
**IN THE MATTER OF AN ARBITRATION UNDER CHAPTER ELEVEN OF THE NORTH
AMERICAN FREE TRADE AGREEMENT AND THE 1976 UNCITRAL ARBITRATION
RULES**

between

RESOLUTE FOREST PRODUCTS INC.

Claimant

and

GOVERNMENT OF CANADA

Respondent

(PCA CASE NO. 2016-13)

PROCEDURAL ORDER NO. 1

ARBITRAL TRIBUNAL:

Judge James R. Crawford, AC (President)

Dean Ronald A. Cass

Dean Céline Lévesque

29 June 2016

Procedural Order No. 1

Contents

1. Background.....	4
2. The Disputing Parties and their Representatives.....	4
3. The Arbitral Tribunal.....	6
4. Legal Seat of the Arbitration.....	7
5. Applicable Law and Arbitration Rules.....	7
6. Procedural Language, Translation and Interpretation.....	7
7. Calendar.....	8
8. Written Submissions.....	9
9. Exhibits and Legal Authorities.....	10
10. Document Production.....	11
11. Witnesses.....	11
12. Experts.....	13
13. Procedural Requests.....	14
14. Notifications and Communications.....	14
15. Non-Disputing NAFTA Parties.....	15
16. Amici.....	15
17. Procedural Rulings.....	15
18. Status of Orders.....	16
19. Fees and Expenses of the Members of the Arbitral Tribunal.....	16
20. Case Administration.....	16
21. Advances of Arbitration Costs.....	17
22. Pre-Hearing Conference.....	18

Procedural Order No. 1

23.	Record of Hearings.....	18
24.	Time Limits	19
25.	Confidentiality and Privacy.....	19
26.	Immunity from Suit.....	19
27.	Disposal of Record	19

1. **BACKGROUND**

- 1.1 This first procedural order sets out the procedural rules which shall govern this arbitration.
- 1.2 These rules have been discussed and agreed between the Claimant and the Respondent (the “Disputing Parties”) and the Tribunal during a telephone conference call held on June 28, 2016.

2. **THE DISPUTING PARTIES AND THEIR REPRESENTATIVES**

- 2.1 The Claimant is:

Resolute Forest Products Inc.
1209 Orange Street
Wilmington, Delaware 19801
United States of America

M. Jacques Vachon
E-mail: jacques.vachon@resolutefp.com

(“Resolute” or “the Claimant”)

The Claimant is represented in this arbitration by:

Elliot J. Feldman
Michael S. Snarr
Baker Hostetler LLP
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036
United States of America
Tel: + 1 202 861 1679
Fax: + 1 202 861 1783
E-mail: efeldman@bakerlaw.com
msnarr@bakerlaw.com

Martin J. Valasek
Norton Rose Fulbright Canada LLP
1 Place Ville Marie, Suite 2500
Montréal, Québec H3B 1R1
Canada
Tel: + 1 514 847 4818

Procedural Order No. 1

Fax: + 1 514 286 5474
E-mail: martin.valasek@nortonrosefulbright.com

All hard copy correspondence and documents in this arbitration will be delivered to the attention of Mr. Feldman and Mr. Valasek at the addresses of counsel for the Claimant and all e-mail correspondence will be delivered to the four e-mail addresses above.

2.2 The Respondent is:

The Government of Canada

Office of the Deputy Attorney General of Canada
284 Wellington Street
Ottawa, Ontario K1A 0H8
Canada

("Canada" or "the Respondent")

The Respondent is represented in this arbitration by:

Ms. Sylvie Tabet, General Counsel and Director

Mr. Mark A. Luz, Senior Counsel

Ms. Jenna Wates, Counsel

Ms. Krista Zeman, Counsel

Trade Law Bureau (JLT)

Global Affairs Canada

125 Sussex Drive

Ottawa, Ontario K1A 0G2

Canada

Tel: + 1 343 203 2224

Fax: + 1 613 944 5857

E-mail: sylvie.tabet@international.gc.ca

mark.luz@international.gc.ca

jenna.wates@international.gc.ca

krista.zeman@international.gc.ca

marc-andre.leveille@international.gc.ca

shawna.lesaux@international.gc.ca

All hard copy correspondence and documents in this arbitration will be delivered to the attention of Mr. Luz at the address of counsel for the Respondent and all e-mail correspondence will be delivered to the six e-mail addresses listed above.

Procedural Order No. 1

- 2.3 Any change or addition to a Disputing Party's representatives listed above shall be promptly notified in writing by that Disputing Party to the other Disputing Party, the Tribunal and the Administering Authority.

3. **THE ARBITRAL TRIBUNAL**

- 3.1 The Tribunal is composed of:

Judge James R. Crawford, AC

International Court of Justice

Peace Palace

Carnegieplein 2

2517 KJ The Hague

The Netherlands

Tel: + 31 70 302 2333

Fax: + 31 70 302 4167 (via PCA)

E-mail: J.Crawford@icj-cij.org

Ronald A. Cass

Dean Emeritus, Boston University School of Law

President, Cass & Associates, PC

10560 Fox Forest Drive

Great Falls, Virginia 22066

United States of America

Tel: +1 703 438 7590

Fax: +1 703 435 7591

E-mail: roncass@cassassociates.net

Céline Lévesque

Dean, Faculty of Law, Civil Law Section

University of Ottawa

57 Louis Pasteur Private

Ottawa, Ontario K1N 6N5

Canada

Tel: +1 613 562 5902

Fax: +1 613 562 5121

E-mail: celine.levesque@uottawa.ca

- 3.2 Each arbitrator is and shall remain at all times impartial and independent of the Disputing Parties and the Tribunal will take into account the IBA Guidelines on Conflict of Interest,

Procedural Order No. 1

2014. Each arbitrator has provided the Disputing Parties with a Statement of Independence.

- 3.3 The Disputing Parties confirm that the Tribunal has been duly constituted in accordance with Article 1123 of the NAFTA. The Disputing Parties have no objections whatsoever to the constitution of the Tribunal or to the appointment of any Member of the Tribunal in respect of matters known to them on the date of this Procedural Order.

4. LEGAL SEAT OF THE ARBITRATION

- 4.1 The Disputing Parties agree that the legal seat of the arbitration shall be Toronto, Ontario.

- 4.2 The Tribunal may, in its discretion, convene hearings at any location other than the seat of arbitration and will decide on such location after hearing the Disputing Parties and taking into account all relevant circumstances. Unless otherwise agreed by the Parties, the Members of the Tribunal may also meet at any location it considers appropriate for any other purpose.

- 4.3 Irrespective of the place where an award is signed, an award will be deemed to have been issued at the legal seat of the arbitration.

5. APPLICABLE LAW AND ARBITRATION RULES

- 5.1 The governing law for this arbitration is the NAFTA and applicable rules of international law (*per* Article 1131 of the NAFTA).

- 5.2 In addition to the provisions of this Procedural Order, the procedure in this arbitration shall be governed by the 1976 UNCITRAL Arbitration Rules (“UNCITRAL Rules”) except as modified by the provisions of Section B of Chapter 11 of the NAFTA (*per* Article 1120(2) of the NAFTA). If these provisions and rules do not address a specific procedural issue, the Tribunal shall, after consultation with the Disputing Parties, determine the applicable procedure. In addition, the Tribunal may seek guidance from, but shall not be bound by, the 2010 IBA Rules on the Taking of Evidence in International Commercial Arbitration.

6. PROCEDURAL LANGUAGE, TRANSLATION AND INTERPRETATION

- 6.1 The languages of the arbitration shall be English and French.

Procedural Order No. 1

- 6.2 The Tribunal's award(s) and procedural orders shall be in English. The Tribunal may cite in its Award the Disputing Parties' written submissions in their original language (i.e. English or French) without translation.
- 6.3 Document production between the Disputing Parties (pursuant to requests *inter se*) shall take place in the original language of the documentation, without the producing Party being required to provide any translations of documents produced to the requesting Party.
- 6.4 Each Party shall submit its written pleadings, including memorials, briefs and other written submissions, in English or French, in which case a courtesy translation shall be provided if the Tribunal so requests.
- 6.5 Each Party may submit its documentary evidence to the other Party and the Tribunal in the original language (provided it is in French or English), without any translation; but with English or French certified translations if the original language is other than English or French. Courtesy translations of particular documents shall be provided upon request of the Tribunal.
- 6.6 Each Party may submit its written factual testimony and written expert testimony in French or English, without any translation, however a courtesy translation shall be provided if the Tribunal so requests.
- 6.7 At the oral hearing(s), any factual or expert witness may testify orally in French or English, as he or she may choose.
- 6.8 All oral hearings shall take place in English or French, with simultaneous interpretation as appropriate of all oral submissions, oral testimony and oral exchanges with the Tribunal, with the costs of such translation to form part of the costs of the arbitration under Article 40 of the UNCITRAL Rules.

7. CALENDAR

- 7.1 The Government of Canada will file its Statement of Defence by September 1, 2016. The remainder of the Procedural Calendar for this arbitration shall be determined by the

Procedural Order No. 1

Tribunal in a separate Procedural Order at the earliest possible time after the filing of the Respondent's Statement of Defence.

8. WRITTEN SUBMISSIONS

- 8.1 On the date on which a written submission is due, the relevant Disputing Party shall submit an electronic version of its written submissions, including its briefs, memorials, expert reports and witness statements, and an index of its exhibits and legal authorities by e-mail (in MS Word format or "searchable" PDF format) to the other Disputing Party, to the Registry, and to each arbitrator.
- 8.2 Within seven calendar days following the filing of its written submissions by e-mail, the submitting Disputing Party shall send by post or courier to the other Disputing Party, to each arbitrator, and to the Registry, a USB key containing its submissions, exhibits and legal authorities in electronic format (in MS Word format or "searchable" PDF format). In addition, one hard copy of its written submissions (without exhibits or legal authorities) in the format (A4/Letter or A5) to be advised and one copy of its exhibits in standard letter size shall be sent by post or courier to each arbitrator and to the Registry.
- 8.3 Submissions and correspondence shall be deemed to have been timely filed if sent via e-mail on or before midnight Eastern Time on the date due.
- 8.4 In instances where the Tribunal orders simultaneous filings, the procedure shall be as follows:
- a) Each Disputing Party shall file its submission with the Registry and the arbitrators by the agreed deadline.
 - b) Each Disputing Party shall then notify the other Disputing Party that it has filed its submission.
 - c) The Registry will hold the submissions until both simultaneous submissions have been received. Once both submissions have been received, the Registry will then circulate the submissions to the Disputing Parties. Due to the agreed midnight deadline, it is understood that in some cases the Disputing Parties may not receive the submissions until the following morning. In such circumstances, the Registry will use best efforts to circulate the submissions by 9 a.m. Eastern Time the following morning.

Procedural Order No. 1

9. EXHIBITS AND LEGAL AUTHORITIES

- 9.1 The Disputing Parties shall identify each exhibit and legal authority submitted to the Tribunal with a distinct number.
- 9.2 Each exhibit submitted by the Claimant shall commence with the letter “C” followed by the applicable consecutive number, i.e. C-001, C-002, and so forth. Each exhibit submitted by the Respondent shall commence with the letter “R” followed by the applicable consecutive number, i.e. R-001, R-002, and so forth.
- 9.3 Each legal authority submitted by the Claimant shall commence with the letters “CL” followed by the applicable consecutive number, i.e. CL-001, CL-002, and so forth. Each legal authority submitted by the Respondent shall commence with the letters “RL” followed by the applicable consecutive number, i.e. RL-001, RL-002, and so forth.
- 9.4 The Disputing Parties shall submit all exhibits in chronological or other appropriate order, together with an index describing each of the exhibits by exhibit number, date, and other identifying information, as appropriate. This index of exhibits shall be included on each CD-ROM or USB key containing the exhibits.
- 9.5 The Disputing Parties shall submit all hardcopy exhibits in files with separate tabs for each exhibit.
- 9.6 It shall not be necessary for the Disputing Parties to submit hardcopies of their legal authorities.
- 9.7 The Disputing Parties shall submit all exhibits together with written submissions expressly referring to them, subject to the terms in paragraphs 8.1 and 8.2.
- 9.8 In exceptional cases, the Tribunal may allow a Disputing Party upon requesting leave and after hearing the other Disputing Party, to submit additional exhibits at a later stage of the proceedings if appropriate in view of all the relevant circumstances.
- 9.9 The use of demonstrative exhibits in aid of argument (such as charts or tabulations) will be allowed at oral hearings, provided that no new evidence is contained therein, and that such exhibits include citations to the relevant record. A hard copy of any such demonstrative exhibit shall be simultaneously provided by the Disputing Party submitting

Procedural Order No. 1

such exhibit to the other Disputing Party, to the Registry, to each arbitrator, to the court reporter and to any interpreter.

9.10 All documents, including both originals and copies, submitted to the Tribunal shall be deemed to be authentic unless disputed by the other Disputing Party, in which case the Tribunal will determine whether authentication is necessary.

9.11 The Disputing Parties shall either submit all documents to the Tribunal in complete form or indicate the respects in which any document is incomplete.

10. DOCUMENT PRODUCTION

10.1 Document production issues will be the subject of a separate procedural order to be issued by the Tribunal.

11. WITNESSES

11.1 Any person may present evidence as a witness, including a Disputing Party or a Disputing Party's officer, employee, or other representative.

11.2 For each witness, a written and signed witness statement shall be submitted to the Tribunal. The Tribunal shall not admit testimony of a witness who has not submitted a written witness statement, unless the Tribunal determines that extraordinary circumstances exist and upon a showing of good cause. If such testimony is admitted, the opposing Disputing Party shall be given an appropriate opportunity to respond to such testimony.

11.3 Witness statements shall be submitted together with the Disputing Parties' written memorials. The witness statements shall be numbered separately from other documents and include each witness' surname (e.g. "CWS (Claimant's witness statement)-[surname of witness]"). Where a witness submits more than one witness statement, his or her subsequent witness statements shall be numbered accordingly (e.g. "CWS-[surname of witness]-2").

11.4 Each witness statement shall state: (1) the name and address of the witness; (2) his or her relationship to, and interest in, any of the Disputing Parties in this arbitration; and (3) the substance of the evidence that the Disputing Party will present through the testimony of the witness at the hearing. Each witness statement shall be signed and affirmed by the witness, providing the date and place of signature.

Procedural Order No. 1

- 11.5 Only witnesses that are called to be cross-examined by the other Party, or who are directed to appear by the Tribunal, shall testify at the hearing. Notwithstanding the above, at the request of a Disputing Party, the Tribunal may allow a witness offered by that Party but not called to be cross-examined by the other Party, or directed by the Tribunal to appear, to testify at the hearing.
- 11.6 Each Party shall be responsible for ensuring the attendance of its own witnesses at the applicable hearing, except when the other Party has waived cross-examination of a witness, the Tribunal does not direct his or her appearance, and the Disputing Party decides not to call the witness.
- 11.7 Each Disputing Party shall cover the costs of appearance of its own witnesses (except with respect to interpretation, addressed in Section 6 above). The Tribunal will decide upon the appropriate allocation of such costs in the final award or at the time the arbitration is concluded.
- 11.8 If a witness cannot appear during the scheduled dates or without notice fails to appear when first summoned to a hearing, the Tribunal may, at its discretion, summon the witness to appear a second time, if it is satisfied that: (1) there was a compelling reason for the witness' first failure to appear; (2) the testimony of the witness is relevant to the adjudication of the dispute; and (3) providing a second opportunity for the witness to appear will not unduly delay the proceeding.
- 11.9 The Tribunal may consider the witness statement of a witness who provides a valid reason for failing to appear when summoned to a hearing, having regard to all the surrounding circumstances, including the fact that the witness was not subject to cross-examination. A witness who is not called for cross-examination has a valid reason not to appear. The Tribunal may decline to consider the witness statement of a witness who fails to appear and does not provide a valid reason.
- 11.10 Witnesses shall be examined in person except in exceptional circumstances as determined by the Tribunal.
- 11.11 At any hearing the examination of each witness shall proceed as follows:
- a) the Disputing Party summoning the witness may briefly examine the witness for the purpose of introducing the witness; summarizing briefly the witness's testimony; correcting, if necessary, any errors in the witness statement; and addressing matters arising after the witness statement was given, if any;

Procedural Order No. 1

- b) the adverse Disputing Party may then cross-examine the witness;
 - c) the Disputing Party summoning the witness may then re-examine the witness with respect to any matters or issues arising out of the cross-examination. At the discretion of the Tribunal, the adverse Disputing Party may re-cross examine the witness, with the re-cross examination limited to the witness' testimony on re-examination; and
 - d) the Tribunal may examine the witness at any time, either before, during or after examination by one of the Disputing Parties.
- 11.12 During the Pre-hearing Conference, the Tribunal in consultation with the Disputing Parties shall determine which witnesses may be present in the hearing room during oral statements and testimony, and the order in which such witnesses shall be examined.
- 11.13 Unless agreed otherwise, a fact witness shall not be present in the hearing room during the opening statement, the hearing of oral testimony, nor shall he or she read any transcript of any oral testimony, prior to his or her examination. This limitation does not apply to expert witnesses or to a witness of fact if that witness is a party representative.
- 11.14 The party representative referred to in section 11.13 means the individual(s) designated by a Disputing Party to act as its agent and give instructions to counsel at the hearing.
- 11.15 It shall not be improper for counsel to meet witnesses and potential witnesses to establish the facts, prepare the witness statements, and prepare the examinations. Once direct examination begins, a witness shall remain sequestered from counsel until his or her testimony is complete.
- 11.16 A decision by a Disputing Party not to call a witness to appear for testimony at a hearing shall not be considered to reflect an agreement as to the correctness of the content of the witness statement.

12. EXPERTS

- 12.1 Each Disputing Party may retain and submit the evidence of one or more experts to the other Disputing Party, the Registry and the Tribunal. Expert reports shall be accompanied by any documents or information upon which they rely, unless such

Procedural Order No. 1

documents or information have already been submitted as exhibits with the Disputing Parties' memorials, in which case reference to such exhibits shall be sufficient. The procedural rules set out in the above Section 11 shall apply by analogy to the evidence of experts.

- 12.2 Each expert report shall include the information listed in Section 11.4 above, as well as a statement of qualifications of the expert in the claimed area of expertise. Each expert report shall attach a current curriculum vitae evidencing such qualifications.
- 12.3 Before he or she is cross-examined, each expert shall be permitted to make a brief presentation summarizing the contents of his or her expert report(s) filed by a Disputing Party in the arbitration. The expert shall not be permitted, however, to introduce new expert testimony during this presentation.

13. PROCEDURAL REQUESTS

- 13.1 If a Disputing Party introduces a motion or procedural request, as a general rule, the other Disputing Party shall have five business days, not including the day on which the request was made, to reply, unless otherwise agreed by the Disputing Parties or ordered by the Tribunal. Further submissions on a request shall be at the discretion of the Tribunal.

14. NOTIFICATIONS AND COMMUNICATIONS

- 14.1 The Disputing Parties and their representatives and counsel, or anyone acting on their behalf, shall not engage, directly or indirectly, in any oral or written *ex parte* communications with any Member of the Tribunal in connection with the subject-matter of the arbitration.
- 14.2 Each Disputing Party shall address all communications, submissions and documents directly and simultaneously to each member of the Tribunal, with a copy to the other Disputing Party and the Registry, subject to Section 8.4.
- 14.3 All notifications and communications in this arbitration shall be valid, provided that they are made: in the case of the Tribunal, to each of its members at the addresses set out in Section 3 above, or as subsequently notified during the course of the proceedings; in the case of the Disputing Parties, to their respective counsel at the addresses set out in Section 2 above, or as subsequently notified during the course of the proceedings. Any changes in the addresses or other particulars set out in Section 2 above shall be

Procedural Order No. 1

notified to the Disputing Parties' counsel, the Tribunal and the Registry. Prior to the receipt of such notification, all communications and notifications may be validly made to addresses set out in Section 2 above.

- 14.4 Subject to Section 8.2 above, all notifications and communications by the Disputing Parties and by the Tribunal, except for awards, shall be made, by e-mail.

15. NON-DISPUTING NAFTA PARTIES

- 15.1 The Governments of Mexico and the United States may attend hearings and make submissions to the Tribunal in accordance with Article 1128 of the NAFTA by the dates to be indicated in a separate Procedural Calendar or as determined by the Tribunal. Subject to the Confidentiality Order, they shall be entitled to receive a copy of the evidence and submissions referred to in Article 1129 of the NAFTA.

- 15.2 The Disputing Parties shall have the opportunity to comment on any Article 1128 submission by the relevant date indicated in the Procedural Calendar.

16. AMICI

- 16.1 If a request for the submission of an amicus curiae brief were to be filed by the date indicated in the Procedural Calendar, the Tribunal would give the appropriate directions in the exercise of its powers under Article 15 of the UNCITRAL Rules and take into consideration the recommendation of the North American Free Trade Commission on non-disputing party participation of 7 October 2003.

- 16.2 By the relevant dates to be indicated in the Procedural Calendar or as determined by the Tribunal, the Disputing Parties shall have the opportunity to: (1) make submissions on any request for the submission of an amicus curiae brief; and (2) file simultaneous observations on issues raised in any amicus curiae brief submitted pursuant to a decision of the Tribunal.

17. PROCEDURAL RULINGS

- 17.1 The arbitrators and the Disputing Parties agree that the Presiding Arbitrator may sign procedural rulings alone provided that the Presiding Arbitrator consults with the other arbitrators, excepting requests for an extension of time where the urgency of the request is such that no consultation with the other arbitrators is feasible.

18. STATUS OF ORDERS

18.1 Any Order of the Tribunal may, at the request of a Party or at the Tribunal's own initiative, be varied if the circumstances so require.

19. FEES AND EXPENSES OF THE MEMBERS OF THE ARBITRAL TRIBUNAL

19.1 Each member of the Tribunal shall receive:

19.1.1 a fee of USD 3,000, or such other fee as may be set forth from time to time in the ICSID Schedule of Fees, for each day of participation in meetings of the Tribunal or 8 hours of other work performed in connection with the proceeding or pro rata;

19.1.2 subsistence allowances and reimbursement of travel (in business class) and other expenses within the limits set forth in Regulation 14 of the ICSID Administrative and Financial Regulations and the Memorandum on the Fees and Expenses of ICSID Arbitrators.

19.2 All payments to the Tribunal shall be made from deposits placed with the Registry.

20. CASE ADMINISTRATION

20.1 The International Bureau of the Permanent Court of Arbitration shall act as registry ("the Registry") in this arbitration under the following terms:

20.1.1 The Registry shall manage deposits made by the Disputing Parties to cover the costs of the arbitration, subject to the Tribunal's supervision;

20.1.2 The Registry shall maintain an archive of filings and submissions;

20.1.3 If needed, the Registry shall make its hearing and meeting rooms at the Peace Palace in The Hague available to the Disputing Parties and the Tribunal at no charge. Costs of catering, court reporting, or other technical support associated with hearings or

Procedural Order No. 1

meetings at the Peace Palace or elsewhere shall be subject to consultations of the Disputing Parties and subsequently borne by the Disputing Parties;

20.1.4 The Registry shall provide such other registry services as the Tribunal may direct; and

20.1.5 Work carried out by the Registry will be paid in accordance with the PCA's Schedule of Fees. PCA fees and expenses will be paid in the same manner as the Tribunal's fees and expenses.

20.2 The contact details of the Registry are as follows:

Permanent Court of Arbitration
Attn: Judith Levine, Jennifer Nettleton and Gaëlle Chevalier
Peace Palace
2517 KJ The Hague
The Netherlands
Tel: +31 70 302 4165
Fax: +31 70 302 4167
E-mail: jlevine@pca-cpa.org
jnettleton@pca-cpa.org
gchevalier@pca-cpa.org

21. ADVANCES OF ARBITRATION COSTS

21.1 Without prejudice to the final decision of the Tribunal regarding allocation of costs, the Claimant and the Respondent agree to share equally in advance payments for the fees and costs of the Tribunal and of the Registry. Upon the issuance of an award, the Tribunal may apportion the costs of the arbitration between the Disputing Parties, if it determines such apportionment is reasonable under the circumstances of the award.

21.2 In accordance with Article 41(1) of the UNCITRAL Rules and in order to ensure sufficient funds for the Tribunal's fees and expenses, within 30 days from the issuance of this Procedural Order, the Parties are requested to deposit, a sum of USD 200,000 (i.e., USD 100,000 from each side) by transfer to the following account:

Bank: ABN Amro Bank N.V.
Kneuterdijk 8, 2514 EN, The Hague, The Netherlands
BIC: ABNANL2A
Account number: 0533 5127 51
IBAN: NL61 ABNA 0533 5127 51
Beneficiary: Permanent Court of Arbitration
Reference: PCA Case No. 2016-13 [*specify: Claimant or Respondent*]

Procedural Order No. 1

- 21.3 The Registry will review the adequacy of the deposit from time to time and, at the request of the Tribunal, may request the Disputing Parties to make supplementary deposits in accordance with Article 41(2) of the UNCITRAL Arbitration Rules.
- 21.4 When making a request for a supplementary deposit, or upon the request of a Disputing Party, the Registry shall provide the Disputing Parties with a statement of accounts detailing the fees and expenses of the Tribunal and the Registry to date.
- 21.5 Any transfer fees or other bank charges will be charged by the PCA to the deposit. No interest will be paid on the deposit.
- 21.6 The unused balance held on deposit at the end of the arbitration shall be returned to the Disputing Parties as directed by the Tribunal.

22. PRE-HEARING CONFERENCE

- 22.1 A pre-hearing conference shall be held on a date to be determined by the Tribunal by telephone or videoconference between the Tribunal, or its President, and the Disputing Parties in order to resolve any outstanding procedural, administrative, and logistical matters in preparation for the hearing.
- 22.2 The Tribunal shall make best efforts to provide the Disputing Parties, 30 days in advance of the hearing, with a list of questions that it wishes the Disputing Parties to address in their oral submissions.

23. RECORD OF HEARINGS

- 23.1 Hearings shall be open to the public. The Tribunal shall hold portions of hearings in camera to the extent necessary to ensure the protection of confidential information.
- 23.2 Sound recordings shall be made of all hearings and sessions. The sound recordings shall be provided to the Disputing Parties and the Members of the Tribunal.
- 23.3 Verbatim transcripts shall be made of any hearing other than hearings on procedural issues.
- 23.4 Live Note transcription software, or comparable software, shall be used to make the hearing transcripts instantaneously available to the Disputing Parties and Members of the Tribunal in the hearing room. The transcripts of proceedings should be made

Procedural Order No. 1

available on a same day service basis where practicable.

- 23.5 The Tribunal shall establish, as necessary, procedures and schedules for the correction of transcripts. If the Disputing Parties disagree on corrections to be made to transcripts, the Tribunal shall determine whether any such corrections are to be adopted.

24. **TIME LIMITS**

- 24.1 The Tribunal shall, in consultation with the Disputing Parties, fix the time limits in respect of all documents to be filed. In case of urgency, the President may fix a time limit or amend an existing time limit.

25. **CONFIDENTIALITY AND PRIVACY**

- 25.1 Matters concerning confidentiality and privacy of the arbitral proceedings, rulings, orders, decisions, awards, submissions and evidence, including the publication of documents produced or filed, shall be the subject of a separate Confidentiality Order.

26. **IMMUNITY FROM SUIT**

- 26.1 Neither Party shall seek to make the Tribunal, the Registry, or any of their members liable in respect of any act or omission in connection with any matter related to the arbitration.
- 26.2 Neither Party shall require any member of the Tribunal or the Registry to be a party or witness in any judicial, administrative, or other proceedings arising out of or in connection with this arbitration.

27. **DISPOSAL OF RECORD**

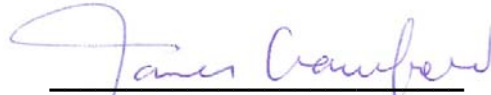
- 27.1 Six months after the Tribunal has notified the final award to the Disputing Parties, the arbitrators shall be at liberty to dispose of the record of the arbitration, unless the Disputing Parties ask that the documents be returned to them or to their counsel, which will be done at the expense of the requesting Disputing Party.

Resolute Forest Products Inc. v. Government of Canada
(PCA Case No. 2016-13)

Procedural Order No. 1

Date: 29 June 2016

For the Arbitral Tribunal



Judge James R. Crawford, AC