

INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

**Glencore International A.G., C.I. Prodeco S.A., Consorcio Minero Unido S.A. and
Carbones de la Jagua S.A.**

v.

Republic of Colombia

(ICSID Case No. ARB/23/50)

PROCEDURAL ORDER NO. 1

Members of the Tribunal

Prof. Gabrielle Kaufmann-Kohler, President of the Tribunal

Prof. Horacio Grigera Naón, Arbitrator

Mr. J. Christopher Thomas, KC, Arbitrator

Secretary of the Tribunal

Ms. Anna Toubiana

Assistant to the Tribunal

Dr. Magnus Jesko Langer

28 February 2025

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Introduction

The first session of the Tribunal (“First Session”) was held on 27 February 2025, at 9 a.m. Washington, D.C. time, by video conference via Zoom. The First Session was adjourned at 9:30 a.m.

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. Gabrielle Kaufmann-Kohler, President of the Tribunal
Prof. Horacio Grigera Naón, Arbitrator
Mr. J. Christopher Thomas, KC, Arbitrator

ICSID Secretariat:

Ms. Anna Toubiana, Secretary of the Tribunal
Ms. Anastasia Tsimberlidis, Paralegal

Assistant to the Tribunal:

Dr. Magnus Jesko Langer

On behalf of the Claimants:

Party representatives

Oscar Eduardo Gómez, Grupo Prodeco
Juan Lucas Gonzalez, Grupo Prodeco

Counsel

Caroline Richard, Freshfields
Maria Julia Milesi, Freshfields
Santiago Gatica, Freshfields

On behalf of the Respondent:

Juana Martínez, Agencia Nacional de Defensa Jurídica del Estado
María Valentina Díaz, Agencia Nacional de Defensa Jurídica del Estado

The Tribunal and the Parties considered the following:

- The draft of this Procedural Order No. 1 circulated by the Tribunal Secretary on 20 December 2024; and
- The Parties’ comments on the Draft Procedural Order No. 1 received on 25 February 2025, indicating the items on which they agreed and their respective positions regarding the items on which they did not agree.

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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 and includes the procedural timetable in **Annex B**.

1. Applicable Arbitration Rules

Convention Article 44; Arbitration Rule 1

- 1.1. These proceedings are conducted in accordance with the procedural rules contained in the Agreement between the Republic of Colombia and the Swiss Confederation on the Promotion and Reciprocal Protection of Investments, the ICSID Convention and the ICSID Arbitration Rules in force as of 1 July 2022.

2. Constitution of the Tribunal and Tribunal Members' Declarations

Arbitration Rule 21

- 2.1. The Tribunal was constituted on 12 December 2024, 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 6 June, 17 September, and 12 December 2024.
- 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.

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4. Presence and Quorum
Arbitration Rule 33

- 4.1. The presence of all Members of the Tribunal constitutes a quorum for its sittings, including by any appropriate means of communication, except in situations where the Tribunal must deliberate on a matter that requires urgent directions in order to avoid irreparable harm to a Party or to the integrity of the proceedings, and one of the Tribunal members cannot be reached in a timely manner. In these cases, any decisions or directions shall be subject to a possible reconsideration by the full Tribunal.

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.
- 5.3. Orders, decisions and the Award may be signed electronically.
- 5.4. The President is authorized to sign procedural orders on behalf of the Tribunal.
- 5.5. 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.
- 5.6. The Tribunal's orders and decisions shall indicate the reasons upon which they are made. No reasons need to be provided for non-controversial or minor procedural, administrative and organizational matters, e.g., extensions of time.
- 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). In any case: if a ruling (other than a decision on jurisdiction or award) has not been issued within 30 days after the final submission on a particular matter, the Tribunal will provide the Parties with status updates every two weeks; and if a decision on jurisdiction or an award has not been issued within six or twelve months, respectively, after the final submission, status updates will be provided every month or three months, respectively.

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- 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 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 dates or Tribunal decision dates or otherwise materially affect the overall schedule of the proceeding as set out in **Annex B**, and (ii) the Tribunal is promptly informed.
- 6.4. A time limit shall be satisfied if a procedural step is taken or a document, written submission and/or correspondence is received by the Tribunal Secretary on the relevant date, or on the subsequent business day at the seat of the Centre if the time limit falls on a Saturday, Sunday or a holiday in the U.S.A. or in Colombia, as set out in **Annex C**. 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.

7. Secretary of the Tribunal
Administrative and Financial Regulation 28

- 7.1. The Tribunal Secretary is Ms. Anna Toubiana, 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:

Anna Toubiana
ICSID
MSN C3-300
1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.
Tel.: + 1 (202) 473-4934

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Fax: + 1 (202) 522-2615
Email: atoubiana@worldbank.org
Paralegal name: Anastasia Tsimberlidis
Paralegal email: atsimberlidis@worldbank.org
ICSID case address: ARB/23/50@icsidcases.worldbank.org

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

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

8. Assistant to the Tribunal

8.1. By letter of 24 December 2024, the ICSID Secretariat, acting on instructions of the Tribunal, noted that it would benefit the overall cost and time efficiency of the proceedings if the Tribunal had an assistant, who would undertake the tasks described in that letter. In the same letter, the Tribunal proposed that Dr. Magnus Jesko Langer of Lévy Kaufmann-Kohler be appointed as Assistant to the Tribunal. The proposed assistant's *curriculum vitae* and declaration of independence and confidentiality were distributed to the Parties on the same date.

8.2. The Parties consented to the appointment of Dr. Magnus Jesko Langer as Assistant to the Tribunal on the terms set out in the letter referred to in the preceding paragraph. The Parties also agreed that the Assistant would receive (i) USD 300 for each hour of work performed in connection with the case; (ii) actual expenses of overnight lodging and other charges when traveling to an ICSID hearing, session or meeting held away from his residence up to but not exceeding USD 900 per day; and (iii) and reimbursements for the costs of air (at one class above economy class) and ground transportation to and from the city where the hearing, session or meeting is held.

8.3. The contact details of the Assistant are:

Dr. Magnus Jesko Langer
Lévy Kaufmann-Kohler
3-5 rue du Conseil-Général
P.O. Box 552
CH-1211 Geneva 4

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Switzerland

Email: magnusjesko.langer@lk-k.com

9. Representation of the Parties
Arbitration Rule 2

- 9.1. The Parties are represented by the following counsel and may designate additional agents, counsel, or advocates by notifying the Tribunal and the Tribunal Secretary promptly of such designation:

For the Claimants

Mr. Nigel Blackaby KC
Ms. Caroline Richard
Ms. María Julia Milesi
Mr. Joseph Spadafore
Freshfields US LLP
700 13th Street, NW
10th Floor
Washington, DC 20005-3960
United States of America

Ms. Natalia Zibibbo
Mr. Santiago Gatica
Mr. Diego Pérez
Freshfields US LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
United States of America

Emails:
nigel.blackaby@freshfields.com
caroline.richard@freshfields.com
mariajulia.milesi@freshfields.com
natalia.zibibbo@freshfields.com
santiago.gatica@freshfields.com
joseph.spadafore@freshfields.com
diego.perez@freshfields.com
external.glencore@freshfields.com

For the Respondent

Mr. Cesar Palomino Cortés
Mr. Yebrail Haddad Linero
Ms. Juana Martínez Quintero
Ms. Mariana Reyes Múnera
Ms. María Valentina Díaz Gómez
Ms. Valentina Sierra Camacho
Mr. Andrés Felipe Reina Arango
Carrera 7 No. 75 – 66, Piso 2 y 3
Bogotá, Colombia
Tel: (+57) 601 255 8955

Emails:
Cesar.Palomino@defensajuridica.gov.co
Yebrail.Haddad@defensajuridica.gov.co
Juana.Martinez@defensajuridica.gov.co
Mariana.Reyes@defensajuridica.gov.co
María.diaz@defensajuridica.gov.co
Valentina.Sierra@defensajuridica.gov.co
Andres.Reina@defensajuridica.gov.co
Arbitrajesdeinversion@defensajuridica.gov.co

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- 9.2. The Tribunal may refuse designation of additional agents, counsel, or advocates if the designation would create a conflict of interest with one or more Members of the Tribunal.

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

- 10.1. The Parties shall cover the direct costs of the proceeding through periodic advance payments to be made in equal parts, without prejudice to the final decision of the Tribunal as to the allocation of costs.
- 10.2. Following registration of the Request for Arbitration, by letter of 20 November 2023, ICSID requested that the Claimants pay USD 200,000 to cover the initial costs of the proceeding through the first session. ICSID received the Claimants' payment on 7 December 2023. Upon the constitution of the Tribunal, by letter of 13 December 2024, ICSID requested that the Parties pay USD 400,000 to defray the estimated costs of the subsequent phase of the proceeding. Payment made by the Claimants on 7 December 2023 is considered a partial payment toward that sum. ICSID received the Respondent's payment on 26 December 2024.
- 10.3. ICSID shall request further advances as needed. Such requests shall be accompanied by a detailed interim statement of account.
- 10.4. In application of Arbitration Rule 14, each Party shall, immediately upon concluding a third-party funding arrangement, disclose to the Centre, the Tribunal and the other Party, that it has third-party funding, provide the name and address of the third-party funder and, if the third-party funder is a juridical person, provide the names of the persons and entities that own and control it. For the purpose of this provision, the term "third-party funder" does not include shareholders, parent or affiliated entities of a Party.
- 10.5. Each Party shall have a continuing obligation to disclose any changes to the information referred to in the preceding paragraph, occurring after the initial disclosure, including termination of the third-party funding arrangement.

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

- 11.1. Washington, D.C. shall be the place of the proceeding.
- 11.2. The Tribunal may hold in-person hearings at any other place that it considers appropriate if the Parties so agree. If there are circumstances that prevent the Parties, their representatives, witnesses or experts from attending a hearing at the

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place of the proceedings, and the Parties cannot agree on an alternate location, the Tribunal may hold in-person hearings at any other place it considers appropriate after consultation with the Parties.

- 11.3. After consultation with the Parties, the Tribunal may determine that hearings will be conducted online through an appropriate videoconferencing platform. In such case, the Centre will conduct tests to ensure that all the participants have adequate connections, and the Tribunal will give the necessary directions.
- 11.4. The Parties also agree that the Tribunal Members may deliberate and conduct internal meetings at any place and by any appropriate means they consider convenient, including by video or telephone conference.

12. Procedural Languages, Translation and Interpretation

Administrative and Financial Regulation 32; Arbitration Rule 7

- 12.1. English and Spanish are the procedural languages of the arbitration, subject to the rules set out below.
- 12.2. The Tribunal and the Secretariat may communicate in either procedural language.
- 12.3. Regarding documents:
 - 12.3.1. Routine, administrative, or procedural correspondence between the Parties, and addressed to the Tribunal may be sent in either procedural language without translation.
 - 12.3.2. Written pleadings, expert reports or opinions, and witness statements (together, “Main Documents”) shall be filed in either procedural language. If the Main Documents are submitted in Spanish, they shall be followed by a translation into English within 21 business days thereafter. In the event of a disagreement between the Parties as to the English translation of any Main Document, the original Spanish will prevail.
 - 12.3.3. Fact exhibits and legal authorities (together the “Supporting Documents”) in English or Spanish may be submitted in their original language and do not need to be translated. Supporting Documents submitted in any language other than the procedural languages shall be followed by a translation into English within 21 business days thereafter. Translated Supporting Documents shall be submitted as separate electronic documents from the original. The original and the translation will bear the same exhibit or legal authority number, but additionally indicate the language in the electronic title. Translations of long Supporting Documents can be limited to the relevant passages, provided the

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translated parts are sufficient for the reader to understand the context. The Tribunal may order a Party to provide a fuller or complete translation.

12.3.4. Translations need not be certified. If a Party wishes to challenge the translation it may submit a new translation that clearly identifies the differences.

12.3.5. Documents exchanged between the Parties in document production under § 16 below may be produced in the original language and need not be translated.

12.4. Regarding hearings:

12.4.1. The Parties will notify the Tribunal, as soon as possible, and no later than at the pre-hearing conference, which witnesses or experts require interpretation.

12.4.2. Any hearings (other than procedural hearings or meetings) shall be conducted in Spanish and English with simultaneous interpretation into both procedural languages. For the avoidance of doubt, the first session and preliminary procedural consultation, as well as the pre-hearing conference, shall be conducted in English without interpretation into Spanish.

12.4.3. Oral testimony and argument before the Tribunal shall be given in either English or Spanish. Simultaneous interpretation into the procedural languages shall be provided.

12.4.4. The Tribunal may address the Parties, witnesses and experts in English or Spanish, with simultaneous interpretation into the other procedural language.

12.4.5. The testimony of a witness called for examination who gives evidence in a language other than the languages of the arbitration shall be interpreted simultaneously.

12.4.6. 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.

12.5. For the Tribunal's orders and decisions, and award:

12.5.1. The Tribunal shall make any order or decision (other than a decision on jurisdiction) in English. If either Party so requests, ICSID will prepare and circulate to the parties a Spanish translation of any order promptly after such a request.

12.5.2. The Tribunal shall render any decision on jurisdiction or award in English and Spanish simultaneously. In the event of an inconsistency between the two language versions, the English version shall prevail.

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13. Routing of Communications

Arbitration Rule 6

- 13.1. Written communications shall be transmitted by email or other electronic means to the Parties, the Tribunal Secretary, the Tribunal Members, and the Assistant.
- 13.2. Communications to be filed simultaneously shall be transmitted to the Tribunal Secretary only, who shall send them to the opposing Party, the Tribunal Members, and the Assistant, once she has received both Parties' communications.
- 13.3. The Tribunal Secretary, Tribunal Members and Assistant shall not be copied on direct communications between the Parties when such communications are not intended to be transmitted to the Tribunal.

- 13.4. The email addresses of the Members of the Tribunal are:

Prof. Gabrielle Kaufmann-Kohler gabrielle.kaufmann-kohler@lk-k.com

Prof. Horacio Grigera Naón hgnlaw@gmail.com

Mr. J. Christopher Thomas, KC jcthomas@thomas.ca

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

Arbitration Rules 4, 5 and 9

- 14.1. By the relevant filing date, the Parties shall:

14.1.1. Submit by email to the Tribunal Members, Secretary, Assistant, and opposing Party an electronic version of the Main Documents (without the Supporting Documents) and an updated index of all Supporting Documents (in accordance with §§ 18.3.5 and 19.1 below).¹

14.1.2. Within three business days following the relevant time limit, a Party shall upload the Main Documents and Supporting Documents (without translations) and the corresponding updated index to the file sharing platform created by ICSID for purposes of this case (the "Electronic Filing Process").² The index shall indicate the Supporting Documents' number and the pleading with which they were submitted, and follow the naming conventions contained in **Annex A**. In accordance with §§ 12.3.2 and 12.3.3 above, translations shall be uploaded 21 days later to the file sharing platform.

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

² Supporting Documents shall be uploaded as individual files, not in .zip format.

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- 14.1.3. Within five business days following the relevant time limit, a Party shall send one USB drive containing the full submission (including the Main Documents and Supporting Documents) to Prof. Grigera Naón. The USB drive shall contain external labels identifying the Parties and the ICSID case number, and be delivered to the following address:

Prof. Dr. Horacio Grigera Naón



- 14.1.4. Within five business days following the relevant time limit, a Party shall send one USB drive containing the full submission (including the Main Documents and Supporting Documents) together with printed copies of the Main Documents (but not of the Supporting Documents) to Mr. Thomas. The USB drive shall contain external labels identifying the Parties and the ICSID case number, and be delivered to the following address:

Mr. J. Christopher Thomas, KC



- 14.2. Electronic files of Main Documents and Supporting Documents shall be text searchable and unsecured/editable (i.e., OCR PDF or Word).
- 14.3. A filing shall be deemed timely if a Party meets the requirements set in § 14.1 above by midnight, Washington, D.C. time, on the relevant date.

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

- 15.1. The arbitration shall proceed in accordance with the Procedural Timetable attached hereto as **Annex B**, except if the Tribunal, upon a showing of good cause by either Party or on its own initiative, decides to amend the timetable.
- 15.2. In the first exchange of submissions on a given matter (in principle Memorial and Counter-Memorial), the Parties shall set forth all the facts and legal arguments and submit all the documentary and written witness and expert evidence on which they intend to rely in support of their respective cases. Allegations of fact and legal arguments shall be presented in a detailed, specified and comprehensive manner, and shall respond to all allegations of fact and legal arguments made by the other Party.

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- 15.3. In the second exchange of submissions (in principle Reply and Rejoinder), if any, the Parties shall limit themselves to responding to fact allegations, legal arguments, and evidence put forward by the other Party in its preceding submission, subject to new facts arisen after the filing Party's last submission.
- 15.4. Following each factual allegation, the Parties shall, whenever possible, identify the evidence adduced or to be adduced in support of that allegation. Following each legal argument, the Parties shall, whenever possible, identify the legal authority adduced or to be adduced in support of that argument.
- 15.5. All written submissions shall be divided into consecutively numbered paragraphs.
- 15.6. The Parties shall include in their submissions a list of abbreviations. Each Party shall strive to use the same abbreviations as the other Party and the Parties shall update their list of abbreviations in subsequent submissions.

16. Production of Documents

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

- 16.1. The Tribunal and the Parties shall be guided but not bound by the 2020 IBA Rules on the Taking of Evidence in International Arbitration.
- 16.2. The Parties do not contemplate the need for a document production phase. Insofar as a Party wishes to request the production of a limited number of documents or a narrow category of documents from the other Party, it shall do so promptly, setting out the basis for such request in accordance with Article 3 of the IBA Rules and § 16.6 below, and it will send such request directly to the other Party without copying the Tribunal or the Tribunal's Secretary. In making such requests, the Parties shall endeavor not to disrupt the procedural calendar.
- 16.3. Upon receipt of a request, a party will respond promptly within twenty calendar days. If the Party agrees to voluntarily produce the requested documents, it shall do so promptly, no later than 5 days after responding to the request.
- 16.4. 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 of no more than 10 calendar days for compliance.
- 16.5. Documents which the Tribunal orders to be produced shall be communicated directly to the requesting Party without copying the Tribunal, the Secretary, and the Assistant. Documents so communicated shall not be considered to be on record

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unless and until a Party subsequently files them as exhibits in accordance with § 17 below.

16.6. Each request for production shall:

16.6.1. 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 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., by the name of the individual, department, entity, or organ, as the case may be), being specified that a Party asserting that such identification is not possible must adequately substantiate such assertion; and (iii) a date for individual documents or a narrow and proportionate period for a category of documents;

16.6.2. describe the subject matter in sufficient detail and with necessary particulars to enable an effective search for responsive documents to be carried out;

16.6.3. specify that the documents requested are not in the possession, custody or control of the requesting Party (or explain why it would be unreasonably 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

16.6.4. 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, which fact alleged in the arbitration the document sought is intended to prove.

16.7. The Tribunal recommends that the number of requests per Party not exceed 15, including sub-requests. Specifications of documents within the meaning of § 16.6.1 above shall not be understood as “sub-requests” for purposes of the present paragraph. A Party wishing to exceed this number shall explain the reasons and need for a number higher than recommended.

16.8. Documents produced by a Party shall be produced electronically, in their original language and, where possible, in their native format (e.g., Word, Excel, Outlook, PDF, .jpg), each in a separate file, directly to the requesting Party, without copying the Tribunal, the Secretary, and the Assistant. Documents so produced shall not be incorporated into the record unless and until they are filed as exhibits to the corresponding pleadings in accordance with §§ 15.2 and 15.3 above.

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- 16.9. 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 § 17 below and shall be considered to be on record.
- 16.10. 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.

17. Submission of Documents

Convention Article 44; Arbitration Rule 5

- 17.1. Supporting Documents shall be submitted together with the memorial or written submission that refers to them in conformity with §§ 15.2 and 15.3 above.
- 17.2. Neither Party shall be permitted to submit additional documents after the filing of its last written submission, unless the Tribunal determines that special circumstances exist based on a reasoned written request followed by observations from the other Party.
- 17.2.1. Should a Party request leave to file additional documents, it may not annex the documents that it seeks to file to its request.
- 17.2.2. If the Tribunal grants such request, the Tribunal shall ensure that the other Party is afforded an opportunity to make its observations concerning such a document.
- 17.3. The Supporting Documents shall be submitted in the following form:
- 17.3.1. The number of each exhibit containing a document produced by the Claimant shall be preceded by the letter “C-” for factual exhibits and “CL-” for legal authorities. The number for each exhibit containing a document produced by the Respondent shall be preceded by the letter “R-” for factual exhibits and “RL-” for legal exhibits containing authorities.
- 17.3.2. Exhibits and legal authorities shall be numbered consecutively throughout these proceedings, commencing with “C-0001” and “R-0001,” and “CL-0001” and “RL-0001”, respectively. The number of the exhibit or legal authority shall appear on the first page of the document, and shall be incorporated into the electronic file name in accordance with § 17.3.4.
- 17.3.3. The parties will avoid producing Supporting Documents in duplicate (ie a Supporting Document should not be produced on the record using different

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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.

17.3.4. Electronic files and the accompanying indices shall follow the naming conventions contained in **Annex A**.

17.4. Copies of documentary evidence shall be assumed to be authentic and complete unless specifically objected to by a Party, in which case the Tribunal will determine whether authentication is necessary. If only a part of the document is submitted, the Party shall so indicate by adding the word “(excerpt)” on its updated index.

17.5. In accordance with § 17.3.3 above, 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.

17.6. Demonstrative exhibits, i.e. documents, including PowerPoint slides, compiling information in the record but not in the form presented, such as charts may be used at a hearing, provided they (i) contain no new evidence; (ii) identify their source in the record; (iii) are submitted to the other Party at the time specified in the relevant pre-hearing order; and (iv) are numbered consecutively with a number introduced by “CD-”, respectively “RD-”.

18. Witnesses

Convention Article 43(a); Arbitration Rule 38

18.1. Any person may present evidence as a witness, including a Party or a Party’s officer, employee, or other representative.

18.2. For each witness, a written, signed and dated witness statement, which shall stand as direct testimony, shall be submitted to the Tribunal.

18.3. Each witness statement shall be signed and dated by the witness and include:

18.3.1. the witness’s name, date of birth, and involvement in the case;

18.3.2. a disclosure statement detailing any past and present relations of the witness with any Party, counsel or Member of the Tribunal;

18.3.3. a description of the witness’ position and qualifications, if relevant;

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- 18.3.4. a full and detailed description of the facts, and the source of the witness's information as to those facts, sufficient to serve as that witness's evidence in the matter in dispute;
 - 18.3.5. any documents on which the witness relies (which shall be submitted as exhibits in accordance with § 17 above, not as a group of numbered documents attached to a witness statement);
 - 18.3.6. a statement as to the language in which the witness statement was originally prepared and the language in which the witness anticipates giving testimony at the hearing;
 - 18.3.7. the witness's confirmation of her or his availability to attend the hearing if called to testify;
 - 18.3.8. a declaration regarding whether the witness received any form of compensation for his or her testimony; and
 - 18.3.9. an affirmation of the truth of the witness statement.
- 18.4. Witness statements shall be submitted in a searchable PDF format and have consecutive numbering on pages, headings and paragraphs.
- 18.5. In accordance with §§ 15.2 and 15.3 above, each Party will submit its witness statements together with its written submissions. Neither Party shall be permitted to submit any testimony that has not been filed with the written submissions, unless the Tribunal determines that exceptional circumstances exist based on a reasoned written request followed by observations from the other Party. The witness statements shall be numbered independently from other documents and properly identified. If a Party submits two witness statements by the same witness, the subsequent witness statement shall be identified as "Second".
- 18.6. It shall not be improper for counsel to meet witnesses and potential witnesses to establish the facts, prepare the witness statements and the examinations.
- 18.7. On the date provided in **Annex B**, each Party shall identify the witnesses and experts of its opponent whom it intends to cross-examine. If a Party considers that one of its own witnesses 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 it wishes to cross-examine at the hearing. The Tribunal will decide whether that witness shall be called, after hearing the other Party and having regard to all relevant circumstances.

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- 18.8. Each Party shall be responsible for summoning its own witnesses to the hearing, except when the other Party has waived cross-examination of a witness and the Tribunal does not direct his or her appearance.
- 18.9. Each Party shall be responsible for the practical arrangements, cost and availability of any witness it offers. The Tribunal will decide upon the appropriate allocation of any related costs in the Award.
- 18.10. If a witness fails to appear when first summoned to a hearing, the Tribunal may in its discretion summon the witness to appear a second time if satisfied that (i) there was a compelling reason for the first failure to appear, (ii) the testimony of the witness appears relevant, and (iii) providing a second opportunity for the witness to appear will not unduly delay the proceedings.
- 18.11. Whether in the context of an online hearing or otherwise, the Tribunal may hear witnesses by videoconference and will issue appropriate directions.
- 18.12. 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.
- 18.13. The procedure for examining witnesses at the hearing shall be set out in the pre-hearing procedural order to be issued after the pre-hearing conference referenced in § 20.1 below, after consulting with the parties.

19. Experts

Arbitration Rule 38

- 19.1. Unless inconsistent with this Section, all the rules set forth in § 18 above shall apply by analogy to experts.
- 19.2. Each Party may retain and produce evidence of one or more experts.
- 19.3. The Tribunal may, on its own initiative or at the request of a Party, appoint one or more experts. The Tribunal shall consult with the Parties on the selection, terms of reference and conclusions of any such expert. The Tribunal may, on its own initiative or at the request of any Party, take oral evidence of such expert(s).
- 19.4. Expert reports shall be accompanied by any documents or information upon which they rely, unless such documents or information have already been submitted as exhibits with the Parties' submissions, in which case reference to such exhibits shall

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be sufficient. Such documents or information shall be subject to the rules on language set forth in § 12 and on documents set forth in § 17 above. Spreadsheets prepared by experts and submitted as part of or accompanying their report(s) should also be submitted in their native format with all formulae visible.

19.5. Experts shall disclose in their reports, or in attachments to their reports, the documents, data, and other information on which they relied in supporting their opinions.

19.6. The rules applicable to the examination of experts at the hearing shall be set out in the pre-hearing procedural order to be issued after the pre-hearing conference referenced in § 20.1 below, after consulting with the parties.

20. Case Management Conferences

Arbitration Rule 31

20.1. A pre-hearing conference for purposes of discussing hearing organization and logistics will be held on the date provided in **Annex B** by way of videoconference.

20.2. The Tribunal may convene other case management conferences with the Parties in accordance with ICSID Arbitration Rule 31 if necessary or appropriate.

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 take place on the dates set in **Annex B**. The hearing shall be held at ICSID's headquarters in Washington DC, subject to the terms of § 11.2 above.

21.3. The Members of the Tribunal shall endeavor to reserve one day immediately after the hearing to commence deliberations.

21.4. In principle, each Party will have an equal time allocation for examinations and oral arguments, subject to adjustments in the Tribunal's discretion, particularly if there is a severe imbalance in the number of cross-examinations. The allocation will be discussed at the pre-hearing conference and set by the Tribunal, which may grant short extensions if appropriate under the circumstances and the remaining time so permits. The hearings shall be closed to the public.

22. Recordings of Hearings and Sessions

Arbitration Rule 29(4)(i)

- 22.1. Sound recordings shall be made of all hearings and sessions. The sound recordings shall be provided to the Parties, the Tribunal Members, and the Assistant.
- 22.2. Verbatim transcripts in the procedural languages shall be made of any hearing other than procedural sessions. Unless otherwise agreed by the Parties or ordered by the Tribunal, the verbatim transcripts shall, if possible, 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.
- 22.3. The Parties shall confer with each other and the Tribunal with respect to the procedure for correcting transcripts on the last day of the oral hearing. 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 in the revised transcripts by the Parties.
- 22.4. The costs of any recordings, transcripts and interpretation services shall be paid from the deposits made by each Party, without prejudice to the Tribunal’s subsequent decision on the allocation of costs of the arbitration.

23. Post-Hearing Memorials and Statements of Costs

Convention Article 44; Arbitration Rule 51

- 23.1. In consultation with the Parties, the Tribunal will determine at the end of the hearing whether there shall be post-hearing briefs. If so, the Tribunal will address the time and page limits for, and the format and content of the post-hearing briefs. No new evidence may be produced with the post-hearing briefs, except with leave or on request of the Tribunal.
- 23.2. The Tribunal will issue directions on the Parties’ statements of costs at the end of the hearing.

24. Transparency matters

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

- 24.1. In accordance with Arbitration Rule 62, the Parties consent to the publication by ICSID of the Award, subject to any redactions agreed upon by the Parties, or in case of disagreement, decided by the Tribunal. The Tribunal will remain in office until it has resolved any disputed requests for redaction of the Award.
- 24.2. The Parties consent to the publication of orders and decisions, with any redactions agreed to by parties or decided by the Tribunal in case of disagreement, as provided in Arbitration Rule 63 and below.
- 24.3. Within 20 days from the date of issuance of any document mentioned in §§ 24.1 and 24.2 above, a Party shall give written notice to the Tribunal and the other Party that it opposes the publication of certain information that it considers confidential or protected under Arbitration Rule 66. The notice shall identify the part(s) of the document sought not to be published in the form of proposed redactions, with reasons, to be included in the Transparency Schedule set out in **Annex D** of this Order (in both .docs and .pdf formats). Absent such a notice, ICSID will publish the document without redactions.
- 24.4. Within 10 days of receipt of the notice referred to in § 24.3, the other Party may raise reasoned objections to the requested redactions to be included in the Transparency Schedule set out in **Annex D** of this Order (in both .docs and .pdf formats). If no objections are raised within that time limit, ICSID will publish the document with the requested redactions. If objections are raised, the Parties shall confer and seek to resolve their disagreement within 10 days of receipt of the objections. If any objections remain unresolved, the Tribunal will rule on the disputed redactions and ICSID will publish the document with redactions as directed by the Tribunal.
- 24.5. The Parties do not consent to the publication of the Main Documents or Supporting Documents filed by the Parties in the proceeding under Arbitration Rule 64. The Parties will submit to ICSID, for publication, summaries of their respective positions and requests for relief in relation to (i) the merits and (ii) any objection to the Tribunal's jurisdiction, in accordance with the content and procedure set forth in **Annex E** of this Order.
- 24.6. The Parties do not consent to allowing persons in addition to the Parties, their representatives, witnesses and experts during their testimony, and persons assisting the Tribunal, to observe hearings under Arbitration Rule 65. The Parties do not consent to publish recordings or transcripts of hearings.
- 24.7. The Parties agree that the UNCITRAL Transparency Rules shall not apply.

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25. Data Privacy and Cybersecurity

- 25.1. The Members of the Tribunal, the Assistant, the Parties and their representatives acknowledge that the processing of their personal data is necessary for the purposes of this arbitration proceeding.
- 25.2. 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 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 shall take appropriate measures for the secure transmission of documents, information and communications in this arbitration. If particular documents, information and/or communications require heightened security measures, the Parties will confer in order to take appropriate security measures for the transmission of such documents, information and/or communications. Unless instructed otherwise by the Parties, the Tribunal will not take any special measures beyond its standard procedures to safeguard the cyber security of arbitration-related information and the Parties confirm that communications may be sent by email.

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. The Parties may agree to suspend the arbitration for this purpose.
- 26.2. At any time in the course of the arbitration, considering the circumstances of the dispute and the interests at stake, the Tribunal may suggest to the Parties to resort to mediation or other appropriate methods of amicable resolution.
- 26.3. Beyond making a suggestion to the Parties, the Tribunal will not become involved in mediation or other settlement attempts and will continue the proceedings if the Parties do not agree to follow the Tribunal's suggestion or if they agree but the attempt fails.

27. Disability Inclusion

- 27.1. At any point during the proceedings, but ideally as soon as practicable, either Party may advise the Tribunal of a person who, by reason of disability, requires reasonable accommodation to facilitate their full participation in the arbitration, including site visits and oral hearings. In considering such requests, the Tribunal will take account of the privacy rights of such persons against the unnecessary disclosure of their disability. For the purposes of this provision, disability means any physical or mental health condition that, without reasonable accommodation, would significantly impair a person's ability to participate in work related to an arbitration.

28. Third-Party Funding

- 28.1. Arbitration Rule 14 shall apply to the disclosure of Third-Party Funding.

On behalf of the Tribunal,

[Signed]

Prof. Gabrielle Kaufmann-Kohler
President of the Tribunal
Date: 28 February 2025

Annex A – Electronic File Naming Guidelines

Please follow these guidelines when naming electronic files and for the accompanying Consolidated 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. SPA=Spanish; FR=French; ENG= English). Such indication should be reflected both i) in the name used to identify each individual electronic file and ii) in the Consolidated Index (which shall be attached to each submission).

SUBMISSION TYPE	ELECTRONIC FILE NAMING GUIDELINES
MAIN PLEADINGS	Title of Pleading–LANGUAGE
	<i>Memorial on Jurisdiction-FR</i>
	<i>Counter-Memorial on the Merits and Memorial on Jurisdiction-SPA</i>
	<i>Reply on Annulment-FR</i>
	<i>Rejoinder on Quantum-ENG</i>
SUPPORTING DOCUMENTATION Exhibits	C-####–LANGUAGE
	R-####–LANGUAGE
	To be produced sequentially throughout the case.
	CLAIMANTS’ FACTUAL EXHIBITS
	<i>C-0001-ENG</i>
	<i>C-0002-SPA</i>
	RESPONDENT’S FACTUAL EXHIBITS
	<i>R-0001-FR</i>
	<i>R-0002-SPA</i>
Legal Authorities	CL-####–LANGUAGE
	RL-####–LANGUAGE
	To be produced sequentially throughout the case.
	CLAIMANTS’ LEGAL AUTHORITIES
	<i>CL-0001-ENG</i>
	<i>CL-0002-FR</i>
	RESPONDENT’S LEGAL AUTHORITIES
	<i>RL-0001-SPA</i> <i>RL-0002-ENG</i>
Witness Statements	Witness Statement–Name of Witness–Name of Submission–LANGUAGE
	<i>Witness Statement–Maria Jones–Memorial on Jurisdiction-SPA</i>
	<i>Witness Statement–Maria Jones–Reply on Jurisdiction–[Second Statement]–ENG</i>
Expert Reports	Expert Report–Name of Expert–Type–Name of Submission–LANGUAGE
	<i>Expert Report–Lucia Smith–Valuation–Memorial on Quantum–ENG</i>
	<i>Expert Report–Lucia Smith–Valuation–Reply on Quantum–[Second Report]–ENG</i>
Legal Opinions	Legal Opinion–Name of Expert–Name of Submission–LANGUAGE
	<i>Legal Opinion–Tom Kaine–Counter-Memorial on the Merits–FR</i>
	<i>Legal Opinion–Tom Kaine–Rejoinder on the Merits–[Second Opinion]–FR</i>
Exhibits to Expert Reports, Legal Opinions	EXPERT INITIALS –###

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	<i>For exhibits filed with the Legal Opinion of [Tom Kaine]</i>
	<i>TK-0001</i>
	<i>TK-0002</i>
	<i>For exhibits filed with the Expert Report of [Lucia Smith]</i>
	<i>LS-0001</i>
	<i>LS-0002</i>
INDICES	Consolidated Hyperlinked Index
	Index of Exhibits-C-#### to C-####
	<i>Index of Exhibits-C-0001 to C-0023</i>
	Index of Legal Authorities-RLA-### to RLA-###
	<i>Index of Legal Authorities-RLA-0001 to RLA-0023</i>
OTHER APPLICATIONS	Name of Application-[Party]-LANGUAGE
	<i>Preliminary Objections under Rule 41(5)-SPA</i>
	<i>Request for Bifurcation-ENG</i>
	<i>Request for Provisional Measures-[Respondent]-SPA</i>
	<i>Request for Production of Documents-[Claimants]-SPA</i>
	<i>Request for Stay of Enforcement-FR</i>
	<i>Request for Discontinuance-[Claimants]-ENG</i>
	<i>Post-Hearing Brief-[Claimants]-SPA</i>
	<i>Costs Submissions-[Respondent]-ENG</i>
	<i>Observations to Request for [XX]-[Claimants]-SPA</i>

Annex B – Procedural Timetable

Scenario 1: No request for bifurcation of preliminary objections

Event	Date	Interval (months)
Claimants' Memorial	27 June 2025	4 months
Respondent's Counter-Memorial on the Merits (and Memorial on Jurisdiction)	9 March 2026	8 months and 10 days
Claimants' Reply on the Merits (and Counter-Memorial on Jurisdiction)	5 August 2026	4 months and 27 days
Respondent's Rejoinder on the Merits (and Reply on Jurisdiction)	30 December 2026	4 months and 25 days
(Claimants' Rejoinder on Jurisdiction)	1 March 2027	2 months
Parties to identify witnesses and experts for cross-examination	15 March 2027	2 weeks
Pre-hearing CMC	12 April 2027	4 weeks
Hearing on Jurisdiction and Merits	7-11 June 2027, with 12, 14 and 15 June kept in reserve OR 21-25 June 2027, with 26, 28 and 29 June kept in reserve	

Scenario 2: Request for bifurcation filed but denied

Event	Date	Interval
Claimants' Memorial on the Merits	27 June 2025	4 months
Respondent's Identification of Preliminary Objections and Request for Bifurcation (per Rule 44(1)(a)(i))	11 August 2025	45 days
Claimants' Response to the Request for Bifurcation	25 September 2025	45 days
Tribunal's Decision on Bifurcation	27 October 2025	30 days
Respondent's Counter-Memorial on the Merits and Memorial on Jurisdiction	16 March 2026	4 months 17 days (8 months and 17 days from the Memorial)
Claimants' Reply on the Merits and Counter-Memorial on Jurisdiction	7 August 2026	4 months 22 days

Event	Date	Interval
Respondent's Rejoinder on the Merits and Reply on Jurisdiction	30 December 2026	4 months 23 days
Claimants' Rejoinder on Jurisdiction	15 February 2027	45 days
Parties to identify witnesses and experts for cross-examination	15 March 2027	1 month
Pre-hearing CMC	12 April 2027	1 month
Hearing on Jurisdiction and Merits	7-11 June 2027, with 12, 14 and 15 June kept in reserve OR 21-25 June 2027, with 26, 28 and 29 June kept in reserve	

Scenario 3: Request for bifurcation filed and granted

The Tribunal shall set the timetable for the jurisdictional phase in consultation with the Parties after issuing its decision granting the Respondent's bifurcation request.

If the Tribunal upholds its jurisdiction, a new calendar will be set for the merits phase.

Annex C – List of Public Holidays

No.	Date	Name of Public Holiday	Country
2025			
1.	24 March 2025	Día de San José	COL
2.	17 April 2025	Jueves Santo	COL
3.	18 April 2025	Viernes Santo	COL/US
4.	1 May 2025	Día del Trabajo	COL
5.	26 May 2025	Memorial Day	US
6.	2 June 2025	Ascensión de Jesús	COL
7.	19 June 2025	Juneteenth	US
8.	23 June 2025	Día de Corpus Christi	COL
9.	30 June 2025	Día de San Pedro y San Pablo	COL
10.	4 July 2025	Independence Day	US
11.	20 July 2025	Día de la Independencia	COL
12.	7 August 2025	Batalla de Boyacá	COL
13.	18 August 2025	Asunción de la Virgen	COL
14.	1 September 2025	Labor Day	US
15.	13 October 2025	Día de la raza/ Native American or Indigenous Peoples' Day	COL/US
16.	3 November 2025	Día de los Santos	COL
17.	11 November 2025	Veterans Day	US
18.	17 November 2025	Independencia de Cartagena	COL
19.	27-28 November 2025	Thanksgiving Day	US
20.	8 December 2025	Inmaculada Concepción	COL
21.	25 December 2025	Navidad/Christmas Day	COL/US
2026			
22.	1 January 2026	Año nuevo/New Year's Day	COL/US
23.	12 January 2026	Reyes Magos	COL
24.	19 January 2026	Martin Luther King Day	US
25.	16 February 2026	President's Day	US

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26.	23 March 2026	Día de San José	COL
27.	2 April 2026	Jueves Santo	COL
28.	3 April 2026	Viernes Santo	COL/US
29.	1 May 2026	Día del Trabajo	COL
30.	18 May 2026	Ascensión de Jesús	COL
31.	25 May 2026	Memorial Day	US
32.	8 June 2026	Día de Corpus Christi	COL
33.	15 June 2026	Sagrado Corazón de Jesús	COL
34.	19 June 2026	Juneteenth	US
35.	29 June 2026	Día de San Pedro y San Pablo	COL/US
36.	3 July 2026	Independence Day	US
37.	20 July 2026	Día de la Independencia	COL
38.	7 August 2026	Batalla de Boyacá	COL
39.	17 August 2026	Asunción de la Virgen	COL
40.	7 September 2026	Labor Day	US
41.	12 October 2026	Día de la raza / Native American or Indigenous People's Day	COL / US
42.	2 November 2026	Día de los Santos	COL
43.	11 November 2026	Veterans Day	US
44.	16 November 2026	Independencia de Cartagena	COL
45.	26-27 November 2026	Thanksgiving Day	US
46.	8 December 2026	Inmaculada Concepción	COL
47.	25 December 2026	Navidad / Christmas Day	COL/US
2027			
48.	1 January 2027	Año nuevo/New Year's Day	COL/US
49.	11 January 2027	Reyes Magos	COL
50.	18 January 2027	Martin Luther King Day	US
51.	15 February 2027	President's Day	US
52.	22 March 2027	Día de San José	COL
53.	25 March 2027	Jueves Santo	COL
54.	26 March 2027	Viernes Santo	COL/US

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55.	1 May 2027	Día del Trabajo	COL
56.	10 May 2027	Ascensión de Jesús	COL
57.	31 May 2027	Día de Corpus Christi/ Memorial Day	COL/US
58.	7 June 2027	Sagrado Corazón de Jesús	COL
59.	18 June 2027	Juneteenth	US
60.	5 July 2027	Día de San Pedro y San Pablo	COL/US
61.	5 July 2027	Independence Day	US
62.	20 July 2027	Día de la Independencia	COL
63.	7 August 2027	Batalla de Boyacá	COL
64.	16 August 2027	Asunción de la Virgen	COL
65.	6 September 2027	Labor Day	US
66.	11 October 2027	Native American or Indigenous People's Day	US
67.	18 October 2027	Día de la raza	COL
68.	1 November 2027	Día de los Santos	COL
69.	11 November 2027	Veterans Day	US
70.	15 November 2027	Independencia de Cartagena	COL
71.	25-26 November 2027	Thanksgiving Day	US
72.	8 December 2027	Inmaculada Concepción	COL
73.	24 December 2027	Navidad / Christmas Day	COL/US

Annex D – Transparency Schedule

Claimant/Respondent [Party seeking protection against publication]	
Identification of document and part(s) sought to be protected	[use one sheet per document/category of documents]
Legal basis for protection	
Comments	
Reply by opposing Party	
Decision	

Annex E

Procedure for the publication of summaries jointly prepared by the Parties

1. No later than 14 calendar days from the submission of the Respondent's Counter-Memorial on the Merits, each Party shall prepare and send to the other a draft 3,000-word summary of its position on the merits, including its account of the key facts and issues in dispute, as well as its request for relief.
2. No later than 14 calendar days from the submission of the Claimant's Counter-Memorial on Jurisdiction, each Party shall prepare and send to the other a 1,500-word summary of its position in relation to any objection to the Tribunal's jurisdiction, including that Party's account of the key facts and issues in dispute, as well as its request for relief.
3. The summaries indicated above shall accurately reflect that Party's respective position as set out in the first round of pleadings on the merits or jurisdiction and may not contain new arguments or information. The Parties shall draft these summaries as objectively as possible and shall refrain from using inflammatory language.
4. Within 7 calendar days from its receipt, each Party may object to the contents of the other's summary on the basis that it does not comply with paragraph 3 above. On that same date, the objecting Party shall file the summary and its objection with the Tribunal.
5. If an objection is filed, the Tribunal shall decide on the objection after hearing the other Party. The Tribunal will determine the final content of the relevant summary and shall forward it to ICSID for publication.
6. If there is no objection to a Party's summary, within 3 calendar days after the time limit at paragraph 4 has elapsed, that Party shall submit its summary to the Secretary of the Tribunal for publication by ICSID.
7. ICSID shall publish both Parties' summaries jointly, shortly after their receipt. If an objection to a summary has been filed, ICSID shall refrain from publishing any summary until the objection has been resolved.