

**RULES OF PROCEDURE**  
**FOR THE ARBITRAL TRIBUNAL CONSTITUTED UNDER ANNEX VII TO THE**  
**UNITED NATIONS CONVENTION ON THE LAW OF THE SEA**  
**Pursuant to the Notification of Guyana**  
**dated 24 FEBRUARY 2004**

**GUYANA V. SURINAME**

Whereas Guyana and Suriname are Parties to the United Nations Convention on the Law of the Sea (“the Convention”);

Whereas Guyana has invoked Article 287 of the Convention and Article 1 of Annex VII to the Convention with regard to a Dispute concerning the Maritime Boundary between Guyana and Suriname (Guyana v Suriname) (“the Dispute”), as set out in Guyana’s Notification under Article 287 of the Convention and Article 1 of Annex VII to the Convention and Statement of Claim and Grounds on which it is based dated 24 February 2004 (“the Notification and Statement of Claim”);

Whereas in accordance with Articles 3(b) and 3(c) of Annex VII to the Convention, Guyana has appointed Professor Thomas Franck as member of the Arbitral Tribunal in respect of the Dispute (“Arbitral Tribunal”) and Suriname has appointed Professor Hans Smit as member of the Arbitral Tribunal. Whereas in accordance with Article 3(d) of Annex VII to the Convention, Guyana and Suriname (together the “Parties”) have agreed to the appointment of H.E. Dolliver Nelson (as President) and Dr Allan Philip and Dr Kamal Hossain as members of the Arbitral Tribunal;

Whereas Article 5 of Annex VII to the Convention provides that “Unless the parties to the dispute otherwise agree, the arbitral tribunal shall determine its own procedure, assuring to each party a full opportunity to be heard and to present its case”;

Whereas the Parties have agreed on the following Rules of Procedure (the “Rules”) for the arbitration;

The arbitration shall be conducted in accordance with these Rules.

## **Section I. Introduction**

### **Scope of Application**

#### *Article 1*

1. The Arbitral Tribunal shall function in accordance with these Rules, the relevant provisions of the Convention and Annex VII to the Convention. These Rules are subject to such modifications or additions as the Parties may agree in writing after consultation with the Arbitral Tribunal.
2. To the extent that any question of procedure is not expressly governed by these Rules or by Annex VII to the Convention or other provisions of the Convention, and the Parties have not otherwise agreed, the question shall be decided by the Arbitral Tribunal after consultation with the Parties.
3. The International Bureau of the Permanent Court of Arbitration (the "International Bureau") shall serve as the Registry and shall take charge of the archives of the arbitration proceedings.

### **Notice, Calculation of Periods of Time**

#### *Article 2*

1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received by the International Bureau or by a Party when it has been delivered to the International Bureau or to the agent of the Party appointed pursuant to Article 4.
2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or a non-work day in the State of the Party or in The Netherlands, the period is extended until the first work day which follows. Official holidays or non-work days occurring during the running of the period of time are included in calculating the period.

### **Commencement of Proceedings**

#### *Article 3*

The proceedings are deemed to have commenced on 24 February 2004.

### **Representation and Assistance**

#### *Article 4*

Each Party shall be represented by an agent and, if it so decides, one or more co-agents. The Parties may also be assisted by counsel and other persons of their choice. The name and address of the agent and any co-agent shall be communicated in writing to the other Party, and to the Registry.

## **Section II. Composition of the Tribunal**

### **Number and Appointment of Arbitrators**

#### *Article 5*

The Arbitral Tribunal consists of five members who have been appointed in accordance with Article 3 of Annex VII to the Convention.

### **Replacement of an Arbitrator**

#### *Article 6*

1. In the event of the death or withdrawal of an arbitrator during the course of the proceedings, a substitute arbitrator shall be appointed:
  - (a) Where the arbitrator being replaced was originally appointed by one of the Parties in accordance with Articles 3(b) or 3(c) of Annex VII to the Convention, by the Party making the original appointment if possible within 30 days, or otherwise not later than 60 days, from the date of the death or withdrawal of an arbitrator.
  - (b) Where the arbitrator being replaced was originally appointed by agreement of the Parties in accordance with Article 3(d) of Annex VII to the Convention, by agreement of the Parties. Failing such agreement, the remaining members of the Arbitral Tribunal shall decide upon the selection of the substitute arbitrator, if possible within 30 days, or otherwise not later than 60 days, from the date of the death or withdrawal of the arbitrator.
2. In such an event, prior hearings may be repeated in whole or in part, by decision of the Arbitral Tribunal, in consultation with the substitute arbitrator.

## **Section III. The Proceedings**

### **General Provisions**

#### *Article 7*

1. Subject to these Rules, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the Parties are treated with equality and that at any stage of the proceedings each Party is given a full opportunity to be heard and to present its case.
2. Subject to these Rules, the Parties shall facilitate the work of the Arbitral Tribunal in accordance with Article 6 of Annex VII to the Convention.

### **Place of Meetings and Hearings and Language of Arbitration**

#### *Article 8*

1. The place of hearings shall be determined by agreement of the Parties, and, in the absence of such agreement, by the President of the Tribunal in consultation with the Parties.

2. The Arbitral Tribunal may hold meetings at any place it deems appropriate.
3. The language of the arbitration is English.

### **Order and Content of Pleading**

#### *Article 9*

1. On or before 15 February 2005, Guyana shall communicate to Suriname, to the International Bureau and to each of the arbitrators a Memorial containing:
  - (a) A statement of any facts on which Guyana relies;
  - (b) Guyana's submissions on law;
  - (c) A statement of the decision sought by Guyana.
2. On or before 1 October 2005, Suriname shall submit a Counter-Memorial containing:
  - (a) An admission or denial of any facts alleged in the Memorial and a statement of any additional facts on which Suriname relies;
  - (b) Observations concerning the submissions on law in the Memorial and Suriname's submissions on law in answer thereto;
  - (c) A statement of the decision sought by Suriname.
3. On or before 1 March 2006, Guyana may submit a Reply.
4. On or before 1 August 2006, Suriname may submit a Rejoinder.
5. At the request of either Party, and after having ascertained the views of the other Party, the Arbitral Tribunal may extend the time specified in paragraphs 1, 2, 3 and 4 of this Article for the submission of pleadings.
6. There shall be submitted with every pleading certified copies of any relevant documents adduced in support of any facts alleged in it.
7. During the course of the arbitral proceedings either Party may, if given leave by the Arbitral Tribunal to do so, amend or supplement its claim or defence, provided that a claim may not (without the consent of the other Party) be amended or supplemented in such a manner that it falls outside the scope of the Dispute.

### **Preliminary Objections**

#### *Article 10*

1. The Arbitral Tribunal shall have the power to rule on objections to its jurisdiction or to the admissibility of the Notification or of any claim made in the proceedings.
2. A submission that the Arbitral Tribunal does not have jurisdiction or that the Notification or a claim made in the pleadings is inadmissible shall be raised either:

- (a) where Suriname requests that the submissions be dealt with as a preliminary issue, not later than three months after the time of the filing of the Memorial; or
- (b) in all other circumstances, not later than in the Counter-Memorial or, with respect to the Reply, in the Rejoinder.
3. The Arbitral Tribunal, after ascertaining the views of the Parties, may rule on objections to jurisdiction or admissibility as a preliminary issue or in its final Award.

### **Evidence and Hearings**

#### *Article 11*

1. Each Party shall have the burden of proving the facts relied on to support its claim or defence. The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence adduced.
2. The Arbitral Tribunal may take all appropriate measures in order to establish the facts.
3. After having obtained the views of the Parties, the Arbitral Tribunal may upon notice to the Parties appoint one or more experts to report to it, in writing, on specific issues to be determined by the Tribunal. A copy of the expert's terms of reference, established by the Arbitral Tribunal, shall be communicated to the Parties.
4. The Parties shall cooperate in pursuance of Article 6 of Annex VII to the Convention with any expert(s) the Tribunal may wish to appoint pursuant to paragraph 3 of this Article.

#### *Article 12*

1. There shall be hearings at which the Parties may make their oral submissions. The hearings shall be held in October and/or November 2006 or, in the event that there is any change in the timetable set out in Article 9, no later than three months after the Rejoinder has been submitted.
2. The Arbitral Tribunal shall give the Parties adequate advance notice of the date, time and place of any oral hearing.
3. If witnesses, including expert witnesses, are to be heard, each Party shall communicate to the International Bureau, to the members of the Arbitral Tribunal and to the other Party the names and addresses of the witnesses it intends to present, the subject upon and the languages in which such witnesses will give their testimony. Each Party shall communicate an initial communication on witnesses at least thirty (30) days before the hearing, and a final communication on witnesses at least twenty (20) days before the hearing. Where a language other than English is to be used by a witness, the necessary arrangements for interpretation into English shall be made by the International Bureau, at the expense of the Party concerned.
4. No expert witness may be heard unless he or she has provided a written expert report, which shall form part of the pleadings as set out in Article 9. In respect of

any other witness or witnesses to be heard who have not provided a witness statement or affidavit which has been included in the pleadings, the Party shall communicate to the International Bureau, to the members of the Arbitral Tribunal and to the other Party the subject matter of the testimony, a list of the topics to be addressed and a summary of conclusions. This communication shall be made at the time that the witnesses are identified in the initial or final communications specified in Article 12(3).

5. The Arbitral Tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of other witnesses. Taking account of the views of the Parties, the Arbitral Tribunal shall determine the manner in which witnesses are examined.
6. The written and oral pleadings of the Parties and any documentary material or evidence submitted by them shall remain confidential.
7. The International Bureau shall make arrangements for a verbatim record of each hearing to be produced, which shall remain confidential.
8. The hearings shall not be open to the public, and the transcripts shall remain confidential, unless the Parties agree otherwise.

#### **Decisions on Administration and Routine Procedure**

##### *Article 13*

Decisions of the Arbitral Tribunal, both on procedure and substance, shall be taken by a majority vote of its members, except that questions of administration or routine procedure may be decided by the President of the Arbitral Tribunal, unless the President wishes to have the opinion of the other members of the Arbitral Tribunal or the Parties request a decision of the Arbitral Tribunal.

### **Section IV. The Award**

#### **Publication of the Award**

##### *Article 14*

The Arbitral Tribunal shall endeavor to render its Award within six months of the close of the hearings. After it has been made available to the Parties the Award shall be made public.

#### **Form and Effect of the Award**

##### *Article 15*

1. The Award of the Tribunal shall be rendered in accordance with Articles 10 and 11 of Annex VII to the Convention.
2. In addition to making a final Award, the Arbitral Tribunal shall be empowered to make interim, interlocutory, or partial Awards.

## **Interpretation of the Award**

### *Article 16*

1. Any request for interpretation of the Award, in accordance with Article 12 of Annex VII to the Convention, shall be made within thirty days after the receipt of the Award, by giving notice to the Tribunal and the other Party.
2. The interpretation shall be given in writing within forty-five days after receipt of the request. The interpretation shall form part of the Award and the provisions of Article 15 above shall apply.

## **Correction of the Award**

### *Article 17*

1. Within thirty days after the receipt of the Award, either Party, with notice to the other Party, may request the Arbitral Tribunal to correct in the Award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The Arbitral Tribunal may within thirty days after the communication of the Award make such corrections on its own initiative.
2. Such corrections shall be in writing, and the provisions of Article 15 of these Rules shall apply.

## **Expenses and Costs**

### *Article 18*

1. Unless the Arbitral Tribunal determines otherwise because of the particular circumstances of the case, the expenses of the Arbitral Tribunal, including the remuneration of its members, shall be borne by the Parties in equal shares.
2. The expenses of the Arbitral Tribunal shall be reasonable in amount, taking into account the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.
3. The International Bureau shall keep a record of all expenses of the Arbitral Tribunal, and shall furnish a final statement thereof to the Parties.

### *Article 19*

The Arbitral Tribunal may make such Award as appears to it appropriate in respect of the costs incurred by the Parties in presenting their respective cases.

## **Deposit for Expenses**

### *Article 20*

1. The International Bureau may request each Party to deposit an equal amount as an advance for the expenses referred to in Article 18. All amounts deposited by the Parties pursuant to this Article shall be directed to the International Bureau, and disbursed by it for such expenses, including, *inter alia*, fees to the arbitrators, and the International Bureau.

2. During the course of the proceedings, the International Bureau or the Arbitral Tribunal may request supplementary amounts from the Parties in respect of the expenses referred to in Article 18.
3. If the requested amounts are not paid in full within sixty days after the receipt of the request, the Arbitral Tribunal shall so inform the Parties in order that one or another of them may make the required payment. If such payment is not made, the Arbitral Tribunal may order the suspension or termination of the proceedings.
4. After the Award has been made, the International Bureau shall render an accounting to the Parties of the amounts received and return any unexpended balance to the Parties.