

This non-exhaustive checklist is intended to assist arbitrators in drafting awards in KCAB International arbitrations, and should not be construed as containing any legal advice or opinion from KCAB International.

1. General Information		
Item	The Arbitral Tribunal is invited to	Remarks
A. Front Page	☐ mention in full the KCAB International case reference numbers, parties, countries of origin, and arbitral tribunal on the front page	
B. Applicable Rules	☐ indicate the applicable version of the KCAB International Rules (or other applicable rules) (e.g., 2007 / 2011 / 2016 / 2026 KCAB International Arbitration Rules)	
C. Title of Award	☐ state the title of the award on the front page (e.g., interim, partial, final, consent award)	
D. Formatting	☐ i. number pages and paragraphs in running sequence ☐ ii. harmonize font type and size, margins and spacing across the award	
E. Table of Contents	☐ include a table of contents unless the award is short	
F. Definitions	☐ define terms appropriately and use defined terms consistently, and include a table of abbreviations as appropriate	
G. Accuracy of Details	☐ i. confirm the accuracy of all cross references, footnotes, citations and quotations ☐ ii. confirm all quotations against the source documents and, if necessary, ensure that translations into the language of the arbitration have been procured from the parties	
2. Identification and Contact Information of Parties, Representatives, Arbitral Tribunal and Tribunal Secretary		
A. Parties	☐ set out the parties' full names and contact details	
B. Parties' Representatives	☐ i. set out the full names and contact details of the parties' representatives ☐ ii. confirm that the party representatives have provided proofs of authority from the parties ☐ ii. record any change in party representation and the date it occurred in the procedural history	
C. Arbitrator(s)	☐ set out the arbitrator(s) full name and contact details	
D. Tribunal Secretary	☐ i. set out the full names and contact details of any tribunal secretary ☐ ii. confirm that any tribunal secretary was appointed with the parties' consent and has signed a declaration of independence, impartiality and confidentiality	

3. Arbitration Agreement, Applicable Law, Seat and Language		
A. Arbitration Agreement(s)	☐ i. quote in full the arbitration agreement(s) ☐ ii. identify the signatories to the arbitration agreement(s) ☐ iii. clarify the identity of any parties to the arbitration that are different from the parties to the contract(s) containing the arbitration agreement(s) ☐ iv. explain why the arbitral tribunal has jurisdiction over all parties to the arbitration, with particular attention to any non-signatories ☐ v. if relevant, address the legal authority or standing of the parties to enter into arbitration	
B. Governing Law	☐ quote in full any relevant choice-of-law clause(s)	
C. Seat	☐ set out the place of arbitration: (i) as agreed by the parties; or (ii) Seoul, Republic of Korea pursuant to Article 24.1 (2016) / 25.1 (2026); or (iii) as determined by the arbitral tribunal (Article 24.1 (2016) / 25.1 (2026))	
D. Language	☐ set out the language of the arbitration: (i) as agreed by the parties; or (ii) as determined by the arbitral tribunal (Article 28.1 (2016) / 29.1 (2026))	
4. Procedural History		
A. Procedural History	☐ summarize the procedural steps to date (including, but not limited to any Emergency Arbitration proceedings and order; Request for Arbitration; any decisions taken by the Secretariat, Secretary-General or the Court; date of case management conference, procedural timetable; parties' submissions; interim measures application and order (if applicable); and hearing)	
B. Arbitral Tribunal	☐ describe the constitution of the arbitral tribunal, including any party agreement on the procedure for designation of the sole arbitrator or presiding arbitrator, and the date of the confirmation or appointment decisions for each arbitrator	
C. Non-participating Party(ies)	☐ describe efforts made to notify any non-participating party of the existence and progress of the arbitral proceedings, and the ways in which any non-participating party was given a reasonable opportunity to present its case	
D. Previous Award(s)	if there has been a previous award in the same arbitration, ☐ i. restate the information in Sections 1-3 above ☐ ii. identify the issues decided in the previous award ☐ iii. quote in full the previous award's dispositive section ☐ iv. include the date that the Secretariat delivered the previous award to the parties ☐ v. incorporate by reference the procedural history set out in the previous award ☐ vi. describe the procedural history subsequent to that set out in the previous award	
E. Award Timeline	☐ mention the time limit for rendering the final award and any extensions of time granted by the Court ☐ mention the date on which the draft award was submitted to the Secretariat for scrutiny, and the date on which it was approved by the Secretary General or the Court	

F. Procedural Rulings	☐ refer, where applicable, to any orders issued or decisions rendered by the arbitral tribunal (including, but not limited to any with respect to the seat of arbitration, the language of arbitration, the governing law, joinder, interim relief)	
G. Closing of Proceedings	☐ mention the date of the closing of the proceedings with respect to matters to be decided in the award (Article 31.1 (2016) / 32.1 (2026))	
5. Jurisdiction		
A. Prima Facie Jurisdiction	☐ if applicable, refer to the Court's <i>prima facie</i> decision as to the existence or validity of the arbitration agreement (Article 26.6 (2026))	
B. Decision	☐ if jurisdiction is contested, or there is a non-participating party, include the arbitral tribunal's decision on jurisdiction or state why it is not necessary to do so	
6. Substantive Content		
A. Claims and Issues	☐ i. state all parties' claims and counterclaims and most recent requests for relief, and indicate any issues agreed to be decided ☐ ii. ensure that all issues, claims, counterclaims, and requests for relief are considered in the body of the award or an explanation has been provided as to why they have not been considered	
B. Reasoning	☐ provide reasoning for decisions, unless the parties have agreed that no reasons shall be given (Article 36.1 (2016) / 37.1 (2026))	
C. Interest	If interest is claimed and awarded, provide reasoning on: ☐ i. the legal basis for granting interest (e.g., the parties' agreement, applicable rules of law etc.) ☐ ii. the rate of interest ☐ iii. whether interest is simple or compound and, if compound, the rests at which it compounds (such as annually, monthly or weekly) ☐ iv. the start and end dates of interest accrual	
D. Majority Award (Dissenting Opinion, If Any)	☐ i. if the tribunal is not unanimous on all points, indicate in the award which decisions reflect the majority view and which reflect the arbitral tribunal's unanimous determination ☐ ii. if a dissenting opinion is proposed to be issued, confirm that the majority and the dissenting arbitrator have considered the permissibility of issuing the dissenting opinion under the applicable arbitration law/rules ☐ iii. a dissenting opinion issued as a separate document does not form part of the award but may, if appropriate, be communicated to the parties along with the award; minor disagreements between the arbitrators may be noted in the body of the award or in a footnote	
E. Consent Award	if the parties request that the arbitral tribunal issue a consent award recording the terms of their settlement agreement, the arbitral tribunal is invited to: ☐ i. review the settlement agreement and be satisfied that: ☐ (a) the matters addressed in the parties' settlement agreement fall within the	

	scope of the arbitration agreement and the arbitral tribunal's jurisdiction ☐ (b) the terms of the settlement agreement do not appear to be illegal or otherwise contrary to public policy ☐ ii. invite the parties to comment on and confirm the finalized draft of the consent award	
7. Arbitration Costs		
A. Arbitration Costs	☐ i. refer to Article 52 (2016) / 55 (2026) and discretion to allocate Arbitration Costs fixed by the Court (Article 52.2 (2016) / 55.3 (2026)) ☐ ii. specify in both the body of the final award and in the dispositive section, the amount of the Arbitration Costs (KCAB administrative fees and the arbitral tribunal's fees and expenses) as fixed by the Court and decide on the allocation of the Arbitration Costs between the parties ☐ iii. provide reasons for awarding or allocating such costs among the parties	
B. Party Costs	☐ i. refer to Article 53 (2016) / 56 (2026) and discretion to allocate party costs ☐ ii. set out the parties' respective claims for party costs ☐ iii. fix the amount of party costs to be borne by each party ☐ iv. provide reasons for such decision, consistent with any agreements as to costs ☐ v. specify the amount of party costs awarded in both the body of the award and in the dispositive section	
8. Dispositive Section		
A. Dispositive Section	☐ include a dispositive section at the end of the award, mentioning all of the orders and decisions on all of the dispositive issues, claims and requests for relief, including jurisdiction (if applicable) and nothing more	
B. Other Claims	☐ state in the dispositive section if any claims are reserved for future awards	
C. Catch-All Phrase	☐ state in the dispositive section that all other requests and claims are dismissed (unless this is inappropriate due to the nature of the award)	
9. Place of Arbitration, Date and Signature		
A. Signature Block	☐ add, after the dispositive section, the place of arbitration, the date of the award, and signature of the arbitrator(s)	
B. Date of Award	☐ date the award on the day the last arbitrator signs the award	
C. Signature	☐ i. ensure that all members of the arbitral tribunal have signed the award or, if a signature is omitted, that reasons are provided ☐ ii. ensure the award is signed by hand and contains wet inked signature(s), unless the parties agree to electronic signatures ☐ iii. if the award is to be signed by more than one arbitrator, all signatures should be made on the same signature page, unless the parties agree that they may be signed in counterparts	