within forty-five (45) days of receipt of the request.
2. The Arbitral Tribunal may within thirty (30) days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of Article 18, paragraph 1, and Article 19 of these Rules shall apply.

## **SECTION V. EXPENSES AND COSTS**

### **Expenses and Costs**

### *Article 24*

1. The expenses of the Arbitral Tribunal, including the remuneration of its members, shall be borne by the Parties in equal shares.

2. The expenses of the Arbitral Tribunal shall be reasonable in amount, taking into account the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.
3. The Registry shall keep a record of all expenses of the Arbitral Tribunal, and shall furnish a final statement thereof to the Parties.

#### *Article 25*

Unless decided otherwise by the Arbitral Tribunal, each Party shall bear its own costs. The Arbitral Tribunal may make an award in respect of the costs incurred by the Parties in presenting their cases, as appropriate.

### **Deposit for Expenses**

#### *Article 26*

1. The Registry may request each Party to deposit an equal amount as an advance for the costs referred to in Article 24. All amounts deposited by the Parties pursuant to this article shall be directed to the Registry, and disbursed by it for such expenses, including, *inter alia*, fees to the arbitrators, and to the Registry.
2. During the course of the proceedings, the Registry or the Arbitral Tribunal may request supplementary deposits from the Parties in respect of the costs referred to in Article 24.
3. If the requested amounts 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 the 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 proceedings or take such other steps as it considers appropriate.
4. After a termination order or final award has been made, the Registry shall render an accounting to the Parties of the amounts received and return any unexpended balance to the Parties, as directed by the Arbitral Tribunal.

## **SECTION VI. TRANSPARENCY**

#### *Article 27*

1. The existence of this arbitration shall be public. The Registry shall identify on the PCA Case Repository the names of the Parties, the members of the Arbitral Tribunal, and the agents and counsel for the Parties. The Parties shall have an opportunity to review the content of any website relating to the case prior to the publication by the Registry.
2. The pleadings 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' pleadings as well as any non-confidential documentary evidence submitted with the pleadings on the PCA Case Repository. The Parties shall refrain from publishing their pleadings 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 Case Repository. 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 to be adopted by the Arbitral Tribunal pursuant to paragraph 7.
5. Any procedural order of the Arbitral Tribunal shall be public and made publicly available on the PCA Case Repository seven 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 in accordance with the procedures to be adopted by the Arbitral Tribunal pursuant to paragraph 7.
6. Any award of the Arbitral Tribunal shall be public and made publicly available on the PCA Case Repository 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 that they request to be redacted, in accordance with the procedures to be adopted by the Arbitral Tribunal pursuant to paragraph 7.
7. The Arbitral Tribunal, after ascertaining the views of the Parties, shall adopt procedures for the protection of confidential information in the present proceedings, including through appropriate arrangements at hearings and through redactions to the Parties' pleadings and documentary evidence, the Arbitral Tribunal's procedural orders and awards, and any hearings transcripts.
8. The Registry, after consultation with the Parties, may issue periodic press releases concerning the status of the proceedings.

Dated: 18 May 2017

For the Arbitral Tribunal:



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**Judge Jin-Hyun Paik**  
President