

WAA 2025 survey

World Atlas of Arbitration | 2025 survey questionnaire | Please answer all questions you can. You don't have to answer everything. Alternatively, you can also fill in the **survey online**.



Please read instructions before you proceed to the questionnaire.

You can also read more about our team's methodology, motivation, funding and other stuff in white paper on **www.arbitrationatlas.com**.

Thank you! The editors.

1. Email:

2. **Name. (OPTIONAL)** Your name will not be shared with anybody, unless you give us consent to publish your name in the World Atlas of Arbitration (WAA) list of contributors. Please write the name as you would like to see it, excluding the titles.

3. **List of contributors.** Would you like your name to be listed amongst the WAA contributors?*

4. **Jurisdiction.** What is your jurisdiction? For states with arbitration laws varied in their individual jurisdictions, sub-questions asking about the state/province/jurisdiction will follow.

If you want to submit this questionnaire for **multiple jurisdictions**, you can do so - after submitting the first one, just click on the link again and start a new submission. Or send us multiple PDF questionnaires. There is no limitation to how many questionnaires you can submit.*

5. **Which state in the USA?** If you are from the USA, please also indicate which state.

6. **Which province in Canada?** If you are from Canada, please also indicate which province.

7. Which jurisdiction in the UK?

8. Domestic vs. international arbitration? Are there (materially) different legal regimes governing the conduct of domestic and international arbitrations in your jurisdiction?

- ☐ Yes
- ☐ No
- ☐ I don't know / I am not sure

9. Anti-suit injunctions. Has it ever been reported that a court in your jurisdiction would issue an injunction banning the respondent from initiating court or arbitral proceedings in other jurisdictions?

- ☐ Yes
- ☐ No, but it is theoretically possible that the court would do it in the future
- ☐ No and it is impossible / extremely unlikely that the court could / would do it
- ☐ I don't know / I am not sure

10. Interim measures / provisional relief. Do arbitrators have the power to issue temporary injunctions (regardless of whether courts (also) can)?

- ☐ Yes, and there does not even need to be any mention in the institutional rules or in the parties' agreement
- ☐ Yes, but only if the institutional rules expressly provide for it or if the parties agreed to give the arbitrators such powers
- ☐ No, not even if the rules or parties grant such power
- ☐ I don't know / I am not sure

11. Interim measures: enforcement. Would a court in your jurisdiction enforce an injunction issued by an arbitrator / tribunal?

- ☐ Yes, regardless of where issued
- ☐ Yes, but only if the tribunal is seated in this jurisdiction
- ☐ No
- ☐ I don't know / I am not sure

12. Staying concurrent court proceedings. Is there any deadline in COURT proceedings by which one of the parties must object to the court's jurisdiction (based on a valid arbitration agreement), or else the court would proceed with its own proceedings regardless of the arbitration agreement? If so, what is the deadline, approximately?

- ☐ No relevant deadline
- ☐ First communication of the relevant party to the court
- ☐ At some stage during the court proceedings

- ☐ At any stage during the court proceedings, all the way up until the ruling is made
- ☐ I don't know / I am not sure

13. Arbitrability. Which of the following borderline cases are arbitrable in your jurisdiction? And for an award issued in a foreign jurisdiction, which of them would be generally granted enforcement in your jurisdiction? Always assume that a signed arbitration agreement exists.

	Arbitrable (unchecked = non- arbitrable)	Not sure / don't know (arbitrability)	Enforceable (unchecked = non- enforceable)	Not sure / don't know (enforceability)
Shareholder disputes based on agreements alone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shareholder disputes based also on statutes / articles of association (assuming they contain an arbitration clause signed by all parties)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment disputes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disputes with company directors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disputes with consumers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promissory notes disputes (arbitration agreement included in the promissory note)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disputes from securities (arbitration agreement is contained in the subscription or other agreement and signed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matrimonial matters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14. Arbitrability (title to registered assets). Which of the following disputes about ownership title are arbitrable in your jurisdiction? And for an award issued in a foreign jurisdiction, which of them would be generally granted enforcement in your jurisdiction?

Arbitrability and enforceability are deemed to exist when the award would be acceptable grounds for making ownership change recorded in the relevant registry, without a separate application to a local court, which would have the power to review the case in merits.

	Arbitrable (unchecked = not arbitrable)	Not sure / don't know (arbitrability)	Enforceable (unchecked = not enforceable)	Not sure / don't know (enforceability)
Land, buildings, real-estate, leaseholds etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Registered shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aircraft	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sea-going and/or inland vessel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trademark	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Domain name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. Which other types of disputes, which are not listed above, **are not arbitrable** in your jurisdiction?

16. Which other **unusual types of disputes** (normally not arbitrable in other jurisdictions) can be arbitrated in your jurisdiction? E.g. wills, tax disputes, antitrust liability disputes, tort liability, defamation etc.

17. Insolvency during arbitration. What is the effect on the arbitration proceedings of a subsequently commenced insolvency proceedings against one of the parties if they are both taking place in your jurisdiction? If none of the available options below even remotely describe the situation in your jurisdiction, please briefly describe what happens to arbitration proceedings in your jurisdiction in the “other” field below.

- ☐ Arbitration proceedings are generally stayed / suspended / terminated regardless of whether the insolvent party is the claimant or respondent
- ☐ Arbitration proceedings are generally stayed / suspended / terminated but only when the insolvent party is the respondent
- ☐ Generally, the arbitration proceedings can continue, but the award will not count in the insolvency proceedings, i.e. will not be binding on the insolvency court / administrator / other creditors in connection with the registration of the creditor's claim or inclusion of assets in the insolvent party's estate
- ☐ Other: _____

18. Foreign insolvency. In case insolvency proceedings are commenced (or continue) against one of the parties abroad and the arbitration would have to be stayed / suspended / terminated under the relevant foreign law, would the failure by the arbitrator(s) to comply with such requirement under the foreign law be the grounds for annulment (if seated in your jurisdiction) or refusal of enforcement (if seated abroad) in your jurisdiction?

	Grounds for annulment	Grounds for refusal of enforcement
Clear yes	<input type="checkbox"/>	<input type="checkbox"/>
Probably yes	<input type="checkbox"/>	<input type="checkbox"/>
Not sure / don't know	<input type="checkbox"/>	<input type="checkbox"/>
Probably no	<input type="checkbox"/>	<input type="checkbox"/>
Clear no	<input type="checkbox"/>	<input type="checkbox"/>

19. Survival of arbitration agreement in insolvency? If an arbitration agreement is in place and a dispute arises after the insolvency proceedings are commenced, can the solvent party rely on the arbitration agreement and have the dispute decided in arbitration with the results effectively counted in the insolvency proceedings (having effect on the solvent party's interests in the insolvency proceedings)? Assume both proceedings are domiciled in your jurisdiction. Assume that the dispute does not involve clear "insolvency matters", such as claw-back, set-aside or related party transactions etc.

- ☐ Broad and absolute yes
- ☐ Generally yes, but there are some exceptions
- ☐ Generally yes, but only when the insolvent party is the claimant in the proceedings and there are still some exceptions
- ☐ No, all disputes whose results have any bearing on the insolvency must be decided by the insolvency court or other relevant body other than the arbitrator(s)
- ☐ Other: _____

20. Optional arbitration clauses: validity. Is an arbitration agreement that grants only one party the right to choose arbitration valid under the law of your jurisdiction (assuming this law governs the arbitration agreement)?

- ☐ Yes, perfectly valid
- ☐ Probably invalid
- ☐ No, certainly invalid
- ☐ I don't know / I am not sure

21. Optional arbitration clauses: annulment and enforcement. Would an award rendered in your jurisdiction be subject to annulment solely because it was based on an optional arbitration clause? Would an award rendered in another jurisdiction be refused enforcement in your jurisdiction solely because it was based on an optional arbitration clause? In both questions, assume that an optional arbitration clause is valid under the law governing the arbitration agreement. For the question on enforcement, assume that the mere existence of an optional arbitration clause is not a ground for annulment in the jurisdiction where the award was rendered.

	Grounds for annulment	Refusal of enforcement
Clear yes	<input type="checkbox"/>	<input type="checkbox"/>
Probably yes	<input type="checkbox"/>	<input type="checkbox"/>
Not sure / don't know	<input type="checkbox"/>	<input type="checkbox"/>
Probably no	<input type="checkbox"/>	<input type="checkbox"/>
Clear no	<input type="checkbox"/>	<input type="checkbox"/>

22. Asymmetric arbitration clauses: validity. Is an arbitration agreement that grants only one party a greater influence on the proceedings (e.g., on the composition of the tribunal, applicable law, deadlines, etc.) valid under the law of your jurisdiction (assuming this law governs the arbitration agreement)

- ☐ Yes, perfectly valid
- ☐ Probably invalid
- ☐ No, certainly invalid
- ☐ I don't know / I am not sure

23. Asymmetric arbitration clauses: annulment and enforcement. Would an award rendered in your jurisdiction be subject to annulment solely because it was based on an asymmetric arbitration clause? Would an award rendered in another jurisdiction be refused enforcement in your jurisdiction solely because it was based on an asymmetric arbitration clause? In both questions, assume that an asymmetric arbitration clause is valid under the law governing the arbitration agreement. For the question on enforcement, assume that the mere existence of an asymmetric arbitration clause is not a ground for annulment in the jurisdiction where the award was rendered.

	Grounds for annulment	Refusal of enforcement
Clear yes	<input type="checkbox"/>	<input type="checkbox"/>
Probably yes	<input type="checkbox"/>	<input type="checkbox"/>
Not sure / don't know	<input type="checkbox"/>	<input type="checkbox"/>
Probably no	<input type="checkbox"/>	<input type="checkbox"/>
Clear no	<input type="checkbox"/>	<input type="checkbox"/>

24. Public domain evidence. Can the arbitrator(s) refer to / search public domain sources of their own initiative and/or use them as evidence? Assume that they tell the parties about it and parties can make adequate comments and submissions. It is understood that such initiative is not a widespread practice and answering "yes" does not imply any attitude about such practice.

- ☐ Absolutely no, such initiative would almost certainly be the grounds for annulment
- ☐ No, such initiative would likely be the grounds for annulment
- ☐ Probably yes, but the risk of annulment could not be entirely excluded
- ☐ Yes
- ☐ I am not sure / I don't know

25. Jurisdiction: reviewed *ex officio*? Do the arbitrators have to assess their jurisdiction even without a party's objection?

- ☐ Yes
☐ No
☐ I don't know / I am not sure

26. Jurisdiction: deadline for challenge. Is there a separate procedural deadline (different from the general deadline for annulment application) by which the parties must challenge the arbitrator's / tribunal's decision on jurisdiction? Assume that the decision is part of the final award and no interim / partial award on jurisdiction is made.

- ☐ No
☐ Yes. Choose "other" if you also wish to give more details
☐ Other: _____

27. Confidentiality. Are parties bound by confidentiality as a matter of law? Or does it only apply if it is agreed (or included in the applicable rules)?

- ☐ As a matter of law
☐ Only if agreed
☐ I don't know / I am not sure

28. Non-signatories. Can the following non-signatories of an arbitration agreement be forced to participate in arbitration proceedings in your jurisdiction (or have the power to bring arbitration claims against others)? If so, in which of the following circumstances? And if an award is made in such circumstances in a foreign jurisdiction, would it be enforceable in yours?

	Subjective arbitrability generally exists	Don't know / not sure (about subjective arbitrability)	Foreign awards generally enforceable	Don't know / not sure (about enforceability)
Assignment of the whole contract (or all substantial rights under the contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Partial assignment (only some rights under the contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Group of companies doctrine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piercing the corporate veil (Alter ego doctrine)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Third-party beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Agency relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Subjective arbitrability generally exists	Don't know / not sure (about subjective arbitrability)	Foreign awards generally enforceable	Don't know / not sure (about enforceability)
Implied consent or conduct successors and acquirers doctrine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Securities (arbitration agreement contained in the unsigned prospectus or similar document)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shareholder disputes based on arbitration agreement in statutes which were not signed by the parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

29. Non-signatories (continued). In which other circumstances would disputes involving a non-signatory of an arbitration agreement be normally subjectively arbitrable and/or ensuing awards enforceable in your jurisdiction? (if any)

30. Binding nature of an award and pre-judicial questions (preliminary issues) in future cases. Imagine an arbitrator / tribunal which is hearing a dispute in a situation where an earlier award between the same parties exists. The merits of the earlier award are an important pre-judicial question (preliminary issue) for the new case. Is the arbitrator / tribunal bound by the earlier award? Assume that the merits of the new case are clearly distinguished from the earlier one and do not give rise to any concerns about breaching the rule of *res iudicata*.

- ☐ Award is not binding for future arbitrators / tribunals. They can assess pre-judicial questions (preliminary issues) differently, even if addressed by an earlier arbitrator / tribunal, as long as they are not addressing such questions in the merits (*res iudicata*)
- ☐ Award is binding upon the future arbitrator / tribunal. They cannot assess pre-judicial questions (preliminary issues) differently. Doing so would be prone to annulment.
- ☐ I don't know / I am not sure

31. Reliability of witnesses (dishonest witnesses). Is it a criminal (or similar) offence for a witness or expert to lie in statements, reports or testimonies?

- ☐ No, it is not a criminal offence to lie in either court or arbitration proceedings
- ☐ Yes, it is a criminal offence to lie to a court, but not to arbitrators
- ☐ Yes, it is a criminal offence to lie to either court or arbitrators
- ☐ I don't know / I am not sure

32. Use of illegally obtained evidence. Is it a reason for annulment if the award is based on illegally obtained evidence? And grounds for refusal of enforcement? (disregard the specific nature and types of illegality, any of the typically illegal sources, such as stolen documents, breached confidentiality, etc., would trigger this question, regardless of where it occurred).

	Annulment	Refusal of enforcement
Almost certainly grounds for	<input type="checkbox"/>	<input type="checkbox"/>
Likely grounds for	<input type="checkbox"/>	<input type="checkbox"/>
Not sure / don't know	<input type="checkbox"/>	<input type="checkbox"/>
Unlikely grounds for	<input type="checkbox"/>	<input type="checkbox"/>
Almost certainly not grounds for	<input type="checkbox"/>	<input type="checkbox"/>

33. Disregard of illegally obtained evidence. Would it be grounds for annulment or refusal of enforcement (if obtained abroad), if a **pivotal piece of evidence** (the one which would have changed the outcome) was submitted by one of the parties, but disregarded by the arbitrator / tribunal, because it was obtained illegally?

	Annulment	Refusal of enforcement
Almost certainly grounds for	<input type="checkbox"/>	<input type="checkbox"/>
Likely grounds for	<input type="checkbox"/>	<input type="checkbox"/>
Not sure/ don't know	<input type="checkbox"/>	<input type="checkbox"/>
Unlikely grounds for	<input type="checkbox"/>	<input type="checkbox"/>
Almost certainly not grounds for	<input type="checkbox"/>	<input type="checkbox"/>

34. Document production. Can the arbitrator / tribunal generally mandate document production and draw adverse inference or other consequences from non-compliance? Assume the production request meets standards generally accepted by the international arbitration community.

- ☐ Yes
- ☐ No, such procedure would likely be grounds for annulment
- ☐ No, such procedure would almost certainly be the grounds for annulment
- ☐ I don't know / I am not sure

35. Document production (continued). Could the denial by the arbitrator / tribunal of otherwise reasonable document production request be the grounds for annulment (e.g. infringement of the right to be heard)? Or refusal of enforcement of a foreign award?

	Annulment	Refusal of enforcement
Almost certainly yes	<input type="checkbox"/>	<input type="checkbox"/>
Likely	<input type="checkbox"/>	<input type="checkbox"/>
Not sure / don't know	<input type="checkbox"/>	<input type="checkbox"/>
Unlikely	<input type="checkbox"/>	<input type="checkbox"/>
Almost certainly not	<input type="checkbox"/>	<input type="checkbox"/>

36. Annulment / vacation / set-aside. Which of the following circumstances are grounds for annulment (set-aside/vacation) in your jurisdiction? And which are the grounds for refusal of enforcement of a foreign award?

	Annulment	Don't know / not sure (annulment)	Refusal of enforcement	Don't know / not sure (enforcement)
Due process / party unable to defend itself	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ultra petita (award giving more than requested)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Infra petita (award failing to address some requests)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conflicted or prejudiced tribunal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Awarded remedy is not permitted in your jurisdiction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Awarded remedy is not permitted in the jurisdiction where the award was made	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New evidence or other similar grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Serious irregularity, manifest disregard of law or other similar grounds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Manifest disregard of evidence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

37. Annulment / vacation / set-aside: deviation by the parties. Can any of the grounds for annulment / vacation / set-aside be modified (excluded) by agreement between the parties?

- ☐ Yes
- ☐ No
- ☐ I don't know / I am not sure

38. Non-enforcement: deviation by the parties. Can any of the grounds for non-enforcement be modified (excluded) by agreement between the parties?

- ☐ Yes
- ☐ No
- ☐ I don't know / I am not sure

39. Time for application for annulment. What is the time limit for the application for annulment of an award?

40. Which event starts the above time period?

- ☐ Date when the award is made (shown on the award)
- ☐ Date when the award becomes enforceable
- ☐ Date when the award is delivered to the relevant party
- ☐ I don't know / I am not sure
- ☐ Other: _____

41. Appeal or single instance? Can the decision on annulment be appealed?

- ☐ Yes, some kind of appeal / regular review procedure is available to the parties after the court decides about the annulment application
- ☐ No, appeal is not available (single instance proceedings)
- ☐ I don't know / I am not sure
- ☐ Other: _____

42. Court fees. What are the costs (court fees) of the annulment proceedings (assume all instances, if there are more).

- ☐ Zero: No fee is due
- ☐ Nominal - only a small court fee is due, even for large amounts in dispute
- ☐ Non-negligible - up to 3% of the amount in dispute (if ad valorem) or up to the equivalent of 10 000 USD (if fixed)
- ☐ Significant (more than non-negligible)

43. Third-party funding: disclosure. Does a third-party funding have to be disclosed as a matter of law (this question is NOT about the rules or practice of local arbitral institutions; it is about your *lex arbitri*)?

- ☐ Clear yes
- ☐ Probably yes
- ☐ I don't know / I am not sure
- ☐ Probably no
- ☐ Clear no

44. Third-party funding: scope of disclosure. If a disclosure obligation exists, does it cover only the identity of the funder, or also other details (e.g. the terms of the funding agreement)?

- ☐ Not applicable (no duty of disclosure exists)
- ☐ Only the identity of the funder

- ☐ The identity of the funder and other details
- ☐ I don't know / I am not sure

45. Security for costs. Can arbitrator(s) order a security for costs?

- ☐ Clear yes, even if there is no mention of security in the arbitration agreement or applicable rules
- ☐ Clear yes, but only if the arbitration agreement or applicable rules specifically authorize the arbitrator(s) to do so
- ☐ Probably yes, as long as the arbitration agreement or applicable rules specifically authorize the arbitrator(s) to do so
- ☐ I don't know / I am not sure
- ☐ Probably no
- ☐ Absolutely no, even in case of clear authorization

46. Duration? What is the normal duration of annulment proceedings (assume all instances). Make an informed estimate, even if no reliable statistics exist.

- ☐ Less than 6 months
- ☐ Less than 12 months
- ☐ Less than 24 months
- ☐ Less than 36 months
- ☐ Above 36 months
- ☐ I don't know / I am not sure

47. Notable* cases (due process). Are there any notable* cases in which the courts of your jurisdiction have annulled / refused to annul awards on the grounds of lack of due process? *Notable = not so obvious, i.e. cases which could surprise an international arbitrator hearing a case which is either located in your jurisdiction or possibly due to be enforced there.

48. Notable* cases (problematic tribunal). Are there any notable* cases in which the courts of your jurisdiction have annulled / refused to annul awards on the grounds of conflicted, prejudiced or an otherwise problematic arbitrator or tribunal? *Notable = not so obvious, i.e. cases which could surprise an international arbitrator hearing a case which is either located in your jurisdiction or possibly due to be enforced there.

49. Cut-off time for new evidence. Can an arbitrator / tribunal seated in your jurisdiction order a cut-off time beyond which no new evidence can be submitted? Assume such cut-off is reasonable and the parties can still propose evidence to disprove the evidence submitted by the other party before the cut-off.

- ☐ Yes, cut-off is possible, and the award would almost certainly be upheld despite the cut-off, even if the affected evidence was pivotal
- ☐ Yes, cut-off is generally possible, but there is some risk of annulment, albeit not significant
- ☐ Cut-off is generally possible, but there is a risk of annulment if the affected evidence was pivotal
- ☐ No, cut-off is not possible, and an award would most likely be annulled even if the affected evidence was not pivotal

50. New evidence after award. What is the consequence of new evidence being found? Assume that (a) such evidence is material and possibly relevant for the outcome; and (b) it could not have been reasonably submitted before the award was made.

- ☐ None
- ☐ Grounds for annulment
- ☐ Possible re-opening of arbitration by the arbitrator / tribunal
- ☐ Remission by the court to the arbitrator / tribunal
- ☐ Other: _____

51. Mandatory arbitration? Is there any type of disputes for which arbitration is mandatory in your jurisdiction?

52. Prescription / statute of limitations: Is there anything in your jurisdiction that would force arbitrator(s) to consider statute of limitations for admissibility of the claim(s) under your law, even though the contract is governed by another law and such substantive law does have its own rules for prescription / statute of limitations?

- ☐ No, the substantive law of the agreement will govern all matters in relation to statute of limitations
- ☐ Yes, statute of limitations is a matter of procedural law in our jurisdiction. Disregard of the rule would likely result in annulment.
- ☐ Yes, statute of limitations is the matter of procedural law in our jurisdiction. However, disregard of the rule would NOT likely result in annulment.
- ☐ I don't know / I am not sure

53. Any surprises? Other than your answers to other questions above, is there anything that could surprise a foreign arbitrator hearing a dispute seated (or enforced) in your jurisdiction?

54. Did you like this questionnaire? The best way to show appreciation for our efforts is to **share it with your arbitration friends who might also like to respond** (regardless of which jurisdiction). Please forward them the link to this questionnaire or give us their email in the field below. Also, any comments or improvement suggestions are most welcome. Thank you!

55. Map curatorship? Answers to this questionnaire will be transformed into global color-coded maps. Next year, in the 2026 edition, would you like to become the curator of one of the existing (or propose new) maps? Curators will be responsible for the questions, map legends and explanatory texts. And of course, for sorting the answers and allocating colors to jurisdictions on the basis of the questionnaires. We are planning the 2026 edition to display the curator name on each of the maps. Would you like to become the curator of any of the maps or even propose new ones?

56. WAA 2025 summit in Prague. The editors would like to thank you for your help with this questionnaire. To offer the jurisdictional respondents more than our sincere thanks, the editors will organize a free networking and discussion event exclusively for the WAA 2025 contributors **and their spouses** between **19 and 21 September 2025 in Prague**. Places may be limited. Would you like to come?

- ☐ No, thanks
- ☐ I would consider coming, but alone
- ☐ I would consider coming with someone