

PCA Case No. 2023-01

IN THE MATTER OF AN ARBITRATION

-before-

**THE COURT OF ARBITRATION CONSTITUTED
IN ACCORDANCE WITH THE INDUS WATERS TREATY 1960**

-between-

THE ISLAMIC REPUBLIC OF PAKISTAN

-and-

THE REPUBLIC OF INDIA

SUPPLEMENTAL RULES OF PROCEDURE

COURT OF ARBITRATION:

**Professor Sean D. Murphy (Chairman)
Professor Wouter Buytaert
Mr. Jeffrey P. Minear
Judge Awn Shawkat Al-Khasawneh
Dr. Donald Blackmore**

SECRETARIAT:

The Permanent Court of Arbitration

31 March 2023

WHEREAS the Republic of India (**India**) and the Islamic Republic of Pakistan (**Pakistan**) are Parties to the Indus Waters Treaty 1960, signed on 19 September 1960 (the **Treaty**);

WHEREAS Pakistan instituted arbitration proceedings, pursuant to Article IX(5) and paragraph 2(b) of Annexure G to the Treaty, by way of its Request for Arbitration dated 19 August 2016;

WHEREAS in accordance with paragraphs 4 to 9 of Annexure G of the Treaty, a Court of Arbitration (the **Court**) has been constituted, consisting of Professor Sean D. Murphy (Chairman), Professor Wouter Buytaert, and Mr. Jeffrey P. Minear as the three Umpires, and Judge Awn Shawkat Al-Khasawneh and Dr. Donald Blackmore, as the Party-appointed Arbitrators;

WHEREAS the Court takes note of the parallel proceedings before a Neutral Expert pursuant to India's Request for the Appointment of a Neutral Expert dated 4 October 2016 (the **Neutral Expert**);

WHEREAS on 3 February 2023, the Court issued an administrative order setting out the terms of its Members' appointment to the Court (the **Terms of Appointment**);

WHEREAS paragraph 16 of Annexure G of the Treaty provides that "[s]ubject to the provisions of this Treaty and except as the Parties may otherwise agree, the Court shall decide all questions relating to its competence and shall determine its procedure...";

THE COURT, after having sought the views of the Parties, adopts the following Rules of Procedure (the **Rules of Procedure**). These Rules of Procedure supplement and implement those contained in Annexure G to the Treaty.

SECTION I. INTRODUCTION

Scope of Application

Article 1

1. The Court shall function in accordance with the relevant provisions of the Treaty (including its Annexure G), the Terms of Appointment, Procedural Orders made by the Court, and these Rules of Procedure on a supplementary basis.
2. These Rules of Procedure may be modified or further supplemented as the Court determines appropriate, after seeking the views of the Parties on such modifications or additions.
3. To the extent a matter of procedure has not been addressed by the Treaty, the Terms of Appointment, Procedural Orders made by the Court, these Rules of Procedure, or an agreement of the Parties, the Court shall decide the matter after seeking the views of the Parties.

Notice and Calculation of Periods of Time

Article 2

1. Unless otherwise provided, for the purposes of these Rules of Procedure, a notice, including a notification, communication, or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.

2. For the purposes of these Rules of Procedure, a notice is deemed to have been received:
 - (a) by a Party, when it has been delivered to the Agent (or Co-Agent, if nominated) of the Party appointed in accordance with Article 4 of these Rules of Procedure, or if no Agent has been appointed, to an address specifically designated by that Party for that purpose, or an address authorized by the Court;
 - (b) by the Court, when it has been delivered to the Secretariat for onward transmission to the Members of the Court; and
 - (c) by the Secretariat, when it has been delivered to the International Bureau of the Permanent Court of Arbitration (which shall act as the Secretariat further to Article 5(1) of these Rules of Procedure).
3. A notice shall be deemed to have been received on the day it is delivered in accordance with Article 2(2) of these Rules of Procedure. A notice transmitted by electronic means is deemed to have been received on the day it is sent.
4. For the purposes of these Rules of Procedure, a period of time begins to run on the day following the day when a notice is deemed to have been received. If the last day of such period is an official holiday or a non-business day in a State of the Party concerned, or in the Netherlands, the period is extended until the first business day that follows. Official holidays and other non-business days occurring during the running of the period are included in calculating the period.
5. Unless otherwise provided, all time limits expire at midnight in The Hague on the relevant date.

Commencement of Proceedings

Article 3

Having regard to paragraph 3 of Annexure G, these proceedings are deemed to have commenced on 19 August 2016, this being the date on which the Request for Arbitration was received by the other Party.

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 other Party, and to the Secretariat.

Administration of these Proceedings

Article 5

1. The International Bureau of the Permanent Court of Arbitration shall act as the Secretariat in these proceedings.
2. The Secretariat shall act as the channel of communication between the Parties and the Court, and maintain an archive of filings and correspondence.
3. Members of the Secretariat's staff shall act as Registrar and Treasurer for the proceedings.

4. The Secretariat shall establish an electronic repository for the storage of documents related to the proceedings, and shall make the repository accessible to the Parties and the Court.
5. The Secretariat shall provide such other secretarial and/or registry services as the Court shall direct from time to time.

SECTION II. COMPOSITION OF THE COURT

Number and Appointment of Arbitrators

Article 6

The Court consists of five Members who have been appointed in accordance with the provisions of Annexure G to the Treaty.

Article 7

1. The Court may also consist of two further Members appointed in accordance with the provisions of Annexure G. These appointments shall be made no later than 7 days following an (affirmative) decision of the Court on its competence.
2. Hearings conducted by the Court prior to any further appointments shall not be repeated on the basis of the new composition of the Court.
3. Decisions made by the Court prior to any further appointments shall remain effective and shall not be revisited on the basis of the new composition of the Court.

Replacement of an Arbitrator or Umpire

Article 8

1. In the case of death, retirement, withdrawal, or disability from any cause of an Arbitrator or Umpire, their place shall be filled in accordance with paragraph 10 of Annexure G to the Treaty, namely:
 - (a) in respect of an Arbitrator appointed by a Party, their place shall be filled by the Party that appointed them. The Court shall, on request, suspend the proceedings but for not longer than 15 days pending such replacement; and
 - (b) in respect of an Umpire, appointed by a person set out in the list in the Appendix to Annexure G, a new appointment shall be made by a person determined by lot from the appropriate list set out in the Appendix to Annexure G, who shall then be requested to make the necessary selection subject to the provisions of paragraph 7(b)(iii) of Annexure G. Unless the Parties agree otherwise, the Court shall suspend the proceedings pending such replacement.
2. In such an event, the Court may, after seeking the views of the Parties, direct that prior hearings that have not yet resulted in a decision of the Court are to be repeated in whole or in part at its sole discretion.

Challenge of an Arbitrator or Umpire

Article 9

1. When a person is approached in connection with their possible appointment as an Arbitrator or Umpire, they shall disclose any circumstances likely to give rise to justifiable doubts as to their impartiality or independence. An Arbitrator or Umpire, from the time of their appointment and throughout these proceedings, shall without delay disclose any such circumstances to the Parties and the other Members of the Court unless they have already been informed by that Arbitrator or Umpire of these circumstances.
2. An Arbitrator or Umpire may be challenged if circumstances exist that give rise to justifiable doubts as to the Arbitrator or Umpire's impartiality or independence.
3. A Party may challenge an Arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
4. In the event that an Arbitrator or Umpire fails to act or in the event of the *de jure* or *de facto* impossibility of his or her performing their functions (and the Arbitrator or Umpire has not withdrawn pursuant to Article 8 of these Rules of Procedure), the procedure in respect of the challenge of an Arbitrator or Umpire as provided in Article 9(5)-(9) shall apply *mutatis mutandis*.
5. A Party that intends to challenge an Arbitrator or Umpire shall send notice of its challenge within 15 days after it has been notified of the appointment of the challenged Arbitrator or Umpire, or within 15 days after the circumstances mentioned above became known to, or ought to have been known by, that Party.
6. The notice of challenge shall be communicated to the other Party, to the Arbitrator or Umpire who is challenged, and to the other Members of the Court. The notice of challenge shall state the reasons for the challenge.
7. When an Arbitrator or Umpire has been challenged by a Party, the other Party may agree to the challenge. The Arbitrator or Umpire may also, after the challenge, withdraw from their office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In either such event, the Arbitrator or Umpire's place shall be filled in accordance with Article 8 of these Rules of Procedure.
8. If, within 15 days from the date of the notice of challenge, all Parties do not agree to the challenge or the challenged Arbitrator or Umpire does not withdraw, the Party making the challenge may elect to pursue it. In that case, within 30 days from the date of the notice of challenge, it shall request the President of the International Court of Justice to decide on the challenge, provided he or she does not share the nationality of the challenged Arbitrator or Umpire, or of the Parties. Where this proviso is not met, the Party pursuing the challenge shall request the Secretary-General of the PCA to designate another authority of recognized standing in international law, who does not share the nationality of the challenged Arbitrator or Umpire, or of the Parties, to decide the challenge.
9. If a challenge against an Arbitrator or Umpire is upheld, the Arbitrator or Umpire's place shall be filled in accordance with Article 8 of these Rules of Procedure.

SECTION III. THE PROCEEDINGS

General Provisions

Article 10

1. Subject to the Treaty (including its Annexure G), and these Rules of Procedure, the Court may conduct the arbitration in such manner as it considers appropriate, provided that the Parties are treated with equality and that at each stage of the proceedings each Party is given a full opportunity to be heard and to present its case.
2. The Court, in exercising its discretion, shall endeavor to conduct the proceedings in a way that avoids unnecessary delay and expense, and that provides a fair and efficient process for resolving the Parties' dispute.
3. Except as otherwise permitted by the Court, all communications to the Court by one Party shall be communicated simultaneously to the other Party and the Secretariat. The Parties shall not engage in any *ex parte* oral or written communications with any Member of the Court in connection with the subject matter of the arbitration or any procedural issues that are related to the proceedings.
4. For the purpose of Article 10(3) of these Rules of Procedure, a written communication shall not be considered *ex parte* if the Party also sends a copy of the written communication to the other Party. An oral communication shall not be considered *ex parte* if it is made in a meeting, teleconference, videoconference, or hearing of which the other Party has been notified, but in which it has decided not to participate.

Decisions of the Court

Article 11

1. In accordance with paragraph 16 of Annexure G to the Treaty, all decisions of the Court, including on matters of substance and on matters of procedure, shall be by a majority of its Members present and voting. Each Arbitrator and Umpire, including the Chairman, shall have one vote. In the event of an equality of votes, the Chairman shall have a casting vote.
2. The Chairman alone may decide matters of administration or routine procedure, unless a Party requests a decision of the Court.
3. The Parties shall comply with any decision of the Court.

Venue for the Court's Hearings and Other Meetings

Article 12

1. After seeking the views of the Parties, the Chairman shall determine the venue of any hearings.
2. The Court may hold meetings or deliberate at any place that the Court deems appropriate.

Language of the Proceedings

Article 13

1. In accordance with paragraph 17 of Annexure G to the Treaty, the proceedings of the Court shall be in English.
2. Any document submitted in the course of the proceedings that is written in a language other than English shall be accompanied by a translation into English. Translations need not be certified unless the Court, on its own motion or at the request of a Party, directs the submission of a certified translation.
3. If a document is lengthy and relevant only in part, it will be sufficient for the Party submitting the document to provide a translation of the relevant part only, provided that the Court may require a more complete or full translation of the document at the request of a Party or on its own motion.

Publication of Information

Article 14

1. The existence of this arbitration shall be public.
2. The Secretariat shall identify on its website the names of the Parties, the Court, and the Agents and Counsel for the Parties.
3. These Supplemental Rules of Procedure, Procedural Orders made by the Court, substantive decisions, and Awards of the Court shall be public and made publicly available on the website of the Secretariat. Other documents of the Court, including communications by the Court to the Parties, shall remain confidential unless the Court directs otherwise after seeking the views of the Parties.
4. The written submissions of the Parties and their accompanying documents, as well as the transcripts of any hearing or meeting, shall be confidential until at least the close of the hearing to which they relate. Thereafter, the Court may revisit the question of publication after seeking the views of the Parties, and may consider the publication of such materials subject to redaction or subject to a fixed period of delay.
5. Subject to Article 14(6), the Parties and/or the Court may share the confidential documents referred to in Article 14(3)-(4) with the Neutral Expert and/or the International Bank for Reconstruction and Development (the **World Bank**) as appropriate, provided that this is done on a confidential basis.
6. A Party, when submitting a document to the Court, may designate a document as “Court Confidential” (that is, it may not be shared by the Court or the other Party with the Neutral Expert and/or the World Bank), and explain the reason for such designation. If the other Party contests such designation, the Court shall decide upon whether the document should be designated as “Court Confidential”, on the basis of a rebuttable presumption against Court confidentiality. The Court may, on its own motion, decide that a document designated by a Party as “Court Confidential” should not be so designated, after seeking the views of the Parties.
7. The Court may, from time to time, direct the Secretariat to issue press releases concerning the status of the proceedings, after seeking the views of the Parties.

8. The Secretariat shall publish such further information and documents as may be directed by the Court, after seeking the views of the Parties.

Determination of the Court's Competence, Jurisdiction, the Admissibility of Claims, and the Operation of Article IX of the Treaty

Article 15

1. In accordance with paragraph 16 of Annexure G of the Treaty, the Court has the power to decide all questions relating to its competence.
2. The Court shall have the power to rule on its competence, jurisdiction, the admissibility of any claim made in the proceedings, and the operation of Article IX of the Treaty (including other associated provisions of the Treaty), in response to an objection raised by a Party, or on its own motion.
3. By the fact that it has appointed or participated in the appointment of an Arbitrator, a Party is not precluded from raising an objection to the Court's competence, jurisdiction, or the admissibility of any claim made in the proceedings, or from making submissions regarding the operation of Article IX of the Treaty.
4. Further to India's letter to the World Bank dated 21 December 2022 (including its enclosed explanatory note), which the Court considers to constitute a plea concerning the competence of the Court for the purposes of paragraph 16 of Annexure G of the Treaty, the Court shall rule on its competence and on the operation of Article IX of the Treaty in accordance with the schedule set down in Procedural Order No. 1 (as amended by Procedural Order No. 2, and as may be further amended by the Court).

Amendment of the Request for Arbitration

Article 16

1. If given leave by the Court to do so, Pakistan may amend or supplement its Request for Arbitration (including the request for interim measures incorporated in the Request for Arbitration).
2. Following a decision on the Court's competence in accordance with Procedural Order No. 1, the Court shall prescribe a deadline for any application to amend or supplement the Request for Arbitration.

Interim Measures

Article 17

1. Consistent with paragraph 28 of Annexure G of the Treaty, a Party may at any time submit a request for the prescription of interim measures by the Court to:
 - (a) safeguard the interests of the requesting Party with respect to the matter in dispute;
 - (b) avoid prejudice to the final resolution of the dispute; and/or
 - (c) avoid aggravation or extension of the dispute.

2. Having regard to paragraph 28 of Annexure G of the Treaty, the Court shall decide upon the request after affording an adequate hearing to both Parties. The Court may prescribe measures different in whole or in part from those requested.
3. The Parties shall promptly disclose any material change in the circumstances upon which the Court prescribed interim measures.
4. A Party may submit a request for the modification or revocation of any interim measures prescribed by the Court. The Court shall decide upon such a request after affording an adequate hearing to both Parties.
5. The request for interim measures incorporated in the Request for Arbitration shall be held in abeyance until a decision on the Court's competence is issued, or until the Court otherwise determines.

Sequence for Further Written Submissions

Article 18

1. Following a decision on the Court's competence in accordance with Procedural Order No. 1, the Court shall prescribe the sequence for further written submissions.
2. After seeking the views of the Parties, the Court may amend the sequence of written submissions. The Court may determine such further written submissions as may be required from the Parties, or that may be presented by the Parties, and shall fix the periods of time for the submission of such submissions.
3. At any time, after seeking the views of the Parties, the Court may extend or abridge any period of time prescribed under these Rules of Procedure, its Procedural Orders, or agreed by the Parties.

Amendment of Written Submissions

Article 19

During the course of the proceedings, if given leave by the Court to do so, a Party may amend or supplement its written submissions.

Form and Transmission of Written Submissions

Article 20

1. The Parties shall submit together with their written submissions all documentary, witness, expert, and other evidence upon which they intend to rely. The Parties shall also submit any legal authorities (such as treaties, laws, decrees, or judicial decisions) cited in their submissions.
2. The Parties' written submissions shall be organized in consecutively numbered paragraphs, and each page shall be numbered. All written submissions shall contain a hyperlinked table of contents.

3. Documents accompanying written submissions shall be numbered consecutively throughout the proceedings, distinguishing between the different types of documents, as follows:
 - (a) factual exhibits shall be numbered **P-####** (for Pakistan's factual exhibits) and **I-####** (for India's factual exhibits);
 - (b) witness statements from lay witnesses shall be numbered **PWS-##** (for Pakistan's witness statements) and **IWS-##** (for India's witness statements);
 - (c) expert reports shall be numbered **PER-##** (for Pakistan's expert reports) and **IER-##** (for India's expert reports); and
 - (d) legal authorities shall be numbered **PLA-####** (for Pakistan's legal authorities) and **ILA-####** (for India's legal authorities).
4. If a factual exhibit or legal authority is lengthy and relevant only in part, it will be sufficient to provide an extract of the relevant part only, provided that the Court may require the submission of a more complete or full version of the document at the request of a Party or on its own motion.
5. English translations of documents, to be submitted further to Article 13(2) of these Rules of Procedure, shall be identified with the suffix "T" (e.g. P-0001T). The formatting of the translation shall emulate the formatting of the original document as far as practicable.
6. The first page of documents accompanying written submissions shall be branded with the relevant document number. Each page of documents accompanying written submissions shall be numbered.
7. All written submissions shall be accompanied by:
 - (a) a table of factual exhibits, detailing all factual exhibits submitted by that Party to date by exhibit number, title, date, and author/recipient, as applicable; and
 - (b) a table of legal authorities, detailing all legal authorities submitted by that Party to date by legal authority number, title, and date.
8. Electronic copies of documents accompanying submissions shall be named in accordance with their document number and be organized in an appropriate folder structure. Electronic copies of:
 - (a) written submissions, witness statements, and expert reports shall be submitted in a non-scanned, searchable PDF format; and
 - (b) factual exhibits and legal authorities shall be submitted in searchable PDF format unless the native form of the document is required to preserve information in, and/or the functionality of, the document, or the document does not permit of it being rendered word-searchable in full or in part.
9. Hard copies of documents shall be submitted:
 - (a) in an appropriate order, separated into volumes; and
 - (b) in A4 format, double-sided, in bound volumes.

Article 21

1. The Parties' written submissions and accompanying documents shall be transmitted in the following manner. On the date of submission, the submitting Party shall:
 - (a) transmit an electronic copy of its written submission, and any accompanying witness statements and expert reports (but omitting any accompanying factual exhibits and legal authorities) by email, to the Agents and Counsel for the other Party and to the Secretariat for onward transmission to the Court; and
 - (b) transmit a complete electronic copy of its written submission and all accompanying documents by way of an encrypted file transfer service, to the Agents and Counsel for the other Party and to the Secretariat for onward transmission to the Court;
2. Within 10 days of the date of submission, the submitting Party shall dispatch 6 hard copies of its written submission and any accompanying witness statements and expert reports (but omitting any accompanying factual exhibits and legal authorities) and 9 USB flash drives of its written submission and all accompanying documents to the Secretariat. Pursuant to paragraph 18 of Annexure G, the Secretariat, acting on behalf of the Court, shall transmit two paper copies and two USB flash drives to the Agents and Counsel for the other Party and shall certify that these constitute complete copies of the submission. In the event that a Party has not designated an Agent, the Secretariat will transmit complete copies of the submission to the address specifically designated by that Party for that purpose, or to an address authorized by the Court. The Secretariat shall also transmit copies of the submission to each Member of the Court.
3. A Party's submission for purposes of complying with the Court's deadline will be deemed to be the submission of the electronic copy in Article 21(1) above.

Evidence

Article 22

1. Each Party shall have the burden of proving the facts relied on to support its claim or defense.
2. The Court may take all appropriate measures in order to establish the facts including, when the Court deems necessary, the conduct of a site visit to the localities to which the case relates. The Parties shall afford the Court all reasonable facilities in the event of such a visit.
3. Pursuant to paragraph 20 of Annexure G to the Treaty, the Court may, at any time during the proceedings, require the Parties to produce documents, exhibits, or other evidence within such a period of time as the Court shall determine.
4. Further to Article 20(1) of these Rules of Procedure, the Parties shall include with their written submissions witness statements or expert reports for each witness of fact or expert witness upon which they intend to rely.
5. Witnesses, including expert witnesses, who are presented by the Parties to testify to the Court may be any individual, notwithstanding that the individual is in any way related to a Party to these proceedings.
6. The Court shall determine the admissibility, relevance, materiality, and weight of the evidence adduced.

Experts Appointed by the Court

Article 23

1. After seeking the views of the Parties, the Court may appoint one or more independent experts. The Court may call upon that expert to report to the Court on specific issues, in the manner determined by the Court. The Court shall provide a copy of the expert's terms of reference to the Parties.
2. Any expert shall, before accepting appointment, submit a description of their expertise and experience to the Parties and the Court, and confirm their independence from the Parties and their Counsel.
3. The Parties shall furnish the expert with any documents or information requested by the expert. Any documents or information so provided shall be simultaneously transmitted to the other Party and the Secretariat. The Parties shall not engage in any *ex parte* oral or written communications with the expert.
4. The expert shall communicate findings in a written report, to be provided to the Court and both Parties. Both Parties shall be given an opportunity to examine any document relied upon by the expert in the report and to comment on the findings in writing.
5. If a Party so requests, or if the Court decides on its own motion, the expert shall be present at any hearing, for presentation of findings and for examination by the Parties and by the Court, in a manner to be determined by the Court.

Hearings

Article 24

1. There shall be one or more hearings at which the Parties may make oral submissions.
2. The Court shall fix the date of such hearings after seeking the views of the Parties. The Court shall provide the Parties with sufficient notice of the date, time, and place of any hearing.
3. Each Party shall, at the time fixed by the Court, indicate the witnesses or experts put forward by the other Party that it wishes to cross-examine at the hearing.
4. If a Party's witness or expert is not called by the other Party, the Court may, on its own motion, call the witness or expert for examination at the hearing. A Party may also apply for leave from the Court to call their own witness to appear at the hearing.
5. No witness or expert shall be heard unless a witness statement or expert report has been provided by that witness or expert and submitted to the Court, further to Article 20(1) and Article 22(4) above. The witness statement(s) or expert report(s) so submitted shall constitute the witness or expert's evidence in chief.
6. The procedure for the examination of witnesses and experts at a hearing (including any brief examination in chief, cross-examination, re-examination, and examination by the Court) shall be determined by the Court. The Court remains in control over the examination of witnesses and experts at all times, and can require the retirement of a witness or expert at any time.

7. The Secretariat shall arrange for:
 - (a) the verbatim recording (transcription) of hearings, including any witness or expert examination; and
 - (b) the interpretation into English of any testimony not in English, at the expense of the Party putting forward the witness or expert.

Failure to Appear or Make Submissions

Article 25

1. If one Party to the dispute does not appear before the Court, or fails to defend its case, the appearing Party may request the Court to continue the proceedings and render its Award. The presumption is that the proceedings will continue in the absence of a Party or failure of a Party to defend its case, unless the appearing Party makes an application for the proceedings to be suspended or terminated.
2. Before making its Award, the Court shall satisfy itself that it has jurisdiction over the dispute, that the claims are admissible, and that the claims are well founded in fact and law.
3. In the event that a Party does not appear before the Court, or fails to defend its case, the Court may invite the appearing Party to file supplementary written submission(s) addressing specific issues or questions that the Court considers have not been addressed, or inadequately addressed, in the submissions submitted by the appearing Party, within a deadline to be prescribed by the Court.
4. The Court shall provide a copy of the supplementary written submission(s) to the non-appearing Party, and invite that Party to submit comments or a responsive submission within a deadline to be prescribed by the Court.
5. Pursuant to paragraph 21 of Annexure G to the Treaty, the Court may also, in its discretion, put questions to the non-appearing Party and take into account communications from the non-appearing Party, provided that the appearing Party is informed of the questions and communications and is given an opportunity to comment.
6. The Court may take whatever other steps it considers appropriate to afford each Party a full opportunity to present its case and to fulfil its obligations under Article 25(2) above.

SECTION IV. THE AWARD

Form and Effect of the Award

Article 26

1. The Court shall render its Award in accordance with the relevant provisions of the Treaty (including its Annexure G).
2. In accordance with paragraph 23 of Annexure G, the Court's Award shall be final and binding upon the Parties.
3. In addition to making a final Award, the Court may make interim, interlocutory, or partial Awards. The Court may make separate Awards on different issues at different times.

4. The Court shall endeavor to render any Award within 6 months of the close of the hearings to which it relates.
5. The Parties shall carry out any Award (including any interim, interlocutory, partial or final Award) without delay.
6. Any Award rendered by the Court shall:
 - (a) be made in writing;
 - (b) state the reasons upon which the Award is based;
 - (c) be signed by the Umpires and Arbitrators or, if an Umpire or Arbitrator fails to sign, shall state the reason for the absence of the signature; and
 - (d) state the date on which the Award was rendered.

Settlement or Other Grounds for Termination

Article 27

1. If a settlement of the dispute is reached between the Parties, the Court shall render either:
 - (a) an order terminating the proceedings; or
 - (b) if the Parties and the Court agree, an Award recording the terms of the settlement.
2. If the Court renders an Award recording the terms of the settlement, the provisions of Article 26 (other than Article 26(6)(b)) of these Rules of Procedure apply. The Court is not obliged to state reasons in such an Award.
3. If the Court considers that the continuation of the proceedings has become impossible or unnecessary for any reason, it shall notify the Parties of its intention to render an order terminating the proceedings and seek the views of the Parties. The Court has the power to terminate the proceedings unless a Party raises a justified objection to such termination.
4. Copies of any order of termination rendered pursuant to Article 27(1) or (3) shall be signed by the Umpires and Arbitrators and provided to the Parties by the Secretariat.

Interpretation of the Award

Article 28

1. Further to paragraph 27 of Annexure G to the Treaty, a Party may request an interpretation of an Award within three months of the date of that Award. Such a request shall be addressed to the Court and copied to the other Party and the Secretariat.
2. The Court's interpretation of an Award forms part of that Award, and the provisions of Article 26 of these Rules of Procedure apply *mutatis mutandis*.

Correction of the Award

Article 29

1. A Party may request the Court to make typographical or clerical corrections to an Award within two months of the date of that Award. Such a request shall be addressed to the Court and copied to the other Party and the Secretariat.
2. The Court may also issue a correction of the Award on its own motion within one month of the date of the Award.
3. The provisions of Article 26 of these Rules of Procedure apply to a corrected Award *mutatis mutandis*.

Expenses of the Court

Article 30

1. The expenses of the Court, including the remuneration of the Members of the Court, shall be borne by the Parties in equal shares, unless the Court determines that a different allocation is warranted by the relevant circumstances.
2. The expenses of the Court shall be reasonable in amount, taking into consideration the relevant circumstances, including the complexity of the issues in dispute and the time spent by the Members of the Court.
3. The Treasurer shall keep a record of the Court's expenses and provide a final statement of these expenses to the Parties at the conclusion of the proceedings.

Costs

Article 31

1. Further to paragraph 26 of Annexure G to the Treaty, the Court may award the costs of the proceedings as it determines appropriate.
2. Such costs shall form part of the relevant Award, and the provisions of Article 26 of these Rules of Procedure apply.

Deposit for Expenses

Article 32

1. The Treasurer may request the Parties to furnish a deposit as an advance for the expenses of the Court. In principle, the Parties shall be requested to deposit an equal amount.
2. During the proceedings, the Treasurer or the Court may request the Parties to make supplementary deposits.
3. All amounts deposited by the Parties pursuant to this Article shall be directed to the Secretariat for disbursement of the expenses of the Court, including, *inter alia*, the remuneration of the Members of the Court and the expenses of the Secretariat.

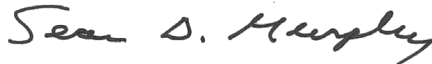
4. If a Party does not make a requested deposit within 30 days of the request, the Treasurer shall notify the other Party, and invite the other Party to make a substitute deposit. If a substitute deposit is not made, the Court may decide to suspend or terminate the proceedings.
5. At the conclusion of the proceedings, the Treasurer shall render a final account and return any unexpended funds from the deposit to the Parties.

Leave to Apply

Article 33

1. Any Party has leave to apply to the Court for a variation of these Rules of Procedure, giving particulars of the variation sought and the reason for it.
2. Any Party may, at any point in these proceedings, request the Court convene a conference with the Parties to address any procedural aspect of these proceedings. The Court will arrange to confer with the Parties in person or by videoconference, according to the circumstances.

Dated as of 31 March 2023.



Prof. Sean D. Murphy
Chairman

On behalf of the Court of Arbitration