

**INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES**

**Sauna UK BidCo Limited**

**v.**

**Republic of Finland**

**(ICSID Case No. ARB/24/38)**

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**PROCEDURAL ORDER NO. 1**

***Members of the Tribunal***

Mr. Audley Sheppard KC, President of the Tribunal

Mr. D. Brian King, Arbitrator

Mr. Eduardo Silva Romero, Arbitrator

***Secretary of the Tribunal***

Ms. Anna Holloway

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May 14, 2025

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## **Introduction**

The first session of the Tribunal was held on April 29, 2025, at 6 a.m. EDT, by video conference via Microsoft Teams. The session was adjourned at 6.50 a.m. EDT.

A recording of the session was made and deposited in the archives of ICSID. The recording was distributed to the Members of the Tribunal and the Parties via the Box folder.

Participating in the conference were:

### **Members of the Tribunal:**

Mr. Audley Sheppard KC, President of the Tribunal

Mr. D. Brian King, Arbitrator

Mr. Eduardo Silva Romero, Arbitrator

### **ICSID Secretariat:**

Ms. Anna Holloway, Secretary of the Tribunal

Ms. Phoebe Ngan, Paralegal

### **On behalf of the Claimant:**

Mr. Jeffrey Sullivan KC, Debevoise & Plimpton LLP

Mr. Patrick Taylor, Debevoise & Plimpton LLP

Ms. Monika Hlavkova, Debevoise & Plimpton LLP

Ms. Amina Afifi, Debevoise & Plimpton LLP

Ms. Marissa Dardi, Sauna UK BidCo Limited

### **On behalf of the Respondent:**

Gaëtan Verhoosel KC, Three Crowns LLP

Manish Aggarwal, Three Crowns LLP

Ridhi Kabra, Three Crowns LLP

Laura França Pereira, Three Crowns LLP

[REDACTED]

The Tribunal and the Parties considered the following:

- The Draft Procedural Orders No. 1 and No. 2 circulated by the Tribunal Secretary on April 4, 2025; and
- The Parties' comments on the Draft Procedural Orders received on April 24 and 26, 2025, indicating the items on which they agreed and their respective positions regarding the items on which they did not agree.

Procedural Order No. 1

Following the first session, on April 29, 2025, the Tribunal provided the Parties with some additional guidance with respect to the procedural calendar, and invited them to confer and seek to reach agreement regarding that calendar. The Parties' joint comments were received on May 8, 2025.

For the avoidance of doubt, the Claimant and the Respondent are each a "Party" (together, the "Parties").

Having considered the above documents and the Parties' views, the Tribunal now issues the present Order:

**Order**

Pursuant to ICSID Arbitration Rules 27 and 29, this Procedural Order sets out the Procedural Rules that govern this arbitration. The timetable is attached as **Annex B**.

1. Applicable Arbitration Rules

*Convention Article 44; Arbitration Rule 1*

1.1. These proceedings are conducted in accordance with the ICSID Arbitration Rules in force as of July 1, 2022.

2. Constitution of the Tribunal and Tribunal Members' Declarations

*Arbitration Rule 21*

2.1. The Tribunal was constituted on March 6, 2025 in accordance with the ICSID Convention and the ICSID Arbitration Rules. The Parties confirmed that the Tribunal was properly constituted and that no Party has any objection to the appointment of any Member of the Tribunal.

2.2. The Members of the Tribunal timely submitted their signed declarations in accordance with ICSID Arbitration Rule 19(3)(b). Copies of these declarations were distributed to the Parties by the ICSID Secretariat upon acceptance of each arbitrator's appointment on November 6, 2024, December 2, 2024, and March 6, 2025.

2.3. The Members of the Tribunal confirmed that they have sufficient availability during the next 24 months to dedicate to this case and that they will use best efforts to meet all time limits for orders, decisions and the Award, in accordance with ICSID Arbitration Rule 12(1).

3. Fees and Expenses of Tribunal Members

*Convention Article 60; Administrative and Financial Regulation 14; ICSID Schedule of Fees; Memorandum on Fees and Expenses*

- 3.1. The fees and expenses of each Tribunal Member shall be determined and paid in accordance with the ICSID Schedule of Fees and the Memorandum on Fees and Expenses in force at the time the fees and expenses are incurred.
- 3.2. Each Tribunal Member shall submit his claim for fees and expenses to the ICSID Secretariat on a quarterly basis. If a Tribunal member has to pay Value Added Tax (“VAT”) (or equivalent) on his fees in his country of residence, he shall submit to the relevant Party, via the ICSID Secretariat who will forward it to the relevant Party, an invoice for payment of the relevant VAT amount. If invoiced, a Party shall pay the VAT amount directly to the Tribunal Member(s), using bank details indicated on the invoice. If relevant, a Party shall supply any VAT registration number to the Tribunal member on request.

4. Presence and Quorum

*Arbitration Rule 33*

- 4.1. The participation of a majority of the members of the Tribunal by any appropriate means of communications is required at the first session, case management conferences, hearings and deliberations, except as otherwise provided in the Arbitration Rules or unless the Parties agree otherwise.

5. Rulings of the Tribunal

*Convention Article 48(1); Arbitration Rules 10, 11(4), 12, 27 and 35*

- 5.1. Decisions of the Tribunal shall be taken by a majority of the Members of the Tribunal.
- 5.2. Orders, decisions and the Award may be made by any appropriate means of communication, including e-mail.
- 5.3. Orders, decisions and the Award may be signed electronically.
- 5.4. The President is authorized to sign procedural orders and decisions on behalf of the Tribunal.
- 5.5. When the matter is urgent and consultation with the other Members of the Tribunal is not possible on a timely basis, the President may decide procedural matters without consulting the other Members, subject to possible reconsideration of such decision by the full Tribunal.

- 5.6. The Tribunal's orders and decisions shall indicate the reasons upon which they are made. The reasons may be minimal for non-controversial or minor procedural, administrative and organizational matters, e.g., brief extensions of time or extensions agreed by the Parties.
- 5.7. The Tribunal will use best efforts to issue all rulings, including the Award, within the time limits prescribed by the ICSID Arbitration Rules. If the Tribunal cannot comply with an applicable time limit, it will advise the Parties of the special circumstances justifying the delay and the date when it anticipates rendering the ruling, in accordance with ICSID Arbitration Rule 12(2).
- 5.8. Any ruling of the Tribunal, including the certified copy of the Award, will be dispatched electronically to the Parties.

6. Power to Fix Time Limits  
*Arbitration Rules 10 and 11*

- 6.1. The time limits set forth in **Annex B** shall govern this proceeding. Short extensions of time may be agreed between the Parties as long as the Tribunal is promptly informed and provided that any extensions agreed do not affect any hearing or other meeting dates set out in **Annex B**.
- 6.2. The President may exercise the Tribunal's power to fix and extend time limits for the completion of each procedural step in the proceeding under Arbitration Rules 10(1) and 11(3), in accordance with Arbitration Rules 10(3) and 11(4).
- 6.3. In exercising the power to fix time limits under Arbitration Rule 10(1), the President shall consult with the other Members of the Tribunal and the Parties as far as possible. If the matter is urgent, the President may fix time limits without consulting the other Members of the Tribunal and the Parties, subject to possible reconsideration of such decision by the full Tribunal.

7. Secretary of the Tribunal  
*Administrative and Financial Regulation 28*

- 7.1. The Tribunal Secretary is Ms. Anna Holloway, Senior Legal Counsel, ICSID, or such other person as ICSID may notify the Tribunal and the Parties from time to time.
- 7.2. To send copies of communications by email, mail, and courier/parcel deliveries to the ICSID Secretariat, the contact details are:

Ms. Anna Holloway  
ICSID  
MSN C3-300  
1818 H Street, N.W.  
Washington, D.C. 20433  
U.S.A.  
Tel.: + 1 (202) 473 7762  
Fax: + 1 (202) 522-2615  
Email: [aholloway1@worldbank.org](mailto:aholloway1@worldbank.org)  
Paralegal name: Ms. Phoebe Ngan  
Paralegal email: [sngan@worldbank.org](mailto:sngan@worldbank.org)  
ICSID case address: [ARB/24/38@worldbank.org](mailto:ARB/24/38@worldbank.org)

7.3. For local messenger deliveries, the contact details are:

Ms. Anna Holloway  
ICSID  
1225 Connecticut Ave. N.W.  
(World Bank C Building)  
3<sup>rd</sup> Floor  
Washington, D.C. 20036  
U.S.A.  
Tel.: +1 (202) 458-1534

8. Representation of the Parties  
*Arbitration Rule 2*

8.1. Each Party shall be represented by its counsel (below) and may designate additional agents, counsel, or advocates by notifying the Tribunal and the Tribunal Secretary promptly of such designation.

For the Claimant

**Debevoise & Plimpton LLP**

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Patrick Taylor  
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- 8.2. The arbitrators, Parties and/or their respective legal representatives are promptly to notify each other and ICSID of any changes of name, description, address, telephone or email address. Failing such notification, communications sent in accordance with the present provisions shall be valid.
- 8.3. In the case of engagement by a Party of an additional or alternative legal representative in this arbitration, that Party shall within five days notify the arbitrators, the other Party and the ICSID and seek permission from the Tribunal for participation of such representative in the arbitration.
- 8.4. In such case, after the Parties have been afforded an opportunity to comment in writing within a suitable period of time, the Tribunal may exclude such additional or alternative representative from the arbitration if the Tribunal concludes that such exclusion is necessary to protect or preserve the integrity of the arbitration and of any award when a relationship exists between such additional or alternative legal



representative and a member of the Tribunal that could reasonably be considered to create a conflict of interest.

- 8.5. The Tribunal shall also enjoy the same authority in respect of an expert appointed by a Party for the purpose of the arbitration where a relationship exists between such expert and a member of the Tribunal that could also reasonably be considered to create a conflict of interest.

9. Apportionment of Costs and Advance Payments to ICSID – Division of Advances  
*Convention Article 61(2); Administrative and Financial Regulation 15; Arbitration Rule 50*

- 9.1. The Parties shall cover the direct costs of the proceeding in equal parts, without prejudice to the final decision of the Tribunal as to the allocation of costs.
- 9.2. Following registration of the Request for arbitration, by letter of August 26, 2024, ICSID informed the Parties that US\$300,000 will be necessary to cover the estimated costs of the initial phase of the proceeding through the first session of the Tribunal, as well as the subsequent phase, and requested that the Claimant pay US\$150,000. ICSID received the Claimant's payment on September 18, 2024. Upon the constitution of the Tribunal, by letter of March 6, 2025, ICSID requested that the Respondent pay US\$150,000. ICSID received the Respondent's payment on 7 April 2025.
- 9.3. ICSID shall request further advances as needed. Such requests shall be accompanied by a detailed interim statement of account.

10. Place of Proceeding and Hearings  
*Convention Articles 62 and 63; Arbitration Rule 32*

- 10.1. Washington, D.C. shall be the place of the proceeding in accordance with Article 62 of the ICSID Convention.
- 10.2. The Tribunal may hold in-person hearings in London, United Kingdom, Paris, France or at any other place that it considers appropriate after consultation with the Parties. The Tribunal may also hold meetings or hearings other than the main hearings by video conference, after consultation with the Parties.
- 10.3. The Tribunal members may deliberate at any place and by any appropriate means they consider convenient.

11. Procedural Language, Translation and Interpretation

*Administrative and Financial Regulation 32; Arbitration Rule 7*

- 11.1. English is the procedural language of the arbitration.
- 11.2. The Tribunal and the Secretariat shall communicate with the Parties in English.
- 11.3. Documents filed in any other language must be accompanied by a translation into English.
- 11.4. It is sufficient to translate only the relevant part of a supporting document, unless the Tribunal orders a Party to provide a fuller or a complete translation.
- 11.5. It is for each Party to choose its means of producing translations, provided always that the translations are of the requisite quality and accuracy such that the cost of translation-related disputes can be kept to a minimum. For the avoidance of doubt, translations need not be certified, unless a dispute between the Parties as to the translation of a document arises. If a Party disagrees with a translation of a witness statement, expert report, or any accompanying documentation, the Parties shall attempt to reach an agreement on the translation. If no agreement is reached within 14 days of a Party notifying its disagreement with the translation to the other Party, the Tribunal shall take the necessary decision, for which it may appoint a certified translator to have the document(s) in question translated.
- 11.6. Documents exchanged between the Parties in a language other than English under §15 below (Production of Documents) need not be translated.
- 11.7. The testimony of a witness or expert called for examination during the hearing who needs to give evidence in a language other than in English shall be interpreted, simultaneously if possible. ICSID will consult the parties on the identity of the interpreters prior to their engagement.
- 11.8. The Parties will notify the Tribunal which witnesses or experts require interpretation, no later than when notifying which witnesses and experts are called for examination at the hearing (see Schedule Annex B below) and as soon as possible.
- 11.9. The costs of interpretation will be paid from the advance payments made by the Parties, without prejudice to the decision of the Tribunal as to which Party shall ultimately bear those costs.

12. Routing of Communications  
*Arbitration Rule 6*

- 12.1. Written communications in the case shall be transmitted by email or other electronic means to the Parties, the Tribunal Secretary, and the Tribunal.
- 12.2. Electronic versions of communications to be filed simultaneously (by order of the Tribunal or agreement of the Parties) shall be transmitted to the Tribunal Secretary only, who shall send them to the opposing Party and the Tribunal.
- 12.3. The Tribunal Secretary shall not be copied on communications between the Parties when such communications are not intended to be transmitted to the Tribunal.
- 12.4. The email addresses of the Members of the Tribunal are:

Mr. Audley Sheppard KC  
[asheppard@twentyessex.com](mailto:asheppard@twentyessex.com)

Mr. D. Brian King  
[brian.king@dbkingarbitration.com](mailto:brian.king@dbkingarbitration.com)

Mr. Eduardo Silva Romero  
[Eduardo.SilvaRomero@wordstone.com](mailto:Eduardo.SilvaRomero@wordstone.com)

13. Number of Copies and Method of Filing of Parties' Pleadings  
*Arbitration Rules 4, 5 and 9*

- 13.1. By the relevant filing date, the Parties shall submit by email to the Tribunal Secretary and the opposing Party an electronic version of the pleading with witness statements, expert reports and an index of all supporting documentation ("**Electronic Email Filing**"). For the sake of clarity, the Electronic Email Filing shall not include exhibits and legal authorities. In the case of simultaneous submissions, each Party shall send its submission within the applicable time-limit only to the Tribunal Secretary, who will then dispatch them to the Tribunal and to the other Party.<sup>1</sup>
- 13.2. The Parties shall, no later than three business days after the Electronic Email Filing, upload the pleading with all the supporting documentation (i.e. witness statements, expert reports, and exhibits and legal authorities) and updated index to the file sharing platform that has been created by ICSID for purposes of this case ("**Electronic Platform Filing**").<sup>2</sup>
- 13.3. Any translations shall be uploaded to the file sharing platform no later than 14 calendar days from the Electronic Platform Filing.
- 13.4. Any member of the Tribunal may request hard copies of materials submitted by the parties; upon receipt of such a request, the relevant Party will courier the requested

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<sup>1</sup> Please note that the World Bank server does not accept emails larger than 25 MB.

<sup>2</sup> Supporting documentation shall be uploaded as individual files, not in .zip format.

material to the relevant Tribunal member within 3 working days following the Electronic Platform Filing.

- 13.5. Electronic files of pleadings, witness statements, expert reports, exhibits and legal authorities shall be text searchable (i.e., OCR PDF or Word).
- 13.6. Exhibits may be submitted in an extension other than .pdf when technically required (i.e., .xls (Excel) or .rar (WinRAR files)). Excel spreadsheets must show the formulae used.
- 13.7. All pleadings shall contain consecutively numbered paragraphs and shall be accompanied by a cumulative index of all the supporting documentation that the Party has submitted up to the date of the pleading. The index shall indicate the exhibit or authority number and the pleading with which it was submitted, and shall follow the naming conventions contained in **Annex A**.
- 13.8. At the conclusion of the written phase of the proceeding, on a date to be determined by the Tribunal, or at any other time the Tribunal or the Secretariat so requests, the Parties shall upload to the file sharing platform, in a format that can be readily downloaded, an electronic copy of the entire case file (including pleadings, witness statements, expert reports, exhibits, legal authorities and Tribunal decisions and orders to date) with a consolidated hyperlinked index of all documents.<sup>3</sup>
- 13.9. The official date of receipt of a pleading or written communication shall be the day on which the Electronic Email Filing is sent to the Tribunal and the Tribunal Secretary by email.
- 13.10. A filing shall be deemed timely if sent by a Party by midnight, London, United Kingdom time, on the relevant date. If a filing falls on a Saturday or Sunday, the relevant date is the subsequent business day.
- 13.11. Extensions for the submission of pleadings may be agreed between the Parties or granted by the Tribunal for justifiable reasons and pursuant to §6 above, provided that such extensions do not affect the dates fixed for any hearing or other meeting and that the request for an extension is submitted as soon as practicable after a Party becomes aware of the circumstances which prevent it from complying with the deadline.

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<sup>3</sup> To ensure the full operation of the hyperlinked index, the entire folder shall be housed within one folder and then uploaded to BOX as a single zip file. Should the size of the zip file make the upload to BOX impossible, the parties shall upload the organized folder to a designated sub-folder on to the BOX files sharing platform, in a sub-folder and including a consolidated (non-hyperlinked) index.

14. Number and Sequence of Pleadings – Procedural Calendar

*Arbitration Rule 30*

- 14.1. The number and sequence of pleadings, as well as the date for any hearings, can be found in the schedule attached as **Annex B**.

15. Production of Documents

*Convention Article 43(a); Arbitration Rules 5 and 36-40, Article 9 of the 2020 IBA Rules on the Taking of Evidence in International Arbitration*

- 15.1. The timetable for document production and any subsequent submissions shall be as set forth in **Annex B**, and the following procedures shall apply:
- 15.1.1. On the applicable date specified in **Annex B**, each Party may serve requests for production of documents on the other Party. Every request for production of documents shall precisely identify each document, or narrow and specific categories of documents sought and establish its or their relevance and materiality to the outcome of the dispute. Each request must also explain why the requesting Party assumes the documents are in the possession, custody, or control of the other Party. Such a request shall not be copied to the Tribunal or the Tribunal Secretary.
  - 15.1.2. Each Party shall state in writing its responses or objections to the requested documents with reference to the objections listed in Article 9(2) of the International Bar Association Rules on the Taking of Evidence in International Arbitration, 2020 (“**IBA Rules**”) on the applicable date specified in **Annex B**. Such responses and objections shall not be copied to the Tribunal, or the Tribunal Secretary.
  - 15.1.3. The IBA Rules shall be used as a guideline by the Parties and the Tribunal for the production of evidence, but they shall not be binding on the Parties or the Tribunal.
  - 15.1.4. On the applicable date specified in **Annex B**, the requesting Party shall file its replies in writing with the Tribunal and the Tribunal Secretary concerning any production response or objection made by the other Party, with a copy of such replies to be simultaneously provided to the other Party.
  - 15.1.5. Prior to ruling on any objections to document production requests, the Tribunal may hold an organizational meeting with the Parties on the date specified in **Annex B**, should the Tribunal consider that such a meeting would be helpful for purposes of making its rulings on document production requests.

- 15.1.6. The Tribunal shall rule on the objections by the date specified in **Annex B**.
- 15.1.7. A Party shall produce the requested documents responsive to the other Party's request to which it does not object or that is granted by the Tribunal by the document production completion date specified in **Annex B**.
- 15.1.8. The requests, responses or objections to the requests, the replies to the responses or objections to the requests, and the Tribunal's decisions referred to in this §15 shall be recorded in a joint schedule in the format set out in **Annex C** (the "**Stern Schedule**") and submitted in both Word and .pdf format.
- 15.1.9. Neither Party shall be permitted to submit additional requests for the production of documents, save under justified circumstances at the discretion of the Tribunal upon a reasoned written request followed by observations from the other Party.
- 15.2. Where documents are withheld on grounds of privilege or confidentiality, they should be recorded in a privilege and confidentiality log to be provided to the other Party with the documents produced pursuant to the document production requests. The privilege and confidentiality log should contain (a) the author(s); (b) the recipient(s) of the document; (c) the date; and (d) the basis for the claim of privilege or confidentiality (as applicable).
- 15.3. In dealing with matters of confidentiality or privilege, the Tribunal shall have the power to (i) review the documents in camera, (ii) take any appropriate protective measures, such as redactions, or (iii) direct that the documents be reviewed by a privilege master whose terms of appointment shall be determined by the Tribunal after hearing the Parties.
- 15.4. When ruling on objections based on confidentiality or privilege the Tribunal shall apply the standard it considers appropriate, without the need to apply any particular national law or professional rules.
- 15.5. Should a Party fail to produce documents as ordered by the Tribunal without good cause, the Tribunal may draw adverse inferences for such failure, either on its own motion or upon a reasoned application setting out the nature of the requested inference and its consequences on the relief sought.
- 15.6. Documents the production of which is ordered by the Tribunal shall be produced directly to the requesting Party without copying the Tribunal or the Tribunal Secretary and shall not be considered as part of the evidentiary record unless and until the requesting Party subsequently introduces them in the record in accordance with these procedural rules.

- 15.7. The disclosure of documents under this section shall be made electronically through a file sharing platform which can be accessed by counsel to the Parties, in PDF format or some other similar format to which the Parties may later agree. Each document shall be produced with a bates number. On the date of the production, each Party shall provide the other Party with (i) a list indicating the bates numbers of the documents that it is producing and the request number to which the document is responsive; and (ii) a declaration by the Party and external counsel affirming that all relevant searches were conducted to identify and produce all responsive documents.
- 15.8. The Parties have a continuing obligation to produce responsive documents after the conclusion of the Document Production phase.

16. Submission of Documents

*Convention Article 44; Arbitration Rule 5*

- 16.1. The Memorial and Counter-Memorial shall be accompanied by the documentary evidence relied upon by the Parties, including exhibits and legal authorities. Further documentary evidence relied upon by the Parties in rebuttal shall be submitted with the Reply and Rejoinder.
- 16.2. The documents shall be submitted in the manner and form set forth in §13, above.
- 16.3. Neither Party shall be permitted to submit additional or responsive documents after the filing of its respective last pre-hearing written submission, unless the Tribunal determines that special circumstances exist based on a timely and reasoned written application followed by observations from the other Party.
- 16.3.1. Should a Party request leave to file additional or responsive documents, that Party may not annex the documents that it seeks to file to its request.
- 16.3.2. If the Tribunal grants such an application for submission of an additional or responsive document, the Tribunal shall ensure that the other Party is afforded sufficient opportunity to make its observations concerning such document.
- 16.4. The Tribunal may call upon the Parties to produce documents or other evidence in accordance with ICSID Arbitration Rule 36(3).
- 16.5. Documents shall be submitted in the following form:
- 16.5.1. The number of each Exhibit containing a document produced by Claimant shall be preceded by the letter “C-” for factual exhibits and “CL-” for legal exhibits containing authorities etc. The number for each Exhibit containing a document

produced by Respondent shall be preceded by the letter “R-” for factual exhibits and “RL-” for legal exhibits containing authorities etc.

16.5.2. Exhibits and legal authorities shall be numbered consecutively throughout these proceedings, commencing with “C-001” and “R-001,” and “CL-001” and “RL-001” respectively. The number of the exhibit or legal authority shall appear on the first page of the document, and shall be incorporated into the file name in accordance with §16.5.3.

16.5.3. Electronic files and the accompanying indexes shall follow the naming conventions contained in **Annex A**.

- 16.6. Copies of documentary evidence shall be assumed to be authentic unless specifically objected to by a Party, in which case the Tribunal will determine whether authentication is necessary.
- 16.7. The Parties shall file all documents only once by submitting them with their pleadings. Documents need not be resubmitted with witness statements even if referred to in such statements.
- 16.8. During Hearings, the Parties may use PowerPoint slides and demonstrative exhibits (such as charts, tabulations, etc., compiling information which is on record but not presented in such form), provided that they (i) identify the source in the record from which the information is derived, (ii) do not contain information not in the record.
- 16.9. An electronic copy of each demonstrative exhibit, other than PowerPoint slides, shall be distributed by the Party intending to use it via an electronic mail sent to the entire case email distribution for each Party, the Members of the Tribunal, and the Tribunal Secretary, and to the court reporter and the interpreters as necessary, by 8pm the evening before such documents are intended to be used, unless otherwise decided at the Pre-Hearing Organizational meeting. PowerPoint slides shall be distributed 30 minutes before the time they are to be used.
- 16.10. Sections 16.1 to 16.9 above shall also apply to any non-documentary evidence submitted by the Parties, such as audio and video files.
- 16.11. In addition, promptly after the conclusion of the hearing day on which a demonstrative exhibit, including a PowerPoint slide, is used, the Parties shall upload it to the case folder in the BOX files sharing platform, designating it with the corresponding CD-\_\_ or RD-\_\_ number.



17. Witness Statements and Expert Reports

*Convention Article 43(a); Arbitration Rule 38*

- 17.1. Witness statements and expert reports shall be filed together with the Parties' pleadings. They shall be consecutively numbered "CWS-" and "CER-" for Claimant and "RWS-" and "RER-" for Respondent.
- 17.2. Neither Party shall be permitted to submit any testimony that has not been filed with the written submissions, unless the Tribunal determines that special circumstances exist based on a reasoned written request followed by observations from the other Party (following the procedure outlined in §16.3).
- 17.3. Each witness statement and expert report shall be signed and dated by the witness and shall indicate the language in which it was prepared. (As noted in §11.3, if a statement or report is filed in any other language, it must be accompanied by a translation into English). Scanned signatures and electronic signatures are acceptable.

18. Examination of Witnesses and Experts

*Arbitration Rule 38, IBA Rules, Article 4*

- 18.1. Each witness whose witness statement and expert whose statement or report has been submitted as set forth in §17 above shall be available for examination at the hearing, subject to the provisions of this Order.
- 18.2. On the date provided in **Annex B**, each Party shall submit to the opposing Party, the Tribunal and the Tribunal Secretary a request to call at the hearing for examination and cross-examination any witness or expert presented by the other Party whose written testimony has been submitted with the pleadings.
- 18.3. Within one week of the Party's notifications pursuant to §18.2 above, the Tribunal will communicate to the Parties the persons not called by the Parties whom it wishes to question, if any.
- 18.4. No witness called by a Party shall be allowed to testify unless a written witness statement has been provided from that witness together with the written submission relying on such witness statement. In the witness statement and prior to giving oral evidence at the hearing, each witness shall affirm that his or her written and oral statements are true, correct and materially complete.
- 18.5. No expert called by a Party shall be allowed to testify unless a written expert report has been provided from that expert together with the written submission relying on such report. In the expert report and prior to giving oral evidence at the hearing,

each expert shall affirm that his or her written and oral statements are true, correct, and materially complete.

- 18.6. A Party that does not call a witness or expert proffered by the other Party for cross-examination shall not be deemed to have agreed to the content of the corresponding witness statement or expert report. The Tribunal will assess the weight of the written statement taking into account the entire record and all relevant circumstances.
- 18.7. If a witness or expert is unable to appear personally at a hearing for a valid cause, the Tribunal may permit alternative arrangements (such as videoconference facilities) upon consultation with the Parties.
- 18.8. If a witness or expert fails to testify at the hearing without justification, the Tribunal may order the witness statement of such witness or report or statement of such expert to be struck from the record, or may attach such weight as it thinks appropriate in the circumstances to the witness statement or expert report or statement. If a witness's or expert's absence is determined to be justified (e.g., health) the Tribunal may rely on the witness statement or expert report or statement after hearing the Parties.
- 18.9. Each Party shall be responsible for the practical arrangements, cost and availability of its own witnesses and experts. The Tribunal will decide upon the appropriate allocation of such costs in its final award.
- 18.10. Matters regarding the conduct of any hearings (including order of appearance of witnesses, scope and modalities of any witness examinations, allocation of time between the Parties, hearing bundles, witness sequestration, etc.) shall be agreed upon by the Parties at a later stage and in advance of the relevant hearing, or, failing such agreement, decided by the Tribunal after consultation with the Parties during a Pre-hearing Organisational Meeting to be held on a date set out in the Procedural Timetable in **Annex B**.

19. Pre-Hearing Organizational Meetings  
*Arbitration Rule 31*

- 19.1. A pre-hearing organizational meeting shall be held on a date to be determined by the Tribunal following consultation with the Parties. It shall comprise a videoconference between the Tribunal, or its President, and the Parties and should address any outstanding procedural, administrative, and logistical matters (including modality of interpretation and transcription) in preparation for the hearing.

20. Case Management Conferences  
*Arbitration Rule 31*

20.1. The Tribunal shall convene case management conferences with the Parties, as necessary, in accordance with ICSID Arbitration Rule 31 in order to (i) put in place a process to identify uncontested facts (e.g., through the submission of a joint chronology of facts); (ii) clarify and narrow the issues in dispute (e.g., by addressing tribunal questions, or submitting a decision tree, road map, matrix(es) and/or skeleton arguments); or (iii) address any other procedural or substantive issue related to the resolution of the dispute (e.g., the appointment of a Tribunal-appointed expert, or the production of evidence). It is expected that such case management conference will be held on a date to be determined by the Tribunal following consultation with the Parties.

21. Hearings  
*Arbitration Rule 32*

- 21.1. The oral procedure shall consist of a hearing for examination of witnesses and experts, if any, and for oral arguments.
- 21.2. The hearing shall presumptively be held in-person. However, having due regard to the views of the Parties and the specific circumstances of the case, including any relevant travel or public health/security restrictions, the Tribunal may decide to hold a hearing remotely or in a hybrid form.
- 21.3. The hearing shall take place on the dates stipulated in **Annex B**.
- 21.4. The Members of the Tribunal shall reserve at least one day after the hearing to determine the next steps and to hold deliberations.

22. Recordings of Hearings and Sessions  
*Arbitration Rule 29(4)(i)*

- 22.1. Recordings shall be made of all hearings and sessions. If a hearing or session is conducted remotely, video recordings may be made as well. The recordings shall be provided to the Parties and the Tribunal Members.
- 22.2. All necessary arrangements for audio or video recordings and verbatim transcription shall be made by ICSID.
- 22.3. A verbatim transcript in the procedural language shall be made of any hearing and session other than sessions on procedural issues. For sessions on procedural issues, such transcripts shall be made if one of the Parties so requests. Transcripts shall be

provided to the Parties and the Tribunal Members. Unless otherwise agreed by the Parties or ordered by the Tribunal, the verbatim transcript shall be available in real-time (using LiveNote or similar software) and electronic transcripts shall be provided to the Parties and the Tribunal on a same-day basis.

- 22.4. The Parties shall agree on any corrections to the transcripts within 30 calendar days of the receipt of the sound recordings and transcripts. The agreed corrections may be entered by the court reporter in the transcripts (“revised transcripts”). The Tribunal shall decide upon any disagreement between the Parties and any correction adopted by the Tribunal shall be entered by the court reporter in the revised transcripts.

23. Post-Hearing Memorials and Statements of Costs

*Convention Article 44; Arbitration Rules 51*

- 23.1. In consultation with the Parties, the Tribunal will determine at the appropriate time whether there shall be post-hearing briefs, post-hearing oral submissions, or any other post-hearing submissions. If so, the Tribunal will address the time limits for preparing, the length, format and content of such post-hearing submissions. No new evidence may be produced together with the post-hearing submissions, except with leave from the Tribunal.
- 23.2. The Tribunal will issue directions on the Parties’ statements of costs at the end of the hearing.

24. Transparency and Confidentiality Matters

*Convention Article 48(5), Arbitration Rules 62-66*

- 24.1. The Parties agree that the transparency and confidentiality regime governing these proceedings is dealt with in Procedural Order No. 2.

25. Data Privacy and Cybersecurity

- 25.1. The Members of the Tribunal, the Parties and their representatives acknowledge that the processing of their personal data is necessary for the purposes of this arbitration proceeding. They acknowledge having read ICSID’s [Personal Data Privacy Notice – Proceedings](#) (“Notice”).
- 25.2. The Members of the Tribunal, the Parties and their representatives agree to comply with all applicable data protection and privacy regulations, including providing appropriate notice to data subjects whose personal data will be processed in the arbitration proceeding, where necessary. Should compliance with applicable law require action from another participant in the arbitration proceeding, the Parties are

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invited to bring that to the attention of that other participant and/or to apply to the Tribunal for specific data protection measures to be put in place.

- 25.3. The Parties and their representatives shall ensure that the storage and exchange of the personal data processed in this arbitration is protected by way of appropriate technical and organizational safeguards.
- 25.4. Unless otherwise provided in this Procedural Order, all communications and submissions in this Proceeding shall be transmitted using only secure email accounts used primarily for business purposes and USB drives and file transfer platforms that are duly encrypted. In the event that any Party becomes aware of an actual or reasonably suspected data breach, i.e., unauthorized or unintentional access to any documents disclosed in connection with the arbitration, that Party shall immediately notify the Tribunal and the other Party. In case of special need, the Parties may agree upon or request from the Tribunal any further cybersecurity measures.
- 25.5. In the event of specific concerns about document security, any Party may, at any time during the Proceeding, request that the Tribunal issues a Confidentiality Order in respect of any particular document(s) that contain sensitive information or a procedural order concerning document security or confidentiality more generally. The Tribunal will consult with the Parties before making any such order.

26. Amicable Dispute Settlement

- 26.1. The Tribunal notes that the Parties may seek to reach an amicable settlement of all or part of the dispute, including through mediation under the ICSID Mediation Rules, at any time in the proceeding. If the Parties settle the dispute in full, they may request that the Tribunal embody their settlement in its Award, pursuant to ICSID Arbitration Rule 55(2). Any agreement pursuant to ICSID Arbitration Rule 54(1), made in order to pursue amicable settlement discussions, should be communicated to the Tribunal.

This Procedural Order No. 1 may be amended or supplemented, and the procedures for the conduct of this arbitration modified, pursuant to such further directions or Procedural Orders as the Tribunal may from time to time issue and for this purpose the Parties are at liberty to apply.

On behalf of the Tribunal,

[signed]

Mr. Audley Sheppard KC  
President of the Tribunal  
Date: May 14, 2025



## Annex A – Electronic File Naming Guidelines

Please follow these guidelines when naming electronic files and for the accompanying Consolidated Hyperlinked Index. The examples provided (in *italics*) are for demonstration purposes only and should be adapted to the relevant phase of the case.

All pleadings and accompanying documentation shall indicate the LANGUAGE in which they are submitted (e.g. FIN=Finnish; ENG= English). Such indication should be reflected both i) in the name used to identify each individual electronic file and ii) in the Consolidated Hyperlinked Index (which shall be attached to each submission).

For cases with a single procedural language, the “LANGUAGE” designation may be omitted, except for documents in a language other than the procedural language and the corresponding translations.

SUBMISSION TYPE	ELECTRONIC FILE NAMING GUIDELINES
MAIN PLEADINGS	<b>Title of Pleading–LANGUAGE</b>
	<i>Memorial on Jurisdiction</i>
	<i>Counter-Memorial on the Merits and Memorial on Jurisdiction</i>
	<i>Reply on Annulment</i>
	<i>Rejoinder on Quantum</i>
SUPPORTING DOCUMENTATION  Exhibits to Party submissions and witness statements	<b>C-###–LANGUAGE</b>
	<b>R-###–LANGUAGE</b>
	To be produced sequentially throughout the case.
	<b>CLAIMANT’S FACTUAL EXHIBITS</b>
	<i>C-001-ENG</i>
	<i>C-002-FIN</i>
	<b>RESPONDENT’S FACTUAL EXHIBITS</b>
	<i>R-001-ENG</i> <i>R-002-FIN</i>
Legal Authorities	<b>CL-###–LANGUAGE</b>
	<b>RL-####–LANGUAGE</b>
	To be produced sequentially throughout the case.
	<b>CLAIMANT’S LEGAL AUTHORITIES</b>
	<i>CL-001-ENG</i>
	<i>CL-002-FIN</i>
	<b>RESPONDENT’S LEGAL AUTHORITIES</b>
	<i>RL-001-FIN</i> <i>RL-002-ENG</i>
Witness Statements	<b>Party Witness Statement-Number-Name of Witness–LANGUAGE</b>
	<i>CWS-I-Jones-FIN</i>
	<i>CWS-I-Jones-ENG</i>
Expert Reports and Legal Opinions	<b>Party Expert-Name of Expert-Number–LANGUAGE</b>
	<i>CER-Smith-I-ENG</i>
	<i>CER-Smith-II-ENG</i>
Exhibits to Expert Reports and Legal Opinions	<b>EXPERT INITIALS-###</b>
	<i>For exhibits filed with the Expert Report or Legal Opinion of [Tom Kaine]</i>
	<i>TK-001</i>
	<i>TK-002</i>
INDICES	<b>Consolidated Hyperlinked Index</b>
	<b>Index of Exhibits-C-### to C-###</b>

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<b>OTHER APPLICATIONS</b>	<i>Index of Exhibits-C-001 to C-023</i>
	<b>Index of Legal Authorities-RLA-### to RLA-###</b>
	<i>Index of Legal Authorities-RLA-001 to RLA-023</i>
	<b>Party Name-Name of Application</b>
	<i>Claimant's Preliminary Objections under Rule 41(5)</i>
	<i>Respondent's Request for Bifurcation</i>
	<i>Respondent's Request for Provisional Measures</i>
	<i>Claimant's Request for Production of Documents</i>
	<i>Respondent's Request for Stay of Enforcement</i>
	<i>Claimant's Request for Discontinuance</i>
	<i>Claimant's Post-Hearing Brief</i>
	<i>Claimant's Costs Submissions</i>
	<i>Claimant's Observations to Request for [XX]</i>

**Annex B – Procedural Calendar**



<b>Scenario 1 (Bifurcation/Trifurcation Denied)</b> The following timetable shall apply in the event that the Respondent REQUESTS that its preliminary objections and/or its arguments regarding damages are bifurcated or trifurcated and the Tribunal DENIES such request				
Parties' Agreed Timetable				
Description	By	Interval	Date	PO1 §
First session	All	-	29 April 2025	Introduction
Memorial	Claimant	c. 7 weeks	19 June 2025	§16.1
Request for Bifurcation	Respondent	c. 2.5 weeks	7 July 2025	AR 42, 44
Answer to Request for Bifurcation	Claimant	c. 2.5 weeks	25 July 2025	AR 44
Reply on Bifurcation	Respondent	2 weeks	8 August 2025	AR 44(1)(d)
Rejoinder on Bifurcation	Claimant	2 weeks	22 August 2025	AR 44(1)(d)
Notification of the Tribunal's Decision on Bifurcation (without reasons)	Tribunal	3 weeks	12 September 2025 (with reasoned decision to follow by 3 October 2025)	AR 42
Counter-Memorial on the Merits and Memorial on Preliminary Objections	Respondent	c. 18 weeks (including Christmas and New Years' holidays); 30 weeks from Claimant's Memorial	15 January 2026	§16.1
Production of Documents Phase				
Request for Production of Documents	Claimant and Respondent	4 weeks	12 February 2026	§15
Objections to Document Requests	Claimant and Respondent	3 weeks	5 March 2026	§15
Responses to Objections	Claimant and Respondent	2 weeks	19 March 2026	§15
Decision on Requests	Tribunal	3 weeks	9 April 2026	§15

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Production as Ordered	Claimant and Respondent	5 weeks	14 May 2026	§15
Reply on the Merits and Counter-Memorial on Preliminary Objections	Claimant	7 weeks; 25 weeks from Respondent's Counter-Memorial	2 July 2026	§16.1
Rejoinder on the Merits and Reply on Preliminary Objections	Respondent	c. 17 weeks (including summer holidays)	30 October 2026	§16.1
Rejoinder on Preliminary Objections	Claimant	7 weeks	18 December 2026	§16.1
Notification of Witnesses and Experts	Claimant and Respondent	c. 3 weeks	7 January 2027	§18
CMC on Hearing Organization	All	TBD	TBD	§19
Provision of Hearing Bundle	Claimant and Respondent	TBD	TBD	§21
Hearing (up to 5 days, with precise duration to be determined in due course)	All	TBD	22-26 February 2027	§21
Corrections to Hearing Transcripts	Claimant and Respondent	TBD	TBD	§22
Post-hearing written submissions, if any	Claimant and Respondent	TBD	Need, timing and format (including page limits) to be determined at the Hearing	
Simultaneous Costs Submissions	Claimant and Respondent	TBD	TBD	§23
Award	Tribunal	TBD	TBD	§5

<b>Scenario 2 (Bifurcation / Trifurcation granted)</b> The following timetable shall apply in the event that Respondent REQUESTS that its preliminary objections and/or its arguments regarding damages are bifurcated and/or trifurcated, and the Tribunal GRANTS the bifurcation of preliminary objections				
<b>Description</b>	<b>By</b>	<b>Interval</b>	<b>Date</b>	<b>PO1 §</b>
First session	All	-	29 April 2025	Introduction
Memorial	Claimant	9 weeks	19 June 2025	§16.1
Request for Bifurcation	Respondent	c. 2.5 weeks	7 July 2025	AR 42, 44
Answer to Request for Bifurcation	Claimant	c. 2.5 weeks	25 July 2025	AR 44
Reply on Bifurcation	Respondent	2 weeks	8 August 2025	AR 44(1)(d)
Rejoinder on Bifurcation	Claimant	2 weeks	22 August 2025	AR 44(1)(d)
Notification of the Tribunal's Decision on Bifurcation (without reasons)	Tribunal	3 weeks	12 September 2025 (with reasoned decision to follow by 3 October 2025)	AR 42
Memorial on Preliminary Objections	Respondent	c. 6 weeks	23 October 2025	§16.1
Counter-Memorial on Preliminary Objections	Claimant	11 weeks (including Christmas and New Years' holidays)	8 January 2026	§16.1
<b>Production of Documents Phase (if requested by any of the Parties)</b>				
Requests for Production of Documents	Claimant and Respondent	3 weeks	29 January 2026	§15
Objections to Requests for Production of Documents	Claimant and Respondent	3 weeks	19 February 2026	§15



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Responses to Objections – Sent to Tribunal	Claimant and Respondent	3 weeks	12 March 2026	§15
Decision on Requests	Tribunal	2 weeks	26 March 2026	§15
Production of non-objected Documents and Documents as Ordered	Claimant and Respondent	2 weeks	9 April 2026	§15
Reply on Preliminary Objections	Respondent	7 weeks	28 May 2026	§16.1
Rejoinder on Preliminary Objections	Claimant	10 weeks	6 August 2026	§16.1
Notification of Witnesses and Experts	Claimant and Respondent	1 week	13 August 2026	§18
CMC on Hearing Organization	All	TBD	TBD	§19
Provision of Hearing Bundle	Claimant and Respondent	TBD	TBD	§21
Hearing on Preliminary Objections (2 days reserved, in person)	All	c. 5.5 weeks	21-22 September 2026	§21
Corrections to Hearing Transcripts	Claimant and Respondent	TBD	TBD	§22.4
Simultaneous Costs Submissions	Claimant and Respondent	TBD	TBD	§23
Decision on Jurisdiction or Award	Tribunal	TBD	TBD	§5
<i>If the Tribunal decides that it has jurisdiction, the remainder of the Procedural Timetable will be determined at that stage.</i>				

**Annex C – Stern Schedule**

<b>Documents or Category of Documents Requested</b>	
<b>Relevance and Materiality According to Requesting Party</b>	
a. <b>Ref. to Submissions, Exhibits, Witness Statements or Expert Reports</b>	
b. <b>Comments</b>	
<b>Responses/ Objections to Document Request</b>	
<b>Reply to Objections to Document Request</b>	
<b>Tribunal's Decision</b>	