2. NOTE BY THE SECRETARIAT: MODEL LAW ON INTERNATIONAL COMMERCIAL ARBITRATION: POSSIBLE FURTHER FEATURES AND DRAFT ARTICLES OF A MODEL LAW (A/CN.9/WG/II/WP.41)*

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Introductory note

1. This working paper deals with subjects on which the Working Group on International Contract Practices requested further studies and with additional features which were suggested for inclusion in the model law by the Working Group. A note under each heading makes reference to the relevant discussion or conclusion of the Working Group at its third and fourth sessions (A/CN.9/216* and A/CN.9/232*). Draft provisions are also suggested under each subject in order to facilitate discussion at the Working Group.

A. ADAPTATION OF CONTRACTS AND FILLING OF GAPS IN CONTRACTS

2. Questions pertaining to adaptation of contracts and filling of gaps in contracts most often arise in transactions which are to be performed over a long period of time. In such transactions the parties, at the time of the conclusion of the contract, may not be able to foresee future events or may not have sufficient information on some of the current factors which may affect the performance of the contractual obligations. This makes it difficult to prepare in advance comprehensive contracts which would cope adequately with all contingent events occurring after the conclusion of the contract.

3. In this respect, two examples may be given:

   (a) There may be events occurring after the conclusion of the contract that would significantly change the basis under which the parties concluded the contract. The result of such a change may be that a party requests the other party to adapt their contract to the new circumstances;

   (b) The parties may have, at the time of the conclusion of the contract, intentionally left a gap in their contract by postponing to agree on some aspects of the contract to a later date (e.g. mode or time of delivery, specification of quality or quantity) because they did not have sufficient information upon which to base their agreement. The parties expected such gaps to be filled by later negotiation.

4. In both cases, the parties may not be able to agree on how to adapt or supplement the contract. However, the parties may agree to refer disputes on adaptation or supplementation of contracts to a third person or to an arbitral tribunal for decision.

5. In this context, the following questions may be considered in regard to such agreements in the framework of the model law:

   (a) Whether adaptation or supplementation of contracts can be regarded to fall within the domain of arbitration;

   (b) If the answer to (a) is in the positive, whether the mandate to adapt or supplement a contract is presumed or should it be expressly conferred upon the arbitral tribunal; and

   (c) What is the legal nature of the decision in which a contract is adapted or supplemented.

6. In regard to question (a) above, a possible objection to the possibility of calling upon the arbitral tribunal to adapt or supplement a contract may be based on the special character of decisions on adaptation or supplementation of contracts as contrasted to

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*12 January 1983. Referred to in Report, para. 87 (part one, A).
*Yearbook ...1982, part two, III, A.
*Reproduced in this volume, part two, III, A.
*As to the previous discussion at the Working Group, see A/CN.9/216, paras. 32 and 33.
decisions on claims arising from breach or non-performance of contractual or legal duties. Normally, in arbitration practice only cases of claims arising from breach or non-performance of contractual or legal duties are dealt with. In deciding such cases substantive legal rules are applied. However, in cases of adaptation or supplementation no breach or non-performance of a contractual or legal duty is alleged. Moreover, since there are no substantive legal rules on how to adapt or supplement contracts, the arbitral tribunal would have to base its decision on a fair and discretionary assessment of all the circumstances. The objection may be that the arbitral tribunal should not be able to adapt or supplement contracts since courts in many countries cannot do so and arbitration is a substitute for justice through a court.

7. However, it might be said in response that, unlike the competence of state courts, the principle of the supremacy of the will of the parties is the core of the competence of arbitration and this speaks for respecting an agreement by the parties to entrust an arbitral tribunal to adapt or supplement their contract. There may also be policy reasons against a court creating new contractual terms, whereas such policies may not apply to arbitrators who come to the aid of the parties if the parties so wish. The courts may be well equipped to decide on legal disputes but often lack special expertise to formulate new contractual obligations on the basis of an assessment of economic factors. The parties may trust the arbitrators' ability to appraise the economic relations between the parties and for this reason the parties may give them the mandate to adapt or supplement their contract.

8. With regard to question (b) in paragraph (5), the decisive factor may be the generally recognized principle that a contract is binding on a party only if he agreed to it. By adapting or supplementing a contract the arbitral tribunal creates new contractual obligations for the parties and, therefore, such contractual obligations can become binding only when the parties have agreed to be bound. The parties may demonstrate their agreement to be bound by expressly conferring such a mandate on the arbitral tribunal. Thus, the usual arbitration clauses may be interpreted as being limited to the mandate to adjudicate legal disputes arising from breach or non-performance of contracts.

9. With regard to question (c) in paragraph 5, one approach may be to consider that the decision has created new contract terms with the same juridical character as those in the original contract. The other approach may be to consider the decision as an arbitral award. However, since the arbitral tribunal in its decision creates obligations for the parties to be observed in the future and no contract obligation has been breached or not performed, there would be nothing in the decision to be enforced even if it is regarded as an arbitral award. If a party breaches a new obligation created by the arbitral tribunal, the other party would have to bring a claim to the court or to the arbitral tribunal to obtain a judgment or award for enforcement.

10. If the contract approach is adopted, the validity of the new terms determined by the arbitral tribunal may be challenged in judicial proceedings on the same grounds as the terms in any ordinary contract, such as that they contravene public policy. Challenging the validity of such a decision may be subject to the same limitation periods which are applicable to contracts in general. On the other hand, the arbitration award approach may indicate that an action for setting aside of the decision is only possible on exhaustively enumerated grounds and within the time-limit for such an action. The time-limit for actions for setting aside an award may be different from the limitation periods applicable to actions for annulment or rescission of a contract.

11. The following draft provisions may form a basis for discussion:

Article A

(1) If expressly authorized by the parties, the arbitral tribunal has the power to adapt the contract [to changed circumstances] or to supplement the contract by formulating provisions on points not settled by the parties.

Alternative A

(2) The [contents of the] decision by the arbitral tribunal on the adaptation or supplementation of the contract has the same effect as a contract between the parties.

Alternative B

(2) The arbitral tribunal decides on the adaptation or supplementation of the contract in an arbitral award.2

B. COMMENCEMENT OF ARBITRAL PROCEEDINGS AND CESSATION OF RUNNING OF LIMITATION PERIOD3

12. In many international transactions arbitration is a substitute for judicial proceedings as the means of settling disputes. It might, therefore, be desirable that the commencement of arbitral proceedings should affect the running of limitation periods in the same manner as the commencement of judicial proceedings. This approach is accepted in many legal systems. However, the moment of the cessation of the running of a limitation period is not necessarily uniform.

13. Divergent answers with regard to the decisive moment for the cessation of the running of the limitation period mainly stem from the fact that

2 If alternative A were to be adopted, the Working Group may wish to consider whether it is necessary to make it clear that the decision by the arbitral tribunal may also be challenged on some of the grounds for challenging ordinary arbitral awards. If alternative B were to be adopted, it may become necessary to consider whether all the provisions of the model law on the arbitral award should be applicable to awards adapting or supplementing a contract.

3 The decision to consider this subject was adopted at the third session of the Working Group; see A/CN.9/216, para. 72.
national laws often leave the manner of commencing arbitral proceedings to the agreement of parties. The arbitration rules which parties have adopted may provide, for example, that arbitral proceedings commence by a request for the appointment of arbitrators, by a request to submit the claim to arbitration, by seizing the arbitrator designated in the arbitration agreement, or by serving the statement of claim. No comparable divergency arises in relation to the commencement of judicial proceedings as there is normally a standard procedure in every jurisdiction for commencing judicial proceedings and the actual step which is relevant for the cessation of the running of limitation periods is clearly settled as a matter of procedural law. It is submitted that the model law should also respect the freedom of the parties to agree on the manner for commencing arbitral proceedings and provide supplementary rules for cases where the parties failed to agree.

14. The validity of this approach has been recognized by the Convention on the Limitation Period in the International Sale of Goods (New York, 1974) (hereinafter referred to as Prescription Convention). Paragraph 1 of Article 14 reads:

"Where the parties have agreed to submit to arbitration, the limitation period shall cease to run when either party commences arbitral proceedings in the manner provided for in the arbitration agreement or by the law applicable to such proceedings."

15. Furthermore, with regard to the question as to how the model law should provide a supplementary rule for cases where the parties have failed to make provision for the manner of commencing arbitral proceedings, paragraph 2 of Article 14 of the Prescription Convention suggests an approach:

"In the absence of any such provision, arbitral proceedings shall be deemed to commence on the date on which a request that the claim in dispute be referred to arbitration is delivered at the habitual residence or place of business of the other party or, if he has no such residence or place of business, then at his last known residence or place of business."

16. This provision may also be regarded as an indication of a preferred approach for arbitration rules. Thus, Article 3 of the UNCITRAL Arbitration Rules adopts a similar approach but in a more elaborated manner. The apparent difference in the degree of detail in the provision between paragraph 2 of Article 14 of the Prescription Convention and Article 3 of the UNCITRAL Arbitration Rules may be partly due to the fact that the former is a rule of general applicability to all arbitral proceedings while the latter is a part of a concrete set of rules which will be applied to a particular arbitration by the agreement of parties.

17. The following draft provisions may form a basis for discussion:

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Article B

(1) The limitation period in respect of a claim submitted to arbitration shall cease to run when any party commences arbitral proceedings in the manner provided for in the arbitration agreement.

(2) In the absence of any such agreement, the arbitral proceedings shall be deemed to commence on the date on which a request that the claim in dispute be referred to arbitration is delivered at the habitual residence or place of business of the other party or, if he has no such residence or place of business, then at his last known residence or place of business [provided that such a request sufficiently identifies the claim]

18. In this context, the Working Group may wish to consider the appropriateness of regulating in the model law the minimum contents of a request of a party to the other party that the claim in dispute be referred to arbitration. This question is, in some respects, connected with the next item to be discussed, i.e. minimum contents of the statement of claim and the statement of defence.

C. MINIMUM CONTENTS OF STATEMENTS OF CLAIM AND DEFENCE

19. Whether and in what form the model law should deal with the minimum contents of the statement of claim and the statement of defence, would primarily depend on the purpose of such provisions. The Working Group may, thus, wish to consider the following two approaches and accordingly request the secretariat to prepare draft provisions.

20. One approach could be to establish a mandatory requirement in order to ensure certainty about the scope of the submission, in particular what claims (and counter-claims) are submitted to arbitration. Such a rule would apply in all types of arbitration, for example, in a system which distinguishes between notice and statement of claim (e.g. UNCITRAL Arbitration Rules, articles 3 and 18) and a system which combines both in one request for arbitration (e.g., ICC Rules, article 3). Therefore, it may be necessary to omit any reference to procedural details or the varying names of such communications and merely provide, for example: "The claimant must state the relief or remedy sought and the facts supporting his claim", while the respondent may be obliged to respond to these particulars.

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1The reference to the residence or places of business could be left out if a general rule on delivery of notices, notifications, communications or proposals were included in the model law.

2E.g., (a) A reference to the arbitration agreement that is invoked, (b) A reference to the contract out of or in relation to which the dispute arises, and (c) The general nature of the claim and the relief sought. Cf. UNCITRAL Arbitration Rules, Art. 3, para. 3 (Yearbook ... 1976, partone, II, A, paras. 56-57).

3The decision to consider this subject was adopted at the third session of the Working Group; see A/CN.9/216, para. 72.
21. The other approach could be to include supplementary rules merely to take care of those cases where the parties have not themselves made any provision. Such rules, which could be modelled on articles 18 to 20 of the UNCITRAL Arbitration Rules, could be part of a larger set of rules providing a mechanism for getting arbitration started and going even where parties have not agreed on procedural rules.

D. LANGUAGE IN ARBITRAL PROCEEDINGS

22. The language to be used in international arbitral proceedings is of great practical importance because the parties, their representatives, arbitrators and witnesses often have different language backgrounds. The Working Group may therefore wish to consider what principle should be adopted in regard to languages.

23. The first principle may be that the parties should be free to agree on the language to be used in arbitral proceedings either in the arbitral agreement or at some time before or even after the commencement of arbitral proceedings. The second principle may be that, in the absence of an agreement by the parties, the arbitral tribunal should have the power to determine the language or languages to be used in the proceedings, taking into account the exigencies of the arbitration.

24. Other relevant questions which may be considered are:

(a) Whether the model law should require that the language so determined shall be used at all oral hearings and in all written statements and communications (see Article 17, paragraph 1 of the UNCITRAL Arbitration Rules), and

(b) Whether it should be expressly provided that the arbitral tribunal may order that any documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language of the proceedings (see Article 17, paragraph 2, of the UNCITRAL Arbitration Rules).

25. The Working Group may also wish to consider the usefulness of a "best efforts" rule for the agreement on the language of the proceedings. Such a rule may be accompanied by a supplementary rule for cases when no agreement could be reached.8

26. The following draft provisions may form a basis for discussion:

Article D

The parties are free to determine the language or languages to be used in the proceedings. [They shall use their best efforts to agree on a single language.] Failing agreement by the parties, the arbitral tribunal shall determine the language or languages to be used in the proceedings [having regard to the circumstances of the case].

E. COURT ASSISTANCE IN TAKING EVIDENCE

27. Because of the lack of power of an arbitral tribunal to compel a person to testify or to produce a document or because the tribunal may not be able to enforce its decision to inspect goods or premises, the arbitral proceedings may be blocked. For this reason, some national laws expressly provide that the arbitral tribunal may request from the court assistance in taking evidence. There was general agreement in the Working Group that such court assistance could contribute to the proper and efficient functioning of international commercial arbitration. Under one view it should be possible to draft appropriate provisions to this effect, while according to another view such provisions were not feasible in view of certain difficulties and concerns.10

28. One difficulty indicated in the Working Group was that the procedures of such court assistance formed an integral part of the procedural law of the legal system concerned, and that the relevant procedural laws varied considerably from one legal system to another. This difficulty, however, may be lessened if the model law minimized its impact on the existing national rules of procedure. The model law could contain basic provisions only on the contents of the request for court assistance, on the method of taking evidence and on the conditions for refusing the requested assistance. The model law could also provide that court assistance in taking evidence would be given in accordance with the domestic rules which were applicable for similar assistance among the courts.

29. Another difficulty arises where the court assistance is required in a country other than the one where the arbitration takes place, because the model law, by its nature, may not be able to secure court assistance abroad. The arbitral tribunal could only avail itself of existing procedures for obtaining evidence abroad, if such existed.

30. However, the model law could provide for court assistance to foreign arbitral tribunals. For example, the model law may require a court to treat a request for assistance from a foreign arbitral tribunal in the same way as the court treats a similar request from foreign

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8 The decision to consider this subject was adopted at the third session of the Working Group; see A/CN.9/216, para. 72.

9 Such is the approach in the 1977 Optional Arbitration Clause for use in Contracts in USA-USSR Trade, which reads:

"8. The parties will use their best efforts to agree on a single language for the arbitration proceedings, in order to save time and reduce costs. However, if the parties do not agree on a single language:

8.1 Each party shall present its statement of claim or statement of defence, and any further written statements in both English and Russian.

8.2 Any other documents and exhibits shall be translated only if arbitrators so determine.

8.3 There shall be interpretation into Russian and English at all oral hearings.

8.4 The award, and the reasons supporting it, shall be written in both Russian and English."

10 As to the previous discussion at the Working Group, see A/CN.9/216, paras. 61 and 62.
courts. Thus, a State which is bound by bilateral or multilateral treaties to execute such requests from courts in other contracting States would also become obliged to execute such requests from arbitral tribunals in those States. If this approach were followed, the establishment of a set of detailed procedural rules for court assistance to foreign arbitral tribunals may become unnecessary. The existing rules for assistance to foreign courts could be applied to court assistance to foreign arbitral tribunals.

31. A more ambitious approach to court assistance might be to provide for an obligation of States which adopted the model law to execute requests from foreign arbitral tribunals regardless of the extent of the obligation of the States to give such assistance to foreign courts. Such an approach would contribute considerably to the facilitation of taking evidence in international commercial arbitration. However, a State may be reluctant to accept the obligation to provide assistance to all foreign arbitral tribunals particularly if the State is not prepared to provide assistance to courts of all States. The State may also be reluctant to accept such an obligation if a request comes from an arbitral tribunal of a State whose courts are not prepared to give assistance to arbitral tribunals of the first State. This reluctance may be overcome if the obligation were subject to reciprocity, although it should be recognized that the principle of reciprocity has many difficulties in application.

32. If the model law were to provide for court assistance, a further question arises whether court assistance should be provided only upon request by the arbitral tribunal. This restriction may be useful to minimize the possibility of abuse of the court process. In most cases, arbitral tribunals would not have an interest in deliberately abusing court assistance. The parties who are not permitted to request court assistance directly could seek for such assistance through the arbitral tribunal.

33. A further restriction may be imposed by providing in the model law that the court may refuse to give assistance (a) if the interests of the State would thereby be prejudiced, (b) if the reason for which evidence is requested does not justify the assistance, or (c) if the arbitral tribunal or the party has other reasonable means of obtaining the evidence.

34. If, however, the Working Group decides that the parties should also be permitted to submit a request for assistance directly to the court, some supervision by the court may become necessary to prevent abuses. The court could effectively prevent abuses if it examined the usefulness and relevance of evidence in regard to the dispute.

35. With regard to the method in which court assistance is provided, there are two approaches in practice. In some legal systems the assisting court actually hears witnesses or inspects goods or premises or procures documents. In other legal systems, the court merely provides the element of compulsion which is absent in the arbitral tribunal. Under the latter systems the court orders a witness to appear before the arbitral tribunal or orders a person to submit evidence to the arbitral tribunal. Another approach may also be envisaged where the arbitral tribunal has the choice between the two methods.

36. In this connection, it may also be noted that an arbitral tribunal may occasionally wish to obtain assistance of a court to avoid costs or inconvenience of travel. The Working Group may, therefore, wish to consider whether the model law should also provide for court assistance even for such a situation.

37. The following draft provisions may form a basis for discussion:

**Article E1**

**Alternative A**

(1) Where the arbitration takes place in this State [, or under the law of this State] the arbitral tribunal [or a party] may request the court\(^{11}\) to order [a] [the other] party or a third person to give evidence to the arbitral tribunal [if the arbitral tribunal or the party is not able to obtain the evidence].

(2) The court shall execute such a request and apply the appropriate measures of compulsion in accordance with the rules for taking evidence before that court.

(3) The court may refuse to order a party or a third person to give evidence:

(a) If the interests of the State would thereby be prejudiced;

(b) If the reason for which the assistance of the court is requested does not justify the assistance; or

[(c) If the arbitral tribunal or the party has other reasonable means of obtaining the evidence.]

**Alternative B**

(1) Where the arbitration takes place in this State [, or under the law of this State.] the arbitral tribunal [or a party] may request the court to take evidence [if the arbitral tribunal or the party is not able to obtain the evidence].

(2) The court shall execute such a request in accordance with the rules for the execution of similar requests made by other courts of this State.

[(3) If it is specified in the request[,] the court shall inform the arbitral tribunal and the parties of the place and the time of the proceedings of taking evidence in order that the arbitrators and the parties may be present.]

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\(^{11}\) The Working Group may wish to consider whether this court should be the Court specified in article V (in A/CN.9/WG.11/WP.40) or whether it should be another competent court.
(4) The court shall comply with a special request by the arbitral tribunal that in taking evidence a special method or procedure be followed, unless the court considers such a method to be improper or that it would cause practical difficulties.

(5) The court may refuse to provide evidence:

(a) If the interests of the State would thereby be prejudiced;

(b) If the reason for which the assistance of the court is requested does not justify the assistance; or

(c) If the arbitral tribunal or the party has other reasonable means of obtaining the evidence.

Article E2

(1) A request for assistance by the arbitral tribunal [or by a party] to the court shall include:

(a) The names and addresses of the arbitrators and the parties;

(b) The reason for which the assistance is required;

(c) A reference to the arbitration agreement under which the arbitration is conducted;

(d) The general nature of the claim, the relief sought and an indication of the amount involved, if any;

(e) The points at issue in regard to which the assistance is required, giving all necessary information thereto; and

(f) Where appropriate,

(i) The names and address of [the party or] the third person to be examined;

(ii) The questions to be put to [the party or] the third person to be examined or a statement of the subject-matter about which he is to be examined;

(iii) The description of documents, goods or other exhibits to be inspected.

(2) The request shall be in the language of the court.

Article E3

(1) A foreign arbitral tribunal [or a party to a foreign arbitration] may request the court of this State for assistance in taking evidence.

(2) The court shall execute such a request in accordance with the rules for the execution of similar requests from foreign courts. However, the court may refuse to give the assistance if:

(a) The courts of the State in which [, or under the law of which,] the arbitration takes place do not have a right to request similar court assistance in this State; or

(b) The courts of that State are not required to give similar assistance to arbitrations of this State.

F. TERMINATION OF ARBITRAL PROCEEDINGS

38. The Working Group may wish to consider whether it would be appropriate to include in the model law a provision on termination of arbitral proceedings. In this respect, two approaches may be considered.

39. One approach is to enumerate various circumstances which would cause automatic termination of arbitral proceedings or empower the arbitral tribunal or the court to terminate the proceedings. If this approach were to be taken it may be advisable to enumerate those circumstances after all other provisions on arbitral proceedings have been established.

40. The other approach is to limit the termination of arbitral proceedings to those cases only when the continuation of proceedings is either impossible or unnecessary (e.g., the rendering of an award on the merits of the case, the agreement by the parties to terminate the proceedings, the withdrawal of the claim, or the lapse of jurisdiction or mandate of the arbitral tribunal). Under this approach there would be no termination of arbitral proceedings when various circumstances merely obstruct the normal course of proceedings without, however, making the continuation of proceedings impossible (e.g., difficulties or delays in appointing the presiding arbitrator, failure of action on the part of arbitrators, or unreasonable delay in rendering the award). In those cases appropriate measures may still be taken to make the continuation of the proceedings possible. If this approach is taken, a special rule on termination of arbitral proceedings may be regarded as superfluous because it would cover the cases when termination is a self-evident consequence. However, there may be some merit in such a rule in cases when the arbitral tribunal considers the continuation of the proceedings unnecessary and a party has a justified objection to the termination (e.g. the parties are inactive for a long time and the arbitral tribunal considers terminating the proceedings).

41. The following draft provisions may form a basis for discussion:

Article F

(1) [The arbitral proceedings shall be terminated] [The arbitral tribunal shall issue an order for the termination of the arbitral proceedings] in the following cases:

(a) When the parties agree that the arbitral proceedings are to be terminated; and

(b) In all other cases where the continuation of the arbitral proceedings becomes unnecessary or impossible.

(2) When the arbitral proceedings are to be terminated without an award on the merits of

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12The decision to consider this subject was adopted at the third session of the Working Group; see A/CN.9/216, para. 72.
the claim, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.13

G. PERIOD FOR ENFORCEMENT OF ARBITRAL AWARDS14

42. The Working Group may wish to consider a provision for possible inclusion in the model law on the period during which an arbitral award may be enforced. Such a provision exists in a number of legal systems. It has been suggested that the establishment of such a period in the model law would contribute to certainty in international commerce.15

43. If the Working Group decides that such a provision would be useful, two approaches may be envisaged. One possible approach may be to provide a limitation period for the enforcement of arbitral awards. In connection with this approach it may be considered whether a request to a court for enforcement in any State should cause the cessation of the running of the limitation period or whether the cessation is to be confined only to the State where the request for enforcement is made.

44. Another approach may be to provide a period with a fixed time-limit (of probably longer duration than the limitation period) which would run continuously without a possibility of a cessation or extending of its running. While this approach might enhance certainty it may have some disadvantages. For example, it may happen that the requesting party tries to enforce the award within the time-limit but is unsuccessful because of reasons on the part of the other party (e.g. current lack of assets in the State where the enforcement is sought). It may appear unjustified if at a later stage, when the enforcement could be successful, the requesting party could not enforce his claim because it is time-barred.

45. The following draft provisions may form a basis for discussion:

Article G

Alternative A

(1) The limitation period for enforcement of the arbitral award shall be [five] years from the date when the award was received by the party requesting the enforcement. The limitation period shall cease to run when that party requests a court in any State that the arbitral award be enforced, provided that he has taken all reasonable steps to ensure that the other party is informed of the request for enforcement.16

(2) Where enforcement proceedings have ended without success for reasons other than the merits of the request for enforcement, the limitation period shall be deemed to have continued to run. If, at the time such enforcement proceedings ended, the limitation period has expired or has less than one year to run, the party requesting enforcement shall be entitled to a period of one year from the date on which the enforcement proceedings ended.17

Alternative B

Enforcement of the arbitral award may not be requested after [ten] years from the date when the award was received by the party requesting the enforcement.

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13The second paragraph is modelled on article 34, para. 2 of the UNCITRAL Arbitration Rules.
14The decision to consider this subject was adopted at the fourth session of the Working Group; see A/CN.9/232, para. 23.
16The provision on international effect of the cessation of the running of the limitation period is modelled on article 30 of the Prescription Convention.
17This provision is modelled on article 17 of the Prescription Convention.