

PCA Case No. 2023-60

**IN THE MATTER OF AN ARBITRATION UNDER
THE CONVENTION ON THE CONSERVATION OF EUROPEAN WILDLIFE
AND NATURAL HABITATS OF 19 SEPTEMBER 1979**

- between -

THE REPUBLIC OF AZERBAIJAN

- and -

THE REPUBLIC OF ARMENIA

RULES OF PROCEDURE

Arbitral Tribunal

Dr. Václav Mikulka (Presiding Arbitrator)
Judge Bruno Simma
Judge Nicolas Michel

Registry

Permanent Court of Arbitration

29 March 2024

SECTION I. INTRODUCTORY RULES

Scope of Application

Article 1

1. These Rules of Procedure (the “**Rules**”) apply in the matter of an arbitration (the “**Bern Convention Arbitration**”) under the Convention on the Conservation of European Wildlife and Natural Habitats of 19 September 1979 (the “**Bern Convention**”), between the Republic of Azerbaijan and the Republic of Armenia (each a “**Party**”, and together, the “**Parties**”).
2. The arbitration shall be conducted in accordance with these Rules, the Terms of Appointment, and the relevant provisions of the Bern Convention. These Rules are subject to such modification or additions as the arbitral tribunal (the “**Tribunal**”) may determine after inviting the views of the Parties.
3. To the extent that any question of procedure is not expressly governed by these Rules, the Terms of Appointment, or the Bern Convention, the question shall be decided by the Tribunal after inviting the views of the Parties.

Commencement of the Proceedings

Article 2

The proceedings were instituted on 18 January 2023, when the Republic of Azerbaijan served on the Republic of Armenia the Notice of Arbitration under Article 18(2) of the Bern Convention.

Administration of the Proceedings

Article 3

1. The International Bureau of the Permanent Court of Arbitration (the “**PCA**”) shall serve as the Registry and shall take charge of the archives of the arbitration proceedings.
2. The Registry 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 Tribunal.

Notice and Periods of Time

Article 4

1. For the purposes of these Rules, any notice, including a notification, communication, or proposal, is deemed to have been received by the Tribunal when it has been delivered to the Registry, and by a Party when it has been delivered to the Agents of that Party, appointed pursuant to Article 5. For the purposes of this paragraph, “delivered” includes delivery by electronic means.
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 Hague on the relevant date.
4. The Tribunal may, after inviting the views of the Parties, extend or abridge any period of time prescribed under these Rules.

Representation and Assistance

Article 5

1. Each Party shall be represented by an Agent and, if it so decides, by one or more co-Agents. Each Party may also be represented or assisted by counsel and other persons chosen by that Party (“**Representatives**”). The name and address of the Agent, any co-Agent, and any Representatives shall be communicated in writing to the other Party and to the Registry.
2. To avoid possible conflicts of interest after the appointment of the Members of the Tribunal, any proposed changes by a Party of its Agents, co-Agents, or Representatives shall be communicated by that Party to the Registry for onwards transmission to the Tribunal, and copied to the other Party at the earliest possible date. Any proposed change shall only take effect if the Tribunal does not object for reasons of conflicts of interest. The Tribunal reserves the right to exclude the participation of any Agents, co-Agents, or Representatives from any hearing or other meeting where their participation has not been duly notified sufficiently in advance of that hearing or meeting.
3. The Parties, their Agents, their co-Agents, and their Representatives shall be guided by the Hague Principles on Ethical Standards for Counsel Appearing before International Courts and Tribunals (the “**Hague Principles**”). For the avoidance of doubt, the Hague Principles do not alter, displace, or in any way change the rules of professional conduct applicable to the Parties, their Agents, their co-Agents, and their Representatives.

SECTION II. THE TRIBUNAL

Number and Appointment of Arbitrators

Article 6

The Tribunal consists of three arbitrators, appointed in accordance with Article 18(2) of the Bern Convention.

Replacement of an Arbitrator

Article 7

1. In any event where an arbitrator has to be replaced during the course of the arbitral proceedings, the vacancy shall be filled in the manner prescribed for the initial appointment of the arbitrator in question in Article 18(2) of the Bern Convention, with the understanding that the time periods stipulated in that Article shall be calculated from the date of notification to the Parties of the need to replace an arbitrator.

2. In the event that an arbitrator is replaced in accordance with Article 7(1), the proceedings shall resume at the stage where the replaced arbitrator ceased to perform his or her functions, unless the Tribunal decides otherwise.

Disclosures by and Challenge of Arbitrators

Article 8

1. Articles 11, 12(1) to (3), and 13 of the PCA Arbitration Rules 2012 shall apply.
2. For the avoidance of doubt, the authority to decide on a challenge to an arbitrator shall be the Secretary-General of the PCA.

SECTION III. ARBITRAL PROCEEDINGS

General Provisions

Article 9

1. Subject to the provisions of the Bern Convention, the Terms of Appointment, and these Rules, the 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. The Tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the Parties' dispute. The Parties shall facilitate the work of the Tribunal.
3. Whenever one of the Parties does not appear before the Tribunal, or fails to defend its case, the other Party may call upon the Tribunal to decide in favour of its claim (including a counter-claim). The Tribunal must, before doing so, satisfy itself, not only that it has jurisdiction, but also that the claim (including a counter-claim) is well founded in fact and law.

Language, Translations, and Interpretation

Article 10

1. The language of the arbitration is English. Accordingly, any decision by the Tribunal, including any award or procedural order, and any correspondence sent on the Tribunal's behalf by the Registry, shall be communicated to the Parties in English only.
2. Any submissions or correspondence from the Parties shall be communicated in English. Any document submitted to the Tribunal that is written in a language other than English shall be accompanied by a translation into English.
3. Certified translations shall not be required unless requested by the Tribunal or a Party or there is a dispute over the accuracy of the translation.
4. 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. A full translation shall be provided if the Tribunal so requests, including on application by the other Party.

5. Hearings shall be conducted in English. Where a language other than English is to be used by a witness, the necessary arrangements for interpretation into English shall be made by the Registry.

Statements of Claim and Defence

Article 11

1. There shall be a Statement of Claim (the “**Memorial**”) and Statement of Defence (the “**Counter-Memorial**”) and such other written submissions as the Tribunal shall determine after inviting the views of the Parties.
2. The deadlines for the submission of written submissions shall be fixed by the Tribunal after inviting the views of the Parties.

Counter-Claims

Article 12

1. A counter-claim may be submitted, provided that it is directly connected with the subject-matter of the claim and comes within the jurisdiction of the Tribunal.
2. Any counter-claim shall be made at the latest in the Counter-Memorial.

Amendments to the Claim or Defence

Article 13

During the course of the arbitral proceedings, either Party may, if given leave by the Tribunal to do so, amend or supplement its claim (including a counter-claim) or defence. A claim (including a counter-claim) may not be amended or supplemented in such a manner that it falls outside the scope of the dispute submitted to the Tribunal. This provision is without prejudice to Article 14.

Objections to Jurisdiction or Admissibility

Article 14

1. The Tribunal shall have the power to rule on objections to its jurisdiction or to the admissibility of any claim (including a counter-claim) made in the proceedings.
2. Any such objection shall be raised in writing no later than in the Counter-Memorial or, with respect to a counter-claim, no later than in the reply to the counter-claim. Any objection shall set out the facts and the law on which it is based, as well as the submissions made in support of the objection.
3. Notwithstanding Article 14(2), any objection the decision on which is requested before any further proceedings on the merits (a “**Preliminary Objection**”) shall be raised in writing by the deadline fixed by the Tribunal.

4. The Tribunal shall rule on any Preliminary Objection in a preliminary phase of the proceedings, unless the Tribunal determines, after inviting the views of the Parties, that such objection does not possess an exclusively preliminary character or otherwise shall only be ruled upon in conjunction with the merits.
5. In the event that a Preliminary Objection submitted by a Party is addressed in a preliminary phase, the proceedings on the merits shall be suspended and the Tribunal shall fix a deadline within which the other Party may present its written observations and submissions.
6. Unless the Tribunal decides otherwise after inviting the views of the Parties, the further proceedings shall be oral, and the hearing shall be held as expeditiously as is practicable.
7. The written observations and submissions referred to in Article 14(5), and the statements and evidence presented at the hearings contemplated by Article 14(6), shall be confined to those matters which are relevant to the Preliminary Objection. Whenever necessary, however, the Tribunal may request the Parties to argue all questions of law and fact and to adduce all evidence bearing on certain matters.
8. The Tribunal may render its decision on any Preliminary Objection in the form of an award.
9. If the Tribunal rejects a Party's Preliminary Objections or declares that such an objection shall only be ruled upon in conjunction with the merits, the Tribunal shall fix deadlines for the further proceedings.

Provisional Measures

Article 15

1. The Tribunal may, at the request of a Party, grant provisional measures.
2. A Party may submit a request for provisional measures 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 conservation of wildlife and natural habitats. The evidence relied on in support of such request shall be attached to the request.
3. The Tribunal shall fix the earliest possible date for a hearing.
4. The Tribunal may grant measures different in whole or in part from those requested and indicate which Party is to take or to comply with each measure.
5. A Party may request in writing the modification or revocation of provisional measures. Before taking any decision on the request, the Tribunal shall afford the Parties an opportunity of presenting their observations on the subject. Upon receipt of such a request the Tribunal may decide to modify, suspend, or terminate a provisional measure.
6. The 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.

Form and Transmission of Written Submissions

Article 16

1. The Parties' written submissions shall be organised in consecutively numbered paragraphs, and each page shall be numbered. All written submissions shall contain a hyperlinked table of contents.
2. The Parties shall submit together with any written submission all factual exhibits, witness statements, expert reports, and legal authorities upon which they intend to rely in support of that submission. All written submissions shall be accompanied by numerical indices of all factual exhibits, witness statements, expert reports, and legal authorities submitted by that Party to date, separated by document type, and describing each document by document number, date, title, author, and recipient (as applicable).
3. If the Parties submit a second or subsequent round of written submissions, absent leave of the Tribunal for good cause shown, those submissions shall be strictly responsive to the submission submitted by the other Party in the immediately prior round of written submissions, unless new facts have arisen or become known after the first exchange of submissions. New legal arguments may be raised in response to allegations of fact and legal arguments made by the other Party in the preceding submission. Together with second or subsequent rounds of written submissions, the Parties may only file: (i) additional evidence, including witness statements and expert reports, intended to answer or refute evidence or facts first alleged by the other Party in the submission filed in the immediately prior round of submissions as well as new facts that have arisen or become known after the first exchange of submissions; and (ii) factual exhibits obtained by a Party after the filing of its first written submission and not reasonably available previously.
4. All written submissions and accompanying documents, including all factual exhibits, witness statements, expert reports, and legal authorities shall be provided as searchable Adobe Portable Document Format ("PDF") files where possible. Excel spreadsheets or other calculations performed by experts shall be provided in their native electronic format (i.e., in Excel format rather than searchable PDF).
5. Each document submitted to the Tribunal shall be given a document number (consecutive within each document type throughout the proceeding), for example:
 - (a) For factual exhibits: AZ-0001 (Azerbaijan); AR-0001 (Armenia).
 - (b) For witness statements: AZWS-0001 [Surname] (Azerbaijan); ARWS-0001 [Surname] (Armenia).
 - (c) For expert reports: AZER-0001 [Surname] (Azerbaijan); ARER-0001 [Surname] (Armenia).
 - (d) For legal authorities: AZL-0001 (Azerbaijan); ARL-0001 (Armenia).
6. Each page of each document shall be numbered. The document number of the factual exhibit, witness statement, expert report, or legal authority shall appear on the first page of the document and shall also be incorporated into the file name of the electronic document.
7. Documents in a language other than English, to be submitted with an English translation pursuant to Article 10(2), shall be identified with the suffix "T" (i.e., AZ-0001T). The formatting of the

translation shall emulate the formatting of the original document as far as practicable. The translation shall be included in a single document, together and consecutively with the original.

8. The Parties' written submissions shall be transmitted in the following manner:
 - (a) On or before the day of the deadline fixed by the Tribunal, the submitting Party shall submit an electronic copy of its written submission (without supporting evidence or legal authorities) by e-mail to the Registry, which shall communicate it to the Tribunal and simultaneously to the Agents, co-Agents, and Representatives for the other Party. For any simultaneous submissions, the Registry shall only communicate copies of the submissions once both submissions have been received.
 - (b) Within three (3) business days thereafter, the submitting Party shall transmit an electronic copy of its written submission, supporting evidence, and legal authorities by a secure electronic file sharing service to the Registry, as well as the Agents, co-Agents, and Representatives for the other Party, which the Registry shall then communicate to the Tribunal.
9. A copy of the Notice of Arbitration and its accompanying documents, with amendments solely to comply with Article 16(4) to (7), shall be submitted within sixty (60) days of the issuance of these Rules.

Evidence

Article 17

1. Each Party shall have the burden of proving the facts relied on to support its claim (including a counter-claim) or defence.
2. The Tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence adduced. The Tribunal shall be guided by the 2020 IBA Rules on the Taking of Evidence in International Arbitration.
3. Witnesses, including expert witnesses, who are presented by the Parties to testify to the Tribunal on any issue of fact or expertise, may be any individual. Unless otherwise directed by the Tribunal, statements by witnesses must be presented in writing and signed by them.
4. The Tribunal may take all appropriate measures in order to establish the facts. For example, after inviting the views of the Parties:
 - (a) The Tribunal may require the Parties to produce documents, exhibits or other evidence within such a period of time as the Tribunal shall determine. The Tribunal shall take note of any refusal to do so as well as any reasons given for such refusal.
 - (b) The Tribunal may conduct a site visit. The Parties shall afford the Tribunal all reasonable facilities in the event of such a visit. Each Party shall, within its territory, accord to participants in the arbitration attending a site visit the same privileges and immunities as those accorded to diplomatic agents under the 1961 Vienna Convention on Diplomatic Relations. The Tribunal shall determine the modalities for any site visit in a separate protocol.

5. Consistent with their obligation to arbitrate in good faith, the Parties shall not destroy or alter documentary or other evidence in their custody, possession, or control relevant to the matters at issue in the arbitration, or intimidate witnesses.

Hearings

Article 18

1. The Tribunal shall hold hearings at which the Parties may make their oral submissions and for the presentation of evidence by witnesses, including expert witnesses.
2. After inviting the views of the Parties, the Tribunal shall decide on the modalities for any hearing. For example:
 - (a) The date, time, and place for the hearings shall be fixed by the Tribunal with adequate advance notice to the Parties. In principle, in-person hearings in this arbitration shall be held in The Hague, the Netherlands, unless decided otherwise by the Tribunal. The Tribunal may decide to hold hearings by videoconference or other appropriate means.
 - (b) The manner in which witnesses are to be examined shall be determined by the Tribunal. Except with the leave of the Tribunal upon 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.
 - (c) The arrangements for the protection of confidential information in parts of hearings open to the public shall be determined by the Tribunal pursuant to Article 32(4).
3. The Registry shall make arrangements for a verbatim record (transcript) of each hearing to be produced.
4. Following the hearing, the Tribunal shall decide on the closure of the proceedings. Prior to the issuance of the final award, the Tribunal may reopen proceedings if it deems such reopening necessary.

Experts Appointed by the Tribunal

Article 19

1. After inviting the views of the Parties, the Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Tribunal. A copy of the expert's terms of reference, established by the 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 Tribunal, the Parties shall inform the Tribunal whether they have any objections as to the expert's qualifications, impartiality, or independence. The 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 Tribunal shall decide promptly what, if any, action to take.

3. The Parties shall cooperate with any expert(s) the 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 documents or information so provided shall be simultaneously transmitted to the other Party and the Registry. The Parties shall not engage in any *ex parte* oral or written communications with the expert. Any dispute between a Party and such expert as to the relevance of the required information or production shall be referred to the Tribunal for decision. The 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 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 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 18 shall be applicable to such proceedings.

Waiver of Right to Object

Article 20

A failure by any Party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such Party to make such an objection, unless such Party can show that, under the circumstances, its failure to object was justified.

Privileges and Immunities

Article 21

Each Party shall, within its territory, accord to all participants in the arbitration (including Parties, Agents, co-Agents, Representatives, witnesses, or experts) such privileges and immunities as are necessary for the effective exercise of their functions in connection with the arbitration. In particular, participants in the arbitration shall be accorded:

- (a) Immunity from personal arrest or detention and from seizure of their personal baggage for the duration of meetings and hearings in connection with the arbitration and the time spent on journeys to and from such meetings or hearings;
- (b) In respect of words spoken or written and acts done by them in connection with the arbitration, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding the conclusion of the arbitration; and
- (c) Inviolability for all papers and documents relating to the arbitration.

SECTION IV. THE AWARD

Decisions

Article 22

1. In accordance with Article 18(4) of the Bern Convention, any award or other decision of the Tribunal shall be made by a majority of the arbitrators.
2. Questions of administration or routine procedure shall be decided in accordance with Article 4.4 of the Terms of Appointment.

Form and Effect of the Award

Article 23

1. In addition to making a final award, the Tribunal shall be empowered to make interim, interlocutory, or partial awards.
2. The 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.
3. Copies of the award signed by the arbitrators shall be communicated to the Parties by the Registry.
4. The award of the Tribunal shall be final and binding in accordance with Article 18(4) of the Bern Convention. The award of the Tribunal shall, as appropriate, include the time period for its execution.
5. The Parties shall communicate to the Registry the laws, regulations, or other documents evidencing the execution of the award.

Applicable Law

Article 24

The Tribunal shall decide the dispute in accordance with the Bern Convention, as well as applicable rules and principles of international law deriving from:

- (a) International conventions, whether general or particular, establishing rules expressly recognised by the contesting States;
- (b) International custom, as evidence of a general practice accepted as law;
- (c) The general principles of law recognised by civilised nations; and
- (d) Judicial and arbitral decisions and the teachings of the most highly qualified publicists of the various nations, as subsidiary means for the determination of rules of law.

Settlement or Other Grounds for Termination

Article 25

1. If, before a final award is made, the Parties agree on a settlement of the dispute, the Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the Parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award.
2. If the Tribunal 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 invite the views of the Parties. The Tribunal has the power to terminate the proceedings unless a Party raises a justified objection to such termination.
3. Copies of an order for termination of the arbitral proceedings, signed by the arbitrators, shall be communicated to the Parties by the Registry. Where an arbitral award on agreed terms is made, the provisions of Article 22(1) and Article 23 of these Rules shall apply.

Interpretation of the Award

Article 26

1. Within thirty (30) days after the receipt of an award, either Party, with notice to the other Party and to the Registry, may request that the Tribunal give an interpretation of the award.
2. The decision of the Tribunal in respect of such a request shall form part of the award, and the provisions of Article 22(1) and Article 23 of these Rules shall apply.

Correction of the Award

Article 27

1. Within thirty (30) days after the receipt of an award, either Party, with notice to the other Party and the Registry, may request the Tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. If the Tribunal considers that the request is justified, it shall make the correction within forty-five (45) days of receipt of the request.
2. The 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 22(1) and Article 23 of these Rules shall apply.

Additional Award

Article 28

1. Within thirty (30) days after the receipt of a termination order or a final award, a Party, with notice to the other Party and the Registry, may request the Tribunal to make an award or an additional award as to claims (including counter-claims) presented in the arbitral proceedings but not decided by the Tribunal.

2. If the Tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within sixty (60) days after the receipt of the request. The Tribunal may extend, if necessary, the period of time within which it shall make the award.
3. When such an award or additional award is made, the provisions of Article 22(1) and Article 23 of these Rules shall apply.

SECTION V. EXPENSES AND COSTS

Expenses

Article 29

1. Notwithstanding Article 18(5) of the Bern Convention, the Parties have agreed that all payments to the Tribunal shall be made from the deposit administered by the Registry, and shall be borne in equal shares, without prejudice to any decision by the Tribunal on the allocation of costs in accordance with the Bern Convention and these Rules.
2. The expenses of the 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 Tribunal, and shall furnish a final statement thereof to the Parties.

Costs

Article 30

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

Deposit for Expenses

Article 31

1. The Registry may request each Party to deposit an equal amount as an advance for the expenses referred to in Article 29. 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 Tribunal may request supplementary deposits from the Parties.
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 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 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 Tribunal.

SECTION VI. TRANSPARENCY AND CONFIDENTIALITY

Article 32

1. The existence of this arbitration shall be public. The Registry shall identify on the PCA website the names of the Parties, the Members of the Tribunal, and the Agents, co-Agents, and Representatives of the Parties. The Parties shall have an opportunity to review the content of any website relating to the case prior to its publication by the Registry.
2. The submissions of the Parties shall be confidential until the opening of the hearing to which they relate, save that any confidential information shall remain confidential at all times. On the opening of the hearing, the Registry shall publish the Parties' submissions as well as any non-confidential evidence submitted with the submissions on the PCA website. Prior to the publication of the submissions and evidence, the Parties shall be provided with a reasonable opportunity to identify any confidential information, including but not limited to personal identifying information, that they request to be redacted, in accordance with Article 33.
3. For the avoidance of doubt, any submissions and non-confidential evidence on the merits shall not be published at the opening of any hearing on Preliminary Objections, except where:
 - (a) the Tribunal has, pursuant to Article 14(4) of these Rules, joined such objection to the merits, and the hearing also concerns the merits; or
 - (b) the Tribunal has, pursuant to Article 14(7) of these Rules, requested that the Parties argue all questions of law and fact and to adduce all evidence bearing on certain matters, in which case, submissions and non-confidential evidence on these matters shall be published.
4. The presentation of the Parties' opening statements at any hearing (other than procedural hearings or meetings) shall be open to the public, subject to such arrangements to be prescribed by the Tribunal. The Tribunal, after inviting 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.
5. Transcripts of any parts of hearings that are open to the public shall promptly be made publicly available on the PCA website. Transcripts of any other parts of hearings shall be made publicly available with the publication of a final award, subject to appropriate redactions in accordance with Article 33.
6. Any procedural order of the Tribunal shall be made publicly available on the PCA website seven (7) 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 Article 33.
7. Any award of the Tribunal shall be made publicly available on the PCA website unless both Parties agree otherwise. Prior to the publication of any award, the Parties shall be provided with

a reasonable opportunity to identify any confidential information that they request to be redacted, in accordance with Article 33.

8. The Parties shall refrain from publishing any documents from the arbitration prior to their publication by the Registry.
9. The Tribunal may direct the Registry to issue periodic press releases concerning the status of the proceedings, after inviting the views of the Parties.

Article 33

1. A Party shall notify the Tribunal, the other Party, and the Registry that a document that is to be made publicly available pursuant to Article 32 contains what it considers is confidential information that should be excluded from publication or redacted prior to publication. Such notification shall be provided:
 - (a) For submissions and evidence to be published pursuant to Article 32(2), at least forty-five (45) days before the relevant hearing (except where the final submission before a hearing is to be filed less than sixty (60) days before the hearing, in which case the Tribunal shall determine the relevant deadline);
 - (b) For transcripts of non-public parts of hearings, to be published pursuant to Article 32(5), within thirty (30) days of the circulation of final versions of the transcripts by the Registry;
 - (c) For procedural orders to be published pursuant to Article 32(6), within five (5) days of the notification of the order; and
 - (d) For an award to be published pursuant to Article 32(7), within thirty (30) days of the notification of the award.
2. A Party's notification shall include a copy of the relevant document with proposed redactions marked (or an indication that the entirety of the document is claimed to be confidential, if applicable), and a brief explanation of the basis upon which confidentiality is claimed.
3. If no notification is received by the applicable deadline, the Registry shall publish the relevant document without redactions, unless the Tribunal, on its own motion, directs that information should be redacted prior to publication, after inviting the views of the Parties.
4. If a notification is received, the Parties shall confer in good faith and seek to reach agreement on the redactions to be applied before publication:
 - (a) If the Parties reach agreement, the Registry shall publish the document with the agreed redactions.
 - (b) If the Parties are unable to reach agreement, the matter shall be submitted to the Tribunal for decision. The Tribunal shall determine the applicable procedure, having regard to the amount and complexity of the material in dispute. The Registry shall publish the document with the redactions decided by the Tribunal.