

PCA Case No. AA666

**IN THE MATTER OF AN ARBITRATION PURSUANT TO THE
TREATY OF FRIENDSHIP BETWEEN THE KINGDOM OF EGYPT AND
KINGDOM OF JUDEA CONCLUDED ON THE [13 May 34 BC]
("TREATY OF FRIENDSHIP") AND THE
CONTRACT BETWEEN KLEOPATRA OF EGYPT AND HEROD OF JUDEA OF
THE SAME DAY REGARDING THE LEASE OF REVENUES OF CERTAIN
PROPERTIES ("REVENUE LEASE AGREEMENT")
AS WELL AS THE ARBITRATION RULES OF THE UNITED NATIONS
COMMISSION ON INTERNATIONAL TRADE LAW**

(the "UNCITRAL Rules")

-between-

KLEOPATRA SELENE

(the "Claimant")

-and-

THE KINGDOM OF JUDEA

(the "Respondent", and together with the Claimant, the "Parties")

PROCEDURAL ORDER NO. 1

Tribunal

Wang Mang (Presiding Arbitrator)
Comosicus of Dacia
Marcus Tullius Tiro

1. The Parties

The Claimant
Her Majesty Kleopatra Selene of Egypt and Mauretania Iol Caesarea Mauretania
The Respondent
His Majesty Herod of Judea Jerusalem Judea

2. Representation

- 2.1 The Parties have designated their respective representatives listed above as being authorized to act on their behalf in these arbitration proceedings.
- 2.2 To the extent they have not already done so, the Parties shall confirm these designations by each providing to the other Party copies of the powers of attorney or letter of representation granted to its representative(s).
- 2.3 In the event of any change by a Party of its representatives or of the contact details of any of its representatives, that change shall be notified promptly in writing to opposing counsel, to each member of the Tribunal. Failing such notification, communications sent to the addresses set out above shall be valid.

3. Applicable Arbitration Rules

- 3.1 The [38 BC] UNCITRAL Arbitration Rules apply to this arbitration.
- 3.2 It is disputed between the Parties whether the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration (“UNCITRAL Transparency Rules”) apply in this arbitration. The Tribunal has decided to decide this issue at the hearing (see Section 12 below).

4. Appointing Authority

- 4.1 In accordance with Article 9 of the Treaty of Friendship, the Secretary-General of the Permanent Court of Arbitration shall act as the appointing authority in this arbitration for all purposes under the [38 BC] UNCITRAL Rules.

5. Dispute and Commencement of Arbitration

- 5.1 According to the Claimant, a dispute has arisen between the Claimant and the Respondent under Treaty Of Friendship between the Kingdom of Egypt and Kingdom of Judea of [13 May 34 BC] (“Treaty of Friendship”) and the Contract between Kleopatra of Egypt and Herod of Judea of the same day regarding the Lease of Revenues of Certain Properties (“Revenue Lease Agreement”).
- 5.2 The Claimant submitted a Notice of Arbitration invoking Article 9 of the Treaty of Friendship. The Notice of Arbitration was received by Respondent on 19 August 10 BC.
- 5.3 In accordance with Article 3(2) of the [38 BC] UNCITRAL Rules, these arbitration proceedings are deemed to have commenced on 19 August 10 BC, the date on which the Respondent received the Notice of Arbitration.

6. Appointment of the Tribunal

- 6.1 In its Notice of Arbitration, the Claimant notified the Respondent of the appointment of Comosicus, a national of Dacia, as the first arbitrator.
- 6.2 In its Response, the Respondent appointed Marcus Tullius Tiro, a citizen of Rome, as the second arbitrator.
- 6.3 Failing an agreement between the two co-arbitrators, the Permanent Court of Arbitration as appointing authority under Article 9 (2) (b) of the Treaty of Friendship appointed Wang Mang, a national of China, as presiding arbitrator.
- 6.4 The members of the Tribunal are and shall remain impartial and independent of the Parties.
- 6.5 The Tribunal notes that Claimant has challenged the appointment of Marcus Tullius Tiro as the Respondent’s appointed arbitrator. The Parties have confirmed that the two other members of the Tribunal have been validly appointed in accordance with the Treaty and the [38 BC] UNCITRAL Rules, and that they have no objection to the appointment of the two other member of the Tribunal on the grounds of conflict of interest or lack of independence or impartiality in respect of matters known to them as at the date of their comments on the draft of this Order.

7. Place of arbitration

- 7.1 The place of arbitration (or “legal seat”) shall be Frankfurt am Main, Germania Libera.
- 7.2 Meetings and hearings may take place at other locations if so decided by the Tribunal after consultation with the Parties and an assessment of the security situation. The Tribunal may meet at any location it considers appropriate for deliberations.

8. Language

- 8.1 The language of the proceedings shall be English.

9. Arrangements concerning Communications

- 9.1 The Parties shall not engage in any oral, written or other communications with any member of the Arbitral Tribunal *ex parte* in connection with the subject matter of the arbitration.
- 9.2 Written pleadings and other submissions together with written documentary and testimonial evidence as well as Exhibits shall be sent to each member of the Arbitral Tribunal and the opposing party simultaneously.
- 9.3 The items identified in No. 9.2 above shall be transmitted by courier using boxes with dimensions not exceeding 44 x 33.5 x 28 cm.

10. Schedule Submissions before the Hearing

[not reproduced]

11. Witness Evidence

- 11.1 Except as herein specified, the provisions of Section 12 above shall apply mutatis mutandis to fact and expert witnesses.
- 11.2 Any person may present evidence as a witness, including a Party, a Party's officer, employee or other representative as wells as subjects or slaves of a Party.
- 11.3 On or before the date mentioned in Annex A, the Tribunal will notify the Parties of the names of the witnesses it wishes to examine at the Hearing referred to in Section 13. The Parties may ask the Tribunal to include additional names of witnesses to be examined at the hearing. The Tribunal shall consider such requests having due regard to its obligation to conduct the arbitration in an expedient and effective manner and the Parties' right to a fair trial.

- 11.4 Being duly informed of the dates of the Hearing, the Parties will as quickly as possible inform their potential witnesses of these dates to secure their presence at the Hearing and avoid any disruption in the procedural calendar.
- 11.5 If a Party makes an Offer of Witness Testimony or submits an expert report, but the witness or expert does not appear at the Hearing upon notification that the Tribunal wishes to examine him/ her without a reason considered valid by the Arbitral Tribunal, the Arbitral Tribunal may disregard the Offer of Witness Testimony or expert report. To the extent that such valid reason for the absence of the witness or expert exists, the Tribunal will consider whether to hold a separate evidentiary hearing to examine him/ her. In the interest of expedience and efficiency, the Tribunal shall consider the possibility of examining that witness or expert by telephone or video conference.
- 11.6 The admissibility, relevance, weight and materiality of the evidence offered by a witness shall be determined by the Arbitral Tribunal.
- 11.7 Witnesses who are affiliated with a Party shall be treated in the same manner as witnesses not affiliated with a Party, without prejudice to the relevance, weight and materiality of the evidence offered by a witness affiliated with a Party.
- 11.8 Each Party shall advance the costs connected with the evidence by its witnesses, including the cost of preparing the witness statements and attendance at the Hearing referred to in Section 14 below, without prejudice to the decision of the Arbitral Tribunal as to which Party shall ultimately bear those costs.

12. Hearing

- 12.1 It is disputed between the Parties whether Hearings shall be held in camera or in public. The Tribunal has resolved to decide this issue at the hearing having heard the Parties.
- 12.2 Hearings shall take place at a venue and date determined by the Arbitral Tribunal after consultation with the Parties.
- 12.3 The Tribunal has decided to hold a hearing on jurisdiction and admissibility at Frankfurt am Main from [6 to 10 March 2017].
- 12.4 Each Party shall be afforded an equal amount of time at the Hearing in which to present its case.
- 12.5 The Hearing shall be transcribed by court reporters using LiveNote. The costs of the court reporters are to be advanced by each Party in equal shares, without prejudice to the decision of the Arbitral Tribunal as to which Party shall ultimately bear those costs.

13. Tribunal Fees and Expenses

[Not reproduced]

14. Decisions

- 14.1 Any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
- 14.2 Procedural decisions shall be issued by the presiding arbitrator after consultation with her co-arbitrators or, in cases of urgency or if a co-arbitrator cannot be reached, by her alone, subject to possible reconsideration of such decisions by the full Tribunal. Procedural orders issued on behalf of the full Tribunal may be signed by the presiding arbitrator only.

15. Immunity from Suit

- 15.1 Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.
- 15.2 The Parties shall not require any member of the Tribunal to be a party or witness in any judicial, administrative, or other proceedings arising out of or in connection with the arbitration.

16. Signature of this Order

This Order may be signed in counterparts, collectively forming one composite signed document.

Place of Arbitration: Frankfurt am Main

Signed on [15 January 9 BC]:

[page follows]

THE TRIBUNAL:

[signature]

Comosicus of Dacia

[signature]

Marcus Tullius Tiro

[signature]

Wang Mang
(Presiding Arbitrator)

