

INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

Eka Tjandranegara

v.

Malaysia

(ICSID Case No. ARB/25/27)

PROCEDURAL ORDER NO. 1

Members of the Tribunal

Ms. Juliet Blanch, President of the Tribunal

Prof. Zachary Douglas KC, Arbitrator

Mr. Stuart Isaacs KC, Arbitrator

Secretary of the Tribunal

Ms. Izabela Chabinska

Assistant to the President of the Tribunal

Mr. Tim Robbins

May 22, 2026

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Introduction

The first session of the Tribunal was held on March 13, 2026, at 4:30 a.m. EST, by video conference via Zoom. The session was adjourned at 5:32 a.m. EST.

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

Participating in the conference were:

Members of the Tribunal:

Ms. Juliet Blanch, President of the Tribunal
Prof. Zachary Douglas KC, Arbitrator
Mr. Stuart Isaacs KC, Arbitrator

ICSID Secretariat:

Ms. Izabela Chabinska, Secretary of the Tribunal

Assistant to the President:

Mr. Tim Robbins

On behalf of the Claimant:

Counsel:

Mr. Christopher Leong
Mr. Calvin Wong
Mr. Jason Kok
Mr. Harpreet Singh Nehal SC
Mr. Jordan Tan
Mr. Victor Leong
Mr. Lim Jun Heng
Prof. Darius Chan
Mr. Rajendra Navaratnam
Mr. Mak Hon Pan
Mr. Amitaesh Thevanathan
Ms. Karen Yong
Ms. Elizabeth Goh

Messrs. Chooi & Company
Messrs. Chooi & Company
Messrs. Chooi & Company
Audent Chambers LLC
Audent Chambers LLC
Audent Chambers LLC
Audent Chambers LLC
Breakpoint LLC
Messrs. Azman Davidson & Co.
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Messrs. Azman Davidson & Co.
Messrs. Robert Low + Ooi
Messrs. Robert Low + Ooi

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On behalf of the Respondent:

Counsel:

Mr. Matthew Hodgson	Linklaters
Mr. Andrew Battison	Linklaters
Mr. Karris Graham-Moore	Linklaters
Mr. Eamon Al-Saffar	Linklaters
Ms. Manuela Moreno	Linklaters

Parties:

Ms. Maizura binti Mohamed Tajuddin	Attorney General's Chambers
Mr. Kamal Azira bin Hassan	Ministry of Finance
Mr. Mohd Hisyamuddin bin Awang Abu Bakar	Ministry of Finance
Ms. Mazidatul Akmam binti Omar	Ministry of Finance
Ms. Nur Amalina binti Mohd Noor	Ministry of Finance
Ms. Afidah Azwa binti Abdul Aziz	Ministry of Finance

The Tribunal and the Parties considered the following:

- The Draft Procedural Order Nos. 1 and 2 circulated by the Tribunal Secretary on February 3, 2026; and
- The Parties' comments on the Draft Procedural Orders received on February 10, March 6 and 10, 2026 indicating the items on which they agreed and their respective positions regarding the items on which they did not agree.

As discussed at the first session, the Parties were invited to confer and inform the Tribunal of their agreement in relation to (i) the place of the proceeding and (ii) the page limits and format specification for their pleadings. The Parties submitted their agreement on March 26 and 30, 2026.

The Parties filed further written submissions in relation to the procedural matters discussed at the First Session on April 14, 20, 27, and May 19, 2026.

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

ACIA Article 33(3) and 40; ICSID Convention Article 44; ICSID Arbitration Rules, Rule 1

- 1.1. These proceedings are conducted in accordance with the ICSID Arbitration Rules in force as of July 1, 2022, taking into account provisions of Section B of the ASEAN Comprehensive Investment Agreement dated February 26, 2009, ratified by Malaysia on June 17, 2009, which entered into force on February 24, 2012 (the “ACIA”).
- 1.2. The Tribunal notes that Article 40 of the ACIA provides in relevant part that: “... *the tribunal shall decide the issues in dispute in accordance with this Agreement, any other applicable agreements between the Member States, and the applicable rules of international law and where applicable, any relevant domestic law of the disputing Member State.*”
- 1.3. If the ACIA, the ICSID Arbitration Rules or this Procedural Order do not address a specific procedural issue, the Tribunal shall, after consultation with the Parties, determine the applicable procedure.
- 1.4. The Tribunal may seek guidance from, but shall not be bound by, the 2020 IBA Rules on the Taking of Evidence in International Arbitration (“**IBA Rules**”), in particular with respect to:
 - 1.4.1. the exchange of documents (Article 3 of the IBA Rules);
 - 1.4.2. the presentation of evidence by fact and expert witnesses (Articles 4-5 of the IBA Rules);
 - 1.4.3. the conduct of the evidentiary hearing (Article 8 of the IBA Rules); and
 - 1.4.4. the admissibility and assessment of evidence (Article 9 of the IBA Rules).
- 1.5. The Tribunal may also seek guidance from, but shall not be bound by, the 2013 IBA Guidelines on Party Representation in International Arbitration (“**IBA Guidelines**”), in particular with respect to information exchange and disclosure obligations (Guideline 12 of the IBA Guidelines).

2. Constitution of the Tribunal and Tribunal Members’ Declarations

ACIA Article 35; ICSID Arbitration Rules, Rule 21

- 2.1. The Tribunal was constituted on January 13, 2026 in accordance with the ICSID Convention and the ICSID Arbitration Rules and ACIA Article 35. 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 following acceptance of each arbitrator's appointment, i.e., on July 30, 2025 for Mr. Isaacs, November 13, 2025 for Prof. Douglas, and January 13, 2026 for Ms. Blanch.
- 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

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

- 3.1. The fees and expenses of each Tribunal Member shall be determined and paid in accordance with the ICSID Schedule of Fees and the Memorandum on Fees and Expenses in force at the time the fees and expenses are incurred.
- 3.2. In the event the Members of the Tribunal are asked to reserve more than one day for a hearing or meeting, and that hearing or meeting is either cancelled or postponed by more than one week by one or both of the Parties except for unforeseen circumstances beyond Parties' control, the Members of the Tribunal may charge a cancellation fee for each day reserved as follows (based on an eight-hour day):
 - 3.2.1. Where the cancellation or postponement occurs within three months of the first day of such hearing, 25% of the applicable fees;
 - 3.2.2. Where the cancellation or postponement occurs within one month of the first day of such hearing, 50% of the applicable fees; or
 - 3.2.3. Where the cancellation or postponement occurs within three calendar days of the first day of such hearing, 100% of the applicable fees.

4. Presence and Quorum

ICSID Arbitration Rules, Rule 33

- 4.1. The participation of all 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 ICSID Arbitration Rules or unless the Parties agree otherwise.

5. Rulings of the Tribunal

ACIA Article 35(4); ICSID Convention Article 48(1); ICSID Arbitration Rules, Rules 10, 11(4), 12, 27 and 35 and 41

- 5.1. Decisions of the Tribunal shall be taken by a majority of the Members of the Tribunal, taking into consideration Article 35(4) of the ACIA.
- 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 and decisions 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. The reasons may be minimal 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 and bearing in mind the provisions contained in Article 41 of the ACIA. If the Tribunal cannot comply with an applicable time limit, it will advise the Parties of the special circumstances justifying the delay and the date when it anticipates rendering the ruling, in accordance with ICSID Arbitration Rule 12(2).
- 5.8. Any ruling of the Tribunal, including the certified copy of the Award, will be dispatched electronically to the Parties.

6. Power to Fix Time Limits

ICSID Arbitration Rules, 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 the ICSID 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 the ICSID 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 as long as (i) they do not materially affect the overall schedule of the procedure as set out in **Annex B** and (ii) the Tribunal is informed.

7. Secretary of the Tribunal

ICSID Administrative and Financial Regulations, 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
Fax: + 1 (202) 522-2615
Email: imch@worldbank.org
Paralegal name: Ms. Vanina Bauza
Paralegal email: ybauza1@worldbank.org
ICSID case address: arb/25/27@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. Assistant to the President

- 8.1. By letter of February 3, 2026 the ICSID Secretariat, acting on instructions of the Tribunal noted to the Parties that the President considered that it would benefit the overall cost and time efficiency of the proceedings if the President had an assistant. The President proposed, with the approval of the other members of the Tribunal, that Mr. Tim Robbins be appointed as assistant to the President. Mr. Robbins' *curriculum vitae* was circulated to the Parties on February 3, 2026.
- 8.2. The President further explained that the assistant would (i) undertake only such specific tasks as are assigned to him by the President, such as the marshaling of evidence, research of specific issues of law, the organization of case documents, and providing assistance during Tribunal deliberations; and (ii) be subject to the same confidentiality obligations as the Members of the Tribunal and sign a declaration to that effect. Mr. Robbins' declaration of independence and confidentiality was distributed to the Parties on February 13, 2026.
- 8.3. The Parties consented to the appointment of Mr. Robbins as assistant to the President on the terms set out in §8 by emails of February 12 and 13, 2026.
- 8.4. The Parties also agreed that the Assistant would receive: (i) USD 275.00 for each hour of work performed in connection with the case and expenses reimbursed as described in the Secretariat's letter of February 3, 2026.
- 8.5. The contact details of the Assistant are:
- 8.5.1. Jan Pieterszoon Coenstraat 7
The Hague, 2595WP
Netherlands
tim@robbinsarbitration.com
- 8.6. The Assistant shall submit his claims for fees and expenses to the ICSID Secretariat on a quarterly basis.

9. Representation of the Parties

ICSID Arbitration Rules, Rule 2

- 9.1. 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. If a Party wishes to designate additional or alternative agents, counsel or advocates such Party is to notify the other Party, the Tribunal and the Tribunal Secretary promptly of such proposed designation. In the event the other Party objects to such additional or alternative designation, it shall notify the Tribunal, the Tribunal Secretary and the first Party, with reasons, within 7 days of such notification. Any such intended change or addition shall only take effect

subject to the approval of the Tribunal.

- 9.2. The Tribunal may withhold approval of any intended change or addition to a Party's legal representatives where such change or addition could compromise the composition of the Tribunal or the finality of any award (on the grounds of possible conflict or other like impediment). In deciding whether to grant or withhold such approval, the Tribunal shall have regard to the circumstances, including: the general principle that a Party may be represented by a legal representative chosen by that Party, the stage which the arbitration has reached, the efficiency resulting from maintaining the composition of the Tribunal (as constituted throughout the arbitration), the integrity of the process, the finality of any order, decision or the Award and any likely wasted costs or loss of time resulting from such change or addition.

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10. Apportionment of Costs and Advance Payments to ICSID – Division of Advances

ICSID Convention Article 61(2); ICSID Administrative and Financial Regulations, Regulation 15; ICSID Arbitration Rules, Rule 50

- 10.1. The Parties shall make advance payments to cover all direct costs of the proceeding 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 June 12, 2025, 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

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Tribunal, as well as the subsequent phase, and requested that the Claimant pay USD 200,000. ICSID received the Claimant's payment on July 10, 2025. Following the constitution of the Tribunal, by letter of January 15, 2026, ICSID requested that the Respondent pay USD 200,000. ICSID received the Respondent's payment on February 9, 2026.

- 10.3. ICSID shall request further advances as needed. Such requests shall be accompanied by a detailed interim statement of account.
- 10.4. Any unused balance held on deposit at the end of the arbitration shall be returned to the Parties in proportion to the payments that they advanced to ICSID, without prejudice to the final decision of the Tribunal as to allocation of costs.

11. Place of Proceeding and Hearings

ACIA Article 36(5); ICSID Convention Articles 62 and 63; ICSID Arbitration Rules, Rule 32

- 11.1. London, United Kingdom shall be the place of the proceeding.
- 11.2. The Tribunal may hold in-person hearings at any other place that it considers appropriate after consultation with the Parties. The method of holding a hearing will be determined in accordance with §22.2.
- 11.3. The Tribunal Members may deliberate at any place and by any appropriate means they consider convenient.

12. Procedural Language, Translation and Interpretation

ICSID Administrative and Financial Regulations Regulation 32; ICSID Arbitration Rules, Rule 7

- 12.1. English is the procedural language of the arbitration.
- 12.2. The Tribunal and the Secretariat shall communicate with the Parties in the English language.
- 12.3. Documents filed in any other language must be accompanied by a translation into English.
- 12.4. It is sufficient to translate only the relevant part of a supporting document, unless the Tribunal orders a Party to provide a fuller or a complete translation.
- 12.5. Translations need not be certified, unless the translation is disputed and the Party disputing the translation specifically requests a certified version. Each translation

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will be deemed to be correct, unless a Party disputes its correctness. If a Party wishes to challenge the translation of a document, it shall submit a new translation that clearly identifies the differences. Where necessary, the Tribunal shall decide on such challenges, including on which version shall prevail.

- 12.6. Documents exchanged between the Parties in a language other than English under §16 below (Production of Documents) need not be translated.
- 12.7. 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.
- 12.8. Where a witness called for examination during the hearing is required to give evidence in a language other than in the English language, such testimony shall be interpreted simultaneously, if possible.
- 12.9. The costs of interpretation will be paid from the advance payments made by the Parties, without prejudice to the decision of the Tribunal as to which Party shall ultimately bear those costs.

13. Routing of Communications

ICSID Arbitration Rules, Rule 6

- 13.1. The ICSID Secretariat shall be the channel of written communications between the Parties and the Tribunal.
- 13.2. Each Party's written communications shall be transmitted by email or other electronic means to the opposing Party and to the Tribunal Secretary, who shall send them to the Tribunal and the Assistant.
- 13.3. Electronic versions of communications ordered by the Tribunal to be filed simultaneously shall be transmitted to the Tribunal Secretary only, who shall send them to the opposing Party and the Tribunal and the Assistant.
- 13.4. The Tribunal Secretary shall not be copied on direct communications between the Parties when such communications are not intended to be transmitted to the Tribunal.

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

ICSID Arbitration Rules, Rules 4, 5 and 9

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

- 14.1.1. 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
- 14.1.2. 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.²
- 14.2. Within ten business days following the electronic filing, the Parties shall courier one hard copy of their respective pleadings, witness statements and expert reports without exhibits thereto together with an index to Ms. Juliet Blanch (in A5 format, double sided, ring bound with a plastic front sheet) at the address indicated in §14.8 below.
- 14.3. Electronic files of pleadings, witness statements, expert reports, exhibits and legal authorities shall be, to the extent technically possible, text searchable (i.e., OCR PDF or Word).
- 14.4. All pleadings shall be limited to 200 pages, with the following specification: (a) pleadings shall each be limited to 200 pages of text, including the cover page and table of contents, but excluding any exhibits; (b) the font for the contents shall be Times New Roman with the font size of 12 (or the equivalent, such as Arial font size 10), with a line spacing of 1.5; (c) the page margins shall be a minimum of 2.5mm on each side of the page; and (d) the font for the footnotes shall be Times New Roman with the font size of 10 (or the equivalent, such as Arial font size 8), with a line spacing of 1.0.³ They 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**.
- 14.5. 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

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

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

³ For the avoidance of doubt, the page limits for pleading shall not apply to the Parties' requests for document production and the responses thereto.

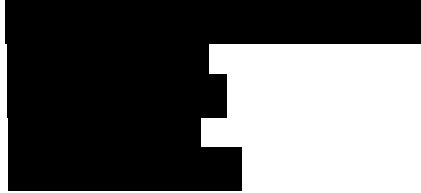
⁴ To ensure the full operation of the hyperlinked index, the entire folder shall be housed within one folder and then uploaded to Box as a single .zip file. Should the size of the .zip file make the upload to Box impossible, the Parties shall upload the organized folder to a designated sub-folder on to the Box filesharing platform, in a sub-folder and including a consolidated (non-hyperlinked) index.

- 14.6. 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.
- 14.7. A filing shall be deemed timely if sent by a Party by midnight, Washington, D.C. time, on the relevant date. If a filing falls on a Saturday or Sunday, the relevant date is the subsequent business day.
- 14.8. The addresses of the Tribunal Members are as follows:

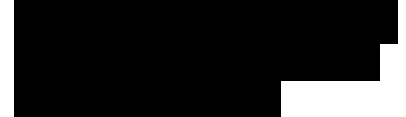
Ms. Juliet Blanch



Mr. Stuart Isaacs, KC



Prof. Zachary Douglas, KC



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

- 15.1. Pursuant to the Claimant’s letter dated February 3, 2026 sent on behalf of the Parties, the Parties have in-principle agreed that the proceedings be bifurcated into the following phases:
- 15.1.1. the first phase dealing with both liability and issues pertaining to jurisdiction together (“**Phase 1**”); and
 - 15.1.2. the second phase dealing with quantification of damages (if necessary) “**Phase 2**”).
- 15.2. Whilst the Respondent has indicated that it intends to make jurisdictional objections in due course, the Parties have agreed not to apply Article 36(1)-(3) of the ACIA insofar as they state that preliminary objections shall be raised within 30 days from constitution of the Tribunal and determined prior to consideration of the merits.
- 15.3. Accordingly, §15 of Procedural Order No. 1 and the Procedural Timetable at **Annex B** are in relation to Phase 1 only. To the extent Phase 2 is necessary, an additional Procedural Order and Procedural Timetable shall be established.
- 15.4. 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.
- 15.5. 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.

- 15.6. In the second exchange of submissions (in principle Reply and Rejoinder), if any, the Parties shall limit themselves to responding to factual allegations, legal arguments, and evidence put forward by the other Party in its preceding submission, subject to facts and documents resulting from the document production phase or new facts arisen after the filing of the Party's last submission.
- 15.7. 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.
- 15.8. All written submissions shall be divided into consecutively numbered paragraphs.
- 15.9. 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.
- 15.10. The time limits for the Tribunal's decisions are as set out in §5.7 above.

16. Production of Documents

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

- 16.1. The Tribunal shall be guided, but not bound by, the IBA Rules.
- 16.2. The Tribunal shall not be required to consider any evidence, or portion thereof, on the record that has not been specifically referred to, in the written or oral submissions of the Party seeking to rely on it.
- 16.3. 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 Redfern Schedule as attached in **Annex C** 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.
- 16.4. Each request for production shall contain:
 - 16.4.1. (i) a description of each requested Document sufficient to identify it, or (ii) a description in sufficient detail (including subject matter) of a narrow and

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- specific requested category of documents that are reasonably believed to exist; in the case of documents maintained in electronic form, the requesting Party may, or the Tribunal may order that it shall be required to, identify specific files, search terms, individuals or other means of searching for such documents in an efficient and economical manner;
- 16.4.2. a statement as to how the documents requested are relevant to the case and material to its outcome; and
- 16.4.3. (i) a statement that the documents requested are not in the possession, custody or control of the requesting Party or a statement of the reasons why it would be unreasonably burdensome for the requesting Party to produce such documents, and (ii) a statement of the reasons why the requesting Party assumes the documents requested are in the possession, custody or control of another Party.
- 16.5. Within the time limit set forth in **Annex B**, the other Party shall either produce the requested documents or, using the Redfern Schedule provided by the first Party, submit its reasons for its failure or refusal to produce responsive documents (objections).
- 16.6. Responsive documents containing privileged information are to be produced with the privileged information redacted.
- 16.7. Within the time limit set forth in **Annex B**, the requesting Party may seek an order for the production of the documents sought which the other Party does not agree to produce, in which case it shall reply to the other Party's objections in that same Redfern Schedule. At the same time, it shall submit the Word and .pdf copies of the Redfern Schedule to the Tribunal.
- 16.8. The Parties shall make no submissions in respect of the steps set out in §§16.3, 16.6, and 16.8 above other than those incorporated in the Redfern Schedules.
- 16.9. On or around the date set forth in **Annex B**, the Tribunal will rule upon the production of the documents or categories of documents.
- 16.10. 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 unless and until a Party subsequently files them as exhibits in accordance with §17 below.
- 16.11. 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.

- 16.12. If a Party fails to produce documents ordered by the Tribunal, the Tribunal may draw the inferences it deems appropriate, in light of all circumstances and taking into account the reasons advanced by a Party to explain its inability to produce any given document.

17. Submission of Documents

ICSID Convention Article 44; ICSID Arbitration Rules, Rule 5

- 17.1. 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.
- 17.2. The documents shall be submitted in the manner and form set forth in §14, above.
- 17.3. Neither Party shall be permitted to submit additional or responsive documents after the filing of its respective last written submission, unless the Parties agree otherwise, or the Tribunal determines that special circumstances exist based on a timely and reasoned written application followed by observations from the other Party.
- 17.3.1. 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, nor disclose any of the contents of any such documents, except for a general description explaining the nature and relevance of such documents.
- 17.3.2. 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.
- 17.4. The Tribunal may call upon the Parties to produce documents or other evidence in accordance with ICSID Arbitration Rule 36(3).
- 17.5. Documents shall be submitted in the following form:
- 17.5.1. 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.

- 17.5.2. 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 first page of the document, and shall be incorporated into the file name in accordance with §17.5.4.
- 17.5.3. A Party may produce several documents relating to the same subject matter within one Exhibit, numbering each page of such Exhibit separately and consecutively.
- 17.5.4. Electronic files and the accompanying indices shall follow the naming conventions contained in **Annex A**.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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, (iii) are submitted to the other Party at the time specified at §17.9.
- 17.9. An electronic copy of each demonstrative exhibit, including PowerPoint slides, shall be distributed by the Party intending to use it via an electronic mail sent to the entire case email distribution for each Party, the Members of the Tribunal, the Tribunal Secretary, the Assistant to the court reporter and to the interpreters as necessary. If the submission in relation to which such demonstrative exhibit is to be used commences on or before 10:30 a.m. then it is to be distributed at least two hours before the close of business of the day prior to their use. If the submission in relation to which such demonstrative exhibit is to be used commences after 10:30 a.m. then it is to be distributed at least two hours prior to its use.
- 17.10. In addition, promptly after the conclusion of the hearing day on which the corresponding demonstrative exhibit is used, the Parties shall upload such demonstrative to the case folder in the BOX files sharing platform, designating each with the corresponding CD-__ or RD-__ number.

18. Witness Statements and Expert Reports

ACIA Article 38; ICSID Convention Article 43(a); ICSID Arbitration Rules, Rule 38

- 18.1. Witness statements and expert reports shall be filed together with the Parties' pleadings.
- 18.2. Neither Party shall be permitted to submit any testimony that has not been filed with the written submissions, unless the Tribunal determines that special circumstances exist based on a reasoned written request followed by observations from the other Party (following the procedure outlined in §17.3).
- 18.3. Each witness statement and expert report shall be signed and dated by the witness, and state the witness's name, date of birth, current address, and involvement in the case.
- 18.4. Witness statements shall be submitted in English or with a translation into English. All witness statements should indicate the language in which the witness intends to give oral evidence.
- 18.5. In accordance with §18.2 above, each Party will submit its witness statements together with its written submissions. 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. The Tribunal notes that Article 38 of the ACIA provides that: "*Without prejudice to the appointment of other kinds of experts where authorised by the applicable arbitration rules, the tribunal, at the request of the disputing parties, may appoint one or more experts to report to it in writing on any factual issue concerning environmental, public health, safety or other scientific matters raised by a disputing party in a proceeding, subject to such terms and conditions as the disputing parties may agree.*"

19. Examination of Witnesses and Experts

ICSID Arbitration Rules, Rule 38

(a) Examination of witnesses

- 19.1. It shall not be improper for counsel to meet and/or converse with witnesses and potential witnesses to establish the facts, prepare the witness statements and assist witnesses with their preparation for the examinations.

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- 19.2. On the date provided in **Annex B**, each Party shall identify the witnesses of its opponent whom it intends to cross-examine. A witness whose cross-examination is not sought shall not testify unless the Tribunal directs his or her appearance.
- 19.3. The President of the Tribunal will ask each witness before his or her testimony to make the declaration set out in Rule 38(6) of the ICSID Arbitration Rules.
- 19.4. 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.
- 19.5. The failure by a Party to request cross-examination of a witness shall not be considered to reflect consent as to the correctness of the content of that witness' statement. Unless the Tribunal determines of its own motion or at the request of a Party, that the witness must be heard, it will assess the weight of the witness statement, taking into account the entire record and all the relevant circumstances.
- 19.6. 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.
- 19.7. 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.
- 19.8. Each witness called and/or required to testify shall appear in person before the Tribunal, unless the hearing is conducted online. If warranted by good reasons, the Tribunal may authorise an alternative method of cross-examining a witness, such as by live videolink.
- 19.9. 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 only do so upon the reasoned application of the Party whose witness is unable to appear, such application to be made immediately upon such Party being made aware that such witness is unable to appear and only in cases involving extreme circumstances justifying the non-appearance physically and virtually.
- 19.10. At the hearing, the examination of each witness shall proceed as follows:
 - 19.10.1. Direct examination shall be limited to ten minutes;

- 19.10.2. Corrections to witness statements should be provided in writing at least 2 hours prior to the witness giving testimony;
 - 19.10.3. The other Party may then cross-examine the witness about relevant facts within the witness' knowledge but not necessarily limited to facts addressed in the witness statement;
 - 19.10.4. The Party who has presented the witness may then re-examine the witness with respect to any matters or issues arising out of the cross-examination or questions posed by the Tribunal; and
 - 19.10.5. The Tribunal may ask its questions at any time, likely mainly at the end of the oral examinations.
- 19.11. Subject to other arrangements during the case management conference for hearing organization, (i) fact witnesses shall be examined prior to expert witnesses, the Claimants' fact witnesses being examined prior to the Respondent's fact witnesses and each Party determining the order of the fact witnesses whom it presents, and (ii) expert witnesses shall be grouped by topics, the Claimants' expert for each topic being examined first.
- 19.12. Subject to a different agreement by the Parties, a fact witness shall not be present in the hearing room during oral testimony and arguments, or read the transcript of oral testimony or argument, prior to his or her examination. This limitation does not apply to expert witnesses. Party representatives who are also fact witnesses may be present during opening submissions and thereafter only after their examination has been completed.
- 19.13. The Tribunal shall, at all times, have complete control over the procedure for hearing a witness. In particular, but without limiting the foregoing, the Tribunal may in its discretion:
- 19.13.1. Limit or refuse the right of a Party to examine a witness when it appears that a question is irrelevant;
 - 19.13.2. Direct that a witness be recalled for further examination at any time; or
 - 19.13.3. Provide that expert witnesses may be examined together ("witness conferencing"), in which case it will give appropriate directions.

(b) Examination of experts

- 19.14. All the rules set forth in Section 19(a) above shall apply by analogy to experts unless they are inconsistent with this Section.

- 19.15. Each Party may retain and produce evidence of one or more experts.
- 19.16. To the extent possible, the experts on the same subject matter on both sides should liaise before the hearing to identify disputed and undisputed issues. The Tribunal may order experts on the same subject matter to produce joint expert reports identifying disputed and undisputed issues.
- 19.17. 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).
- 19.18. 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 be sufficient. Such documents or information shall be subject to the rules on language set forth in §12 above.
- 19.19. 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.
- 19.20. At the hearing, the President of the Tribunal will ask each expert to make the declaration set out in Rule 38(8) of the ICSID Arbitration Rules.
- 19.21. Subject to directions given by the Tribunal at the pre-hearing conference, the Tribunal may request non-legal experts to give a presentation summarizing their methodology and conclusions in addition to or in lieu of their direct examination. The length of any such presentation shall be determined at the pre-hearing conference.

20. Pre-Hearing Organizational Meetings

ICSID Arbitration Rules, 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. At 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

ICSID Arbitration Rules, Rule 31

21.1. If the need arises, 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 after the second round of written submissions in accordance with **Annex B**.

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

22. Hearings

ICSID Arbitration Rules, Rule 32

22.1. The oral procedure shall consist of a hearing for examination of witnesses and experts, if any, and for oral arguments. No new evidence may be presented, and no unpleaded points may be raised, at the hearing(s) except with leave of the Tribunal.

22.2. The hearing(s) shall in principle be held in person or otherwise 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 §11 above.

22.3. Under exceptional circumstances and after consultation with the Parties, and having due regard to the views of the Parties and the specific circumstances of the case, including that any relevant travel or public health/security restrictions do not allow an in-person hearing, the Tribunal may decide to hold a hearing remotely or in a hybrid form.

22.4. The hearing shall take place as per the Procedural Timetable in **Annex B**.

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. In principle, each Party will have an equal time allocation for examinations and oral arguments with further time allocated to the Tribunal, subject to adjustments in the Tribunal's discretion, particularly if due process requires (including, for example, as a result of the relative number of witnesses and experts to be cross-examined, the need for interpretation, the scope of the evidence and/or the relative complexity of the claims and counterclaims). The allocation will be discussed at the pre-hearing organizational meeting for hearing organization and set by the Tribunal, which may grant short extensions if appropriate under the circumstances.
- 22.7. Additional matters regarding the conduct of the hearing – including the detailed hearing schedule, witness order, precise scope of cross-examination, and opening and closing presentations – will be discussed at the pre-hearing organizational meeting. Failing agreement of the Parties, the Tribunal will decide all such matters.
- 22.8. Matters regarding whether hearing will be open or closed to the public and the publication of the sound recording and transcript are dealt with in Procedural Order No. 2.

23. Recordings of Hearings and Sessions

ICSID Arbitration Rules, Rule 29(4)(i)

- 23.1. Sound recordings shall be made of all hearings and sessions. The sound recordings shall be provided to the Parties and the Tribunal Members.
- 23.2. Verbatim transcript(s) 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. The Parties shall agree on any corrections to the transcripts within 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 court reporter in the transcripts ("revised transcripts"). The Tribunal shall decide upon any disagreement between the Parties and any correction adopted by the Tribunal shall be entered by the court reporter in the revised transcripts.

24. Post-Hearing Memorials and Statements of Costs

ICSID Convention Article 44; ICSID Arbitration Rules, Rule 51

- 24.1. 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 limits for, and the length, format, and content of the post-hearing briefs. No new

evidence may be produced together with the post-hearing briefs, except with leave or on request of the Tribunal.

- 24.2. The Tribunal will issue directions on the Parties' statements of costs at the end of the hearing.

25. Transparency Matters

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

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

26. Data Privacy and Cybersecurity

- 26.1. The Members of the Tribunal, the Tribunal Secretary, the Assistant, 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 jointly 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.

28. Other Matters

- 28.1. The Parties are to conduct themselves respectfully and in an expeditious and costs-effective manner consistent with the efficient use of time and resources, so as to enable the arbitration to proceed in a proper, fair and efficient way. The Tribunal has discretion to allocate costs, including by issuing interim costs orders. Unreasonable behavior includes, by way of examples, repeated or unjustified failure to meet deadlines in the Procedural Timetable or comply with other procedural orders, dilatory tactics, or unnecessary or intemperate inter-lawyer correspondence.
- 28.2. Upon the request of a Party or on its own initiative, the Tribunal may amend or supplement any order made in this arbitration, including this Procedural Order No. 1, after consulting with the Parties.

On behalf of the Tribunal,

[signed]

Ms. Juliet Blanch
President of the Tribunal
Date: May 22, 2026

Annex A – Electronic File Naming Guidelines

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

All pleadings and accompanying documentation shall indicate the LANGUAGE in which they are submitted (e.g. 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 Hyperlinked Index (which shall be attached to each submission).

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

SUBMISSION TYPE	ELECTRONIC FILE NAMING GUIDELINES
MAIN PLEADINGS	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.
	CLAIMANT’S 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.
	CLAIMANT’S 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 Witness Statements, Expert Reports,	WITNESS/EXPERT INITIALS-###
	<i>For exhibits filed with the Witness Statement of [Maria Jones]</i>
	<i>MJ-0001</i>

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Legal Opinions	<i>MJ-0002</i>
	<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-[Claimant]-SPA</i>
	<i>Request for Stay of Enforcement-FR</i>
	<i>Request for Discontinuance-[Claimant]-ENG</i>
	<i>Post-Hearing Brief-[Claimant]-SPA</i>
	<i>Costs Submissions-[Respondent]-ENG</i>
	<i>Observations to Request for [XX]-[Claimant]-SPA</i>

Annex B – Procedural Timetable for Phase 1 (Jurisdiction and Liability)

<u>Event</u>	<u>Date</u>	<u>Interval (weeks)</u>
Claimant's Memorial on Liability	11 September 2026	6 months from the first procedural conference
Respondent's Counter-Memorial on Liability and Memorial on Jurisdiction ⁵	12 March 2027	6 months
Parties' Requests for Production of Documents	9 April 2027	4 weeks
Parties' Responses and/or Objections to Requests for Production of Documents	7 May 2027	4 weeks
Parties' Replies to Objections to Requests for Production of Documents	21 May 2027	2 weeks
Parties' Production of Documents which are not subject to Objections	4 June 2027	2 weeks
Tribunal's Decision on Objections to Requests for Production of Documents	4 June 2027	N/A
Parties' Production of Documents ordered by Tribunal	2 July 2027	4 weeks
Claimant's Reply on Liability and Counter-Memorial on Jurisdiction	24 September 2027	12 weeks
Respondent's Rejoinder on Liability and Reply on Jurisdiction	17 December 2027	12 weeks
Claimant's Rejoinder on Jurisdiction	10 March 2028	12 weeks
Parties to confirm which witnesses and experts they wish to examine	24 March 2028	2 weeks
Tribunal to indicate whether it wishes to examine any witnesses/experts not called for examination by the Parties	31 March 2028	1 week

⁵ The Tribunal will revert to the Parties at the latest by the close of the first round of Memorials regarding whether the reserved dates from 22 to 26 May 2028 should continue to be reserved or should be released. In the event a need arises for the Tribunal to release the reserved dates from 22 to 26 May 2028 prior to the close of the first round of Memorials, the Parties will be invited to justify any request to keep the dates 22 to 26 May 2028 in reserve.

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<u>Event</u>	<u>Date</u>	<u>Interval (weeks)</u>
Pre-hearing organizational meeting	12 April 2028	1.5 weeks
Hearing on Jurisdiction and Liability	15 May 2028 – 19 May 2028	
Reserve week for hearing on Jurisdiction and Liability	22 May 2028 – 26 May 2028	
Further Procedural Conference for Directions on Quantification Phase	To be fixed after the Tribunal’s decision on Jurisdiction and Liability	

Annex C – Document Production Schedule

Document Request No	
A. Documents or category of documents requested	
B. Relevance and materiality according to the requesting party (including references to pleadings, exhibits, witness statements or expert reports)	
C. Responses and/or objections to document request	
D. Replies to objections and request for resolution	
E. Decision of the Tribunal	