

INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

ExxonMobil Petroleum & Chemical BV

v.

Kingdom of the Netherlands

(ICSID Case No. ARB/24/44)

PROCEDURAL ORDER NO. 1

Members of the Tribunal

Prof. Dr. Mohamed S. Abdel Wahab, President of the Tribunal

Prof. Stanimir A. Alexandrov, Arbitrator

Prof. Jorge E. Viñuales, Arbitrator

Secretary of the Tribunal

Izabela Chabinska

September 17, 2025

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Introduction

The first session of the Tribunal was held following a hearing on the Claimant's application for provisional measures, on August 26, 2025, at 12:10 p.m. EST, by video conference *via* Zoom. The session was adjourned at 1:30 p.m. EST.

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

Participating in the conference were:

Members of the Tribunal:

Prof. Dr. Mohamed S. Abdel Wahab, President of the Tribunal

Prof. Stanimir A. Alexandrov, Arbitrator

Prof. Jorge E. Viñuales, Arbitrator

ICSID Secretariat:

Ms. Izabela Chabinska, Secretary of the Tribunal

On behalf of the Claimant:

Mr. Justin Anderson, ExxonMobil Petroleum & Chemical BV

Mr. Estuardo Sierra, ExxonMobil Petroleum & Chemical BV

Mr. Tom Sikora, ExxonMobil Petroleum & Chemical BV

Mr. Nigel Blackaby KC, Freshfields US LLP

Mr. Lee Rovinescu, Freshfields US LLP

Mr. Jelle Drok, Freshfields LLP

Ms. Nathalie Colin, Freshfields LLP

Ms. Ruth Montiel, Freshfields US LLP

Mr. Gregorio Pettazzi, Freshfields LLP

Mr. Diego Perez, Freshfields US LLP

Mr. Adam Weir, Freshfields US LLP

Mr. Gaibar Hasami, Freshfields LLP

On behalf of the Respondent:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Procedural Order No. 1

Mr. Stephen Fietta KC, Fietta LLP
Prof. Freya Baetens, Fietta LLP
Ms. Charlotte Westbrook, Fietta LLP
Mr. Abdullah Tariq, Fietta LLP
Ms. Nelli Kichigina, Fietta LLP
Ms. Jane Byrne, Fietta, LLP
Ms. Yoonsong Choi, Fietta, LLP
Ms. Emilie Gonin, Brick Court Chambers

The Tribunal and the Parties considered the following:

- The draft Procedural Order Nos. 1 and 2 circulated by the Tribunal Secretary on July 28, 2025; and
- The Parties' comments on the draft Procedural Order No. 1 dated August 18, 2025, indicating the items on which they agreed and their respective positions regarding the items on which they did not agree, together with the Parties' respective proposals regarding the procedural timetable; the updated draft Procedural Order No. 1 circulated by the Tribunal Secretary on August 22, 2025 reflecting the Tribunal's proposals; and the Parties' comments on the draft Procedural Order No. 2 dated August 19, 2025.

At the first session, the Parties were invited to confer and provide a joint proposal regarding the procedural timetable including on bifurcation as discussed by the Parties at the first session. Further to the Tribunal's invitation, the Parties submitted their agreed procedural timetable on September 2, 2025. On the same day, the Claimant submitted further comments on the procedural timetable including on bifurcation.

On September 8, 2025, the Respondent requested leave to respond to the Claimant's comments of September 2, 2025. The Tribunal granted the Respondent's request, further to which the Respondent submitted its response on September 10, 2025.

Further to the reasons communicated to the Parties in ICSID's letter of September 17, 2025, the Tribunal has determined that the procedural timetable shall be as set out below in **Annex B**.

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 Convention and 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 July 15, 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 March 14, 2025 and July 15, 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.

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 communication 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. “Rulings” are defined as Orders, Decisions, and Awards from the Tribunal in this case.
- 5.2. Rulings of the Tribunal shall be taken by a majority of the Members of the Tribunal.
- 5.3. Rulings may be made by any appropriate means of communication.
- 5.4. Rulings may be signed electronically.
- 5.5. The President is authorized to sign procedural orders and decisions on behalf of the Tribunal.
- 5.6. When the matter is urgent, the President may decide procedural matters without consulting the other Members, subject to possible reconsideration of such decision by the full Tribunal.
- 5.7. 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., extensions of time.
- 5.8. 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 issuing the ruling, in accordance with ICSID Arbitration Rule 12(2).
- 5.9. 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 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).
- 6.2. In exercising the power to fix time limits under Arbitration Rule 10(1), the President shall consult with the Parties as far as possible. If the matter is urgent, the President may fix time limits without consulting the Parties, subject to possible reconsideration of such decision by the full Tribunal.

- 6.3. Short extensions of time may be agreed between the Parties without prior approval by the Tribunal as long as (i) they do not affect the hearing(s) dates or otherwise materially affect the overall schedule of the proceeding as set out in **Annex B**, (ii) they do not shorten the time limit for the Tribunal to issue its rulings or decisions, and (iii) the Tribunal is promptly informed and its approval is sought.

7. Secretary of the Tribunal

Administrative and Financial Regulation 28

- 7.1. The Tribunal Secretary is Ms. Izabela Chabinska, 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. Izabela Chabinska
ICSID
MSN C3-300
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
Tel.: + 1 (202) 458-4374
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Email: imch@worldbank.org
Paralegal name: Ms. Phoebe Ngan
Paralegal email: sngan@worldbank.org
ICSID case address: ARB/24/44@icsidcases.worldbank.org

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

Ms. Izabela Chabinska
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1225 Connecticut Ave. N.W.
(World Bank C Building)
3rd Floor
Washington, D.C. 20036
United States of America
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 sake of good order, the Tribunal may refuse designation of additional agents, counsel, or advocates if the designation would create conflict of interest with one or more members of the Arbitral Tribunal.

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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 make advance payments to 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 October 23, 2024, ICSID informed the Parties that USD 400,000 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 USD 200,000. ICSID received the Claimant's payment on December 16, 2024. Upon the constitution of the Tribunal, by letter of July 18, 2025, ICSID requested that the Respondent pay USD 200,000. ICSID received the Respondent's payment on August 8, 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. Pursuant to Article 62 of the Convention and Arbitration Rule 32, Washington, D.C. shall be the place of the proceeding.
- 10.2. A hearing in person may be held at any place agreed to by the Parties after consulting with the Tribunal. If the Parties do not agree on the place of a hearing, it shall be held at the seat of the Centre pursuant to Article 62 of the Convention. The method of holding a hearing will be determined in accordance with §22.2.

- 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. If a supporting document is lengthy, it shall be permissible to translate only the relevant part of a supporting document and such other parts necessary for the reader to understand the context, provided that the Tribunal may order a Party to provide a more fulsome or a complete translation. If a Party submits only a partial translation of any supporting document filed on the record of the arbitration, either Party may introduce a supplementary translation of any non-translated portion of the document. Such supplementary translations may be submitted at any time during the proceeding, provided they are submitted no later than 14 calendar days before the commencement of the then prevailing final hearing scheduled on the case calendar. Supplementary translations shall use the original exhibit numbering and shall consolidate original and supplementary translations in a single document indicating the Party that translated each excerpt.
- 11.5. In all events, translated text shall include pagination that matches the pagination in the original document. For instance, if a Party only translates text appearing on pages 10 to 15 of a document, the translated text should be paginated identically to the original text (*i.e.*, marking on the translation that it reflects pages 10 to 15 of the original document). Such pagination shall be in addition to any other bates stamping or PDF pagination appearing on the document.
- 11.6. A Party can dispute the accuracy of an opposing Party's translation at any time during the proceedings, provided the dispute is raised with the Tribunal no later than three (3) calendar days before the commencement of the then prevailing final hearing scheduled on the case calendar. If a Party wishes to dispute the accuracy of another Party's translation, it should first contact the opposing Party, identifying and explaining the alleged inaccuracies, to seek to resolve the disagreement between the Parties. If upon such consultations, the Parties agree to a revised translation, then the Parties shall provide the Tribunal with a revised, replacement translation, noting that the revised translation is being submitted upon Party agreement. If upon such consultations the Parties are unable to reach an agreement, then it shall be open to the Parties to raise the alleged inaccuracy of the translation

with the Tribunal, by the deadline indicated in the first sentence of this provision, which may include the submission of a competing translation that clearly marks the areas of disagreement. The other Party shall be afforded the opportunity to comment on any such submission to the Tribunal. The Tribunal shall use its discretion in determining how to resolve any such disagreements between the Parties based on the prevailing procedural context and circumstances.

- 11.7. Documents exchanged between the Parties in a language other than English under §15 below (Production of Documents) need not be translated.
- 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 **Annex B** – Schedule below) and as soon as possible.
- 11.9. The testimony of a witness called for examination during the hearing who prefers to give evidence in a language other than English shall be interpreted, simultaneously if possible.
- 11.10. 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:

Prof. Dr. Mohamed S. Abdel
Wahab
MSW@zulficarpartners.com

Prof. Stanimir A. Alexandrov
salexandrov@alexandrovlaw.com

Prof. Jorge E.
Viñuales
jev32@cam.ac.uk

13. Number of Copies and Method of Filing of Parties' Pleadings

Arbitration Rules 4, 5 and 9

13.1. The Parties shall:

13.1.1. by the relevant filing date, 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;¹ and

13.1.2. within three (3) business days of the filing date,² upload the pleading with all the supporting documentation and updated index to the file sharing platform that has been created by ICSID for purposes of this case;³ and

13.1.3. within twenty-one (21) calendar days of the filing date, upload translations of any supporting documentation to the file sharing platform that has been created by ICSID for purposes of this case.

13.2. Electronic files of pleadings, witness statements, expert reports, exhibits and legal authorities shall be text searchable (i.e., OCR PDF or Word).

13.3. 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 document number and the pleading with which it was submitted and shall follow the naming conventions contained in **Annex A**.

13.4. 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.⁴

13.5. The official date of receipt of a pleading or written communication shall be the day on which the electronic file is sent to the Tribunal Secretary by email.

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

² For purposes of this Procedural Order, a "business day" shall constitute any weekday that is not a public holiday at ICSID's seat, Washington, D.C., or in the Netherlands, as set out in **Annex C**.

³ Supporting documentation shall be uploaded as individual files, not in .zip format.

⁴ 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 filesharing platform, in a sub-folder and including a consolidated (non-hyperlinked) index.

- 13.6. A filing, submission or letter to be submitted pursuant to any procedural deadline shall be deemed timely if sent by a Party by 11:59PM, Washington, D.C. time, on the relevant date. If a filing deadline or any other procedural deadline falls on a Saturday, Sunday or public holiday in Washington, D.C. or the Netherlands (as set out in **Annex C**) the deadline is the subsequent business day for all Parties. A time limit shall be computed from the date on which the limit is announced, with the day of such announcement being excluded from the calculation.

14. Number and Sequence of Pleadings – Procedural Calendar
Arbitration Rule 30

- 14.1. The Procedural Calendar is attached as **Annex B**.

15. Production of Documents

Convention Article 43(a); Arbitration Rules 5 and 36-40

- 15.1. The Tribunal and the Parties shall be guided but not bound by the 2020 IBA Rules on the Taking of Evidence in International Arbitration.
- 15.2. Within the time limit set in **Annex B**, each Party may request from the other Party the production of documents or categories of documents within the other Party's possession, custody or control, in the form of a modified Redfern Schedule as attached in **Annex D** hereto, in both Word and .pdf format. Such a request shall not be copied to the Tribunal, the Secretary of the Tribunal or the Assistant.
- 15.3. Each request for production shall:
- 15.3.1. identify with specificity: (i) the type of documents or narrow category of documents whose production is sought (for example, letters, emails, minutes of meetings, memoranda, notes, reports). The Parties shall, to the extent possible, not use a generic formulation, such as "all documents" or "all records", or use such formulation and then define it to "include" specific types of documents; (ii) the author, sender, recipient, and/or custodian of the requested document or category of documents (i.e., as much as possible, by the name of the individual, department, entity, or organ, as the case may be); and (iii) a date for individual documents or a narrow and proportionate period for a category of documents;
 - 15.3.2. describe the subject matter in sufficient detail and with necessary particulars to enable an effective search for responsive documents to be carried out;
 - 15.3.3. specify that the documents requested are not in the possession, custody or control of the requesting Party (or explain why it would be unreasonable

burdensome for the requesting Party to produce them), and that they are likely to exist and be in the possession, custody or control of the other Party; and

- 15.3.4. explain, with specific references to the record, why the document or category of documents sought is relevant to the case and material to its outcome and, more specifically, with which issue or fact alleged in the arbitration the document sought is concerned.
- 15.4. Within the time limit set forth in **Annex B**, the other Party shall, using the modified Redfern Schedule provided by the first Party, submit its reasons for its refusal to produce responsive documents (objections).
- 15.5. Within the time limit set forth in **Annex B**, the requesting Party may seek an order for the production of the documents that the other Party has refused to produce, in which case it shall reply to the other Party's objections in that same modified Redfern Schedule. At the same time, it shall submit the Word and .pdf copies of the modified Redfern Schedule to the Tribunal.
- 15.6. The Parties shall make no submissions in respect of the steps set out in §§15.12, 15.4, and 15.5 above other than those incorporated in the modified Redfern Schedules.
- 15.7. On or around the date set forth in **Annex B**, the Tribunal will rule upon the production of the documents or categories of documents having regard to the requirements of §15.2, the legitimate interests of the Parties and all the relevant circumstances, including applicable and invoked privileges. For the avoidance of doubt, the Tribunal shall not re-formulate insufficiently precise requests for production.
- 15.8. Documents which the Tribunal orders to be produced, or that the other Party voluntarily agrees to produce, shall be communicated directly to the requesting Party without copying the Tribunal and the Secretary. Documents so communicated shall not be considered to be on record unless and until a Party subsequently files them as exhibits in accordance with §16 below.
- 15.9. In addition, the Tribunal may order a Party to produce documents on its own initiative at any time. In that case, the documents shall be submitted to the other Party and to the Tribunal in accordance with § 16 below and shall be considered to be on record.
- 15.10. If a Party fails to produce documents ordered by the Tribunal, the Tribunal shall be entitled to draw such inferences from such failure to produce as it considers appropriate, in light of all circumstances, including the reasons for the non-production.

15.11. Following the completion of document production, a Party may only request the production of a limited number of documents or a narrow category of documents from the other Party provided the requested documents relate to events occurring after the submission of document production requests. Upon receipt of a request, a Party will respond promptly. If the Party agrees to voluntarily produce the requested documents, it shall do so promptly. If the requested documents are not voluntarily produced by a Party, the requesting Party may request the Tribunal to promptly decide on the unresolved requests. If it orders the production of documents, it shall set a deadline for compliance. Documents voluntarily produced or ordered to be produced, shall be submitted to the other Party as provided in §15.8 above. For the avoidance of doubt, this exceptional process of requesting the production of a limited number of documents or a narrow category of documents in respect of events occurring after the submission of document production requests shall not disrupt or adversely affect the procedural steps as per the agreed upon, or otherwise determined, procedural timetable.

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. These additional documents, including witness statements and expert reports, may be submitted only insofar as the relevance of such additional evidence has arisen as a result of new facts that have occurred since the prior submission, the adverse Party's immediately preceding submission, or if the documents were produced after the Memorial and Counter-Memorial in response to a timely document production request. The Tribunal shall be permitted, but not bound, to exclude from the record any materials that do not conform with the standard established by this provision.

16.2. The documents shall be submitted in the manner and form set forth in §13, above.

16.3. Subject to §§11.4 and 11.5, above, and §16.4 below, neither Party shall be permitted to submit additional or responsive documents after the filing of its respective last 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-0001” and “R-0001,” and “CL-001” and “RL-001” respectively. The number of the exhibit or legal authority shall appear on the top right-hand corner of every page of the document, with sequential bates stamping or PDF pagination (*e.g.*, page 1 of exhibit C-0001 would be marked C-0001-001 and page 2 would be marked C-0001-002, and so forth), and shall be incorporated into the file name in accordance with §16.5.4.

16.5.3. A Party may produce several documents relating to the same subject matter within one Exhibit, numbering each page of such Exhibit separately and consecutively.

16.5.4. Parties should endeavor to submit Exhibits and legal authorities in complete form (except for translations which may be submitted in excerpted form pursuant to 11.4, above). If, however, a Party nevertheless submits a supporting document in excerpted form, it shall so indicate by using the designation “(excerpt)” in the accompanying index. The other Party shall be entitled at any time to request the production of the entirety—including any referenced exhibits, appendices or annexes referenced within the supporting document—of any document submitted on to the record in excerpted form. The Party receiving the request shall produce the complete document within three business days. As an exception to §11.4, above, either Party may submit on to the record any more complete [translated] version of any supporting document already on the record by no later than three (3) calendar days prior to the commencement of any scheduled hearing.

16.5.5. The Parties will avoid producing supporting documents in duplicate (*i.e.*, a supporting document should not be produced on the record using different exhibit or legal authority numbers). In the event that a Party produces a

more complete excerpt or translation of a supporting document already on the record in excerpted form, it shall file that more complete excerpt or translation using the same exhibit or legal authority number, adding “bis”, “ter”, etc., as appropriate, at the end of the name of the Supporting Document.

16.5.6. 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. 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.

17. Witness Statements

Convention Article 43(a); Arbitration Rule 38

- 17.1. Any witness statements shall be filed together with the Parties’ pleadings in a searchable PDF format and have consecutive numbering on pages, headings and paragraphs. If a Party submits multiple statements for any witness, the subsequent statements shall be identified as “Second” and so forth.
- 17.2. Neither Party shall be permitted to submit any witness testimony that has not been filed with the written submissions, unless the Tribunal determines that special and exceptional 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 shall be signed and dated by the witness, and shall stand as the witness’ direct testimony together with oral direct testimony at the hearing to respond to any new factual issues that have been raised since the date of the last written submission presented by the Party presenting the witness.
- 17.4. Any person may present evidence as a witness, including a Party or a Party’s officer, employee, or other representative.
- 17.5. Each witness statement shall also include:

- 17.5.1. the fact witness's full legal name;
- 17.5.2. a disclosure statement detailing any past and present relationship with each Party;
- 17.5.3. a description of the fact witness's position;
- 17.5.4. a full and detailed description of the facts, and the source of the fact witness's information as to those facts;
- 17.5.5. references to any documents, data or information on which the witness relies;
- 17.5.6. a statement as to the language in which the fact witness statement was originally prepared and the language in which the witness anticipates giving testimony at any hearing;
- 17.5.7. an affirmation of the truth of the contents of the witness statement; and
- 17.5.8. the fact witness's signature.

18. Expert Reports

Convention Article 43(a); Arbitration Rule 38

- 18.1. Any expert reports shall be filed together with the Parties' pleadings in a searchable PDF format and have consecutive numbering on pages, headings and paragraphs. If a Party submits multiple reports for any expert, the subsequent reports shall be identified as "Second" and so forth.
- 18.2. Neither Party shall be permitted to submit any expert testimony that has not been filed with the written submissions, unless the Tribunal determines that special and exceptional circumstances exist based on a reasoned written request followed by observations from the other Party (following the procedure outlined in §16.3).
- 18.3. Each expert report shall be signed and dated by the expert.
- 18.4. Each expert report shall also include:
 - 18.4.1. the expert's full legal name;
 - 18.4.2. a disclosure statement detailing any past and present relationship with each Party and any conflicts of interest;
 - 18.4.3. a full *curriculum vitae*;

- 18.4.4. references to all documents, data or information on which the expert relies;
- 18.4.5. native copies of all expert work product that is accompanying the expert report (*i.e.*, in the form of appendices, annexes, exhibits or otherwise);
- 18.4.6. and an affirmation that the expert report reflects the independent judgment and honestly held opinions of the expert witness; and
- 18.4.7. the expert's signature.

19. Examination of Witnesses and Experts

Arbitration Rule 38

- 19.1. On the date provided in **Annex B**, each Party shall identify the witnesses and experts of its opponent whom it intends to cross-examine. A witness or expert whose cross-examination is not sought shall not testify unless the Tribunal directs his or her appearance. If a Party considers that one of its own witnesses or experts who has not been called by the other Party should testify at the hearing, it shall submit a written and reasoned request to the Tribunal, within five calendar days from the date on which the other Party notified the witnesses and experts it wishes to cross-examine at the hearing. The Tribunal will decide whether that witness or expert shall be called, after hearing the other Party and having regard to all relevant circumstances. If the Tribunal does call a witness or expert to appear, the examination of that witness at the hearing will be sequenced as if they had been called by the opposing Party.
- 19.2. Each Party shall be responsible for summoning its own witnesses and experts to the hearing, except when the other Party has waived cross-examination of a witness or expert and the Tribunal does not direct his or her appearance.
- 19.3. Each Party shall be responsible for the practical arrangements, cost and availability of any witness or expert it offers. The Tribunal will decide upon the appropriate allocation of any related costs in the Award.
- 19.4. The Tribunal shall determine whether witness and expert examination shall take place in person or remotely, and will issue appropriate directions accordingly, taking into consideration the method of the hearing, the circumstances of the case and the relevant witness or expert, as well as the logistics, visas and costs associated with the appearance of the relevant witness or expert.
- 19.5. The Tribunal may consider the written statement of a witness who provides a valid reason for failing to appear when summoned to a hearing, or of a witness who was not called for cross-examination, having regard to all the surrounding circumstances, including the fact that the witness was not subject to cross-

examination. The Tribunal shall not consider the witness statement of a witness who fails to appear and does not provide a valid reason.

- 19.6. The remaining procedure for examining fact and expert witnesses at the hearing shall be set out in the pre-hearing procedural order to be issued after the pre-hearing conference referenced in §20 below, after consulting with the Parties.

20. Pre-Hearing Organizational Meetings
Arbitration Rule 31

- 20.1. A pre-hearing organizational meeting shall be held on a date to be determined by the Tribunal after consultation with the Parties. It shall comprise a teleconference or video conference 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.
- 20.2. On a date to be determined by the Tribunal, and in any event no later than the date of the pre-hearing conference, the Parties shall submit to the Tribunal jointly – or, where they are unable to agree, separately – a proposal regarding a daily schedule for the hearing.

21. Case Management Conferences
Arbitration Rule 31

- 21.1. The Tribunal shall convene case management conferences with the Parties 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 a case management conference will be held on a date to be determined by the Tribunal after consultation with the Parties.

22. Hearings
Arbitration Rule 32

- 22.1. The oral procedure shall consist of a hearing for examination of witnesses and experts, if any, and for oral arguments.

- 22.2. The hearing may be held in-person or by any other means of communication as determined by the Tribunal after consultation with the Parties. An in-person hearing shall be held at a place to be determined in accordance with §10.2 above.
- 22.3. Having due regard to the views of the Parties and the specific circumstances of the case, including any public health crisis and any relevant travel or public health/security restrictions, the Tribunal may decide to hold substantive hearings remotely or in a hybrid form after consultation with the Parties.
- 22.4. The dates of the hearing shall be determined at a later stage by the Tribunal after consultation with the Parties.
- 22.5. The Members of the Tribunal shall reserve at least one day after the hearing to determine the next steps and to hold deliberations.
- 22.6. The allocation of time in connection with any hearing shall be determined by the Tribunal after consultation with the Parties.

23. Recordings of Hearings and Sessions

Arbitration Rule 29(4)(i)

- 23.1. Recordings shall be made of all hearings and sessions. The recordings shall be provided to the Parties and the Tribunal Members.
- 23.2. Verbatim transcripts in the procedural language shall be made of any hearing and session other than sessions on procedural issues. Unless otherwise agreed by the Parties or ordered by the Tribunal, the verbatim transcripts shall, if possible, be available in real-time and electronic transcripts shall be provided to the Parties and the Tribunal on a same-day basis.
- 23.3. For the first session, any procedural hearing, any case management conference and any pre-hearing organizational meeting, the Parties shall endeavor to agree on any corrections to the transcripts within thirty (30) days of the later of the dates of the receipt of the sound recordings and transcripts. The agreed corrections may be entered by the Parties 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 Parties in the revised transcripts. The Parties shall then present the court reporter with final corrections and the court reporter shall be requested to promptly issue final, corrected versions of the transcripts. The Parties shall endeavor to agree on the procedure for correcting transcripts for any substantive hearing, which procedure shall be discussed at the end during the “housekeeping” portion of such hearing.

24. Post-Hearing Memorials and Statements of Costs

Convention Article 44; Arbitration Rules 51

- 24.1. The issue of post-hearing memorials and statements of costs shall be discussed at the end during the “housekeeping” portion of any substantive hearing.

25. Transparency Matters

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

- 25.1. The Parties agree that the transparency regime governing these proceedings is addressed in Procedural Order No. 2.

26. Data Privacy and Cybersecurity

- 26.1. 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”).
- 26.2. 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, including witnesses and experts. Should compliance with applicable law require action from another participant in the arbitration proceeding, the Parties are 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.
- 26.3. 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.

27. Amicable Dispute Settlement

- 27.1. 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.

On behalf of the Tribunal,



Prof. Dr. Mohamed S. Abdel Wahab

President of the Tribunal

Date: September 17, 2025