

**INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES**

**Korea National Oil Corporation, KNOC Nigerian West Oil Company Limited, and  
KNOC Nigerian East Oil Company Limited**

**v.**

**Federal Republic of Nigeria**

**ICSID Case No. ARB/23/19**

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**PROCEDURAL ORDER NO. 1**

***Members of the Tribunal***

Prof. Gabrielle Kaufmann-Kohler, President of the Tribunal

Ms. Loretta Malintoppi, Arbitrator

Prof. Dr. Klaus Sachs, Arbitrator

***Secretary of the Tribunal***

Mr. Alex B. Kaplan

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7 November 2023

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## **Introduction**

The first session of the Tribunal was held on Monday, 6 November 2023 at 6:00 a.m. (Washington, D.C.) / 11:00 a.m. (London) / 12:00 p.m. (Lagos and Paris) / 7:00 p.m. (Singapore) by video conference.

An audio recording of the session was made and deposited in the archives of ICSID. The recording was distributed to the Members of the Tribunal and the Parties.

Participating in the conference were:

### **Members of the Tribunal:**

Prof. Gabrielle Kaufmann-Kohler, President of the Tribunal  
Ms. Loretta Malintoppi, Arbitrator  
Prof. Dr. Klaus Sachs, Arbitrator

### **ICSID Secretariat:**

Mr. Alex Kaplan, Secretary of the Tribunal

### **Assistant to the Tribunal:**

Mr. Lukas Montoya

### **On behalf of the Claimants:**

Mr. Matthew Hodgson, Allen & Overy  
Ms. Jae Hee Suh, Allen & Overy  
Mr. Amrutanshu Dash, Allen & Overy  
Mr. Pranay Lekhi, Allen & Overy  
Mr. Noel Low, Allen & Overy  
Ms. Young Mi Lee, Korea National Oil Corporation  
Mr. Yung Joon Kim, Korea National Oil Corporation

### **On behalf of the Respondent:**

Ms. Elizabeth Oger-Gross, White & Case LLP  
Ms. Noor Davies, White & Case LLP  
Mr. Tolu Obamuroh, White & Case LLP  
Mx. Jonathan Abi Rached, White & Case LLP  
Ms. Elise Roussel, White & Case LLP  
Mr. Adrian Torres, White & Case LLP  
Mr. Kunle Adegoke SAN, Kunle Adegoke & Co.  
Mr. Babatunde Ige, Kunle Adegoke & Co.  
Ms. Tejumola Abiola-Oloke, Kunle Adegoke & Co.  
Mr. Ademola Adeleye, Kunle Adegoke & Co.  
Mr. Oluwaseun Onabowu, Kunle Adegoke & Co.  
Ms. Maimuna Lami Shiru, Federal Ministry of Justice, Federal Republic of Nigeria

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The Tribunal and the Parties considered the following:

- The Draft Procedural Order circulated by the Tribunal Secretary on 4 October 2023; and
- The Parties' comments on the Draft Procedural Order received at the first session.

Following the session, the Tribunal now issues the present Order.

**Order**

Pursuant to ICSID Arbitration Rules 27 and 29, this Procedural Order sets out the Procedural Rules that govern this arbitration. The timetable is attached as **Annex B**.

1. **Applicable Arbitration Rules**

*Convention Article 44; Arbitration Rule 1*

- 1.1. These proceedings are conducted in accordance with the ICSID Arbitration Rules in force as of 1 July 2022.
- 1.2. If the Convention, the Arbitration Rules or this Procedural Order do not address a specific procedural issue, the Tribunal shall, after consultation with the Parties, determine the applicable procedure.
- 1.3. The Tribunal may seek guidance from, but shall not be bound by, the 2020 IBA Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), in particular with respect to:
  - 1.3.1. the exchange of documents (Article 3 of the IBA Rules);
  - 1.3.2. the presentation of evidence by fact and expert witnesses (Articles 4-5 of the IBA Rules);
  - 1.3.3. the conduct of the evidentiary hearing (Article 8 of the IBA Rules); and
  - 1.3.4. the admissibility and assessment of evidence (Article 9 of the IBA Rules).
- 1.4. The Tribunal may also seek guidance from, but shall not be bound by, the 2013 IBA Guidelines on Party Representation in International Arbitration ("IBA Guidelines"), in particular with respect to information exchange and disclosure obligations (Guideline 12 of the IBA Guidelines).

2. Constitution of the Tribunal and Tribunal Members' Declarations

*Arbitration Rule 21*

- 2.1. The Tribunal was constituted on 8 September 2023, in accordance with the ICSID Convention and the ICSID Arbitration Rules. The Parties confirmed that the Tribunal was properly constituted and that no Party has any objection to the appointment of any Member of the Tribunal.
- 2.2. The Members of the Tribunal timely submitted their signed declarations in accordance with ICSID Arbitration Rule 19(3)(b). Copies of these declarations were distributed to the Parties by the ICSID Secretariat upon acceptance of each arbitrator's appointment on 3 August, 9 August and 8 September 2023.
- 2.3. The Members of the Tribunal confirmed that they have sufficient availability during the next 24 months to dedicate to this case and that they will use best efforts to meet all time limits for orders, decisions and the Award, in accordance with ICSID Arbitration Rule 12(1).

3. Fees and Expenses of Tribunal Members

*Convention Article 60; Administrative and Financial Regulation 14; ICSID Schedule of Fees; Memorandum on Fees and Expenses*

- 3.1. The fees and expenses of each Tribunal Member shall be determined and paid in accordance with the ICSID Schedule of Fees and the Memorandum on Fees and Expenses in force at the time the fees and expenses are incurred.

4. Presence and Quorum

*Arbitration Rule 33*

- 4.1. The participation of all Members of the Tribunal by any appropriate means of communication is required at the first session, case management conferences, hearings and deliberations, except as otherwise provided in the Arbitration Rules or unless the Parties agree otherwise.

5. Rulings of the Tribunal

*Convention Article 48(1); Arbitration Rules 10, 11(4), 12, 27 and 35*

- 5.1. Decisions of the Tribunal shall be taken by a majority of the Members of the Tribunal.

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- 5.2. Orders, decisions and the Award may be made by any appropriate means of communication.
  - 5.3. Orders, decisions and the Award may be signed electronically.
  - 5.4. The President is authorized to sign procedural orders and decisions on behalf of the Tribunal.
  - 5.5. When the matter is urgent, the President may decide procedural matters without consulting the other Members, subject to possible reconsideration of such decision by the full Tribunal.
  - 5.6. The Tribunal's orders and decisions shall indicate the reasons upon which they are made. No reasons need to be provided for non-controversial or minor procedural, administrative and organizational matters, e.g., extensions of time.
  - 5.7. The Tribunal will use best efforts to issue all rulings, including the Award, within the time limits prescribed by the ICSID Arbitration Rules. If the Tribunal cannot comply with an applicable time limit, it will advise the Parties of the special circumstances justifying the delay and the date when it anticipates rendering the ruling, in accordance with ICSID Arbitration Rule 12(2).
  - 5.8. Any ruling of the Tribunal, including the certified copy of the Award, will be dispatched electronically to the Parties.
6. Power to Fix Time Limits  
*Arbitration Rules 10 and 11*
- 6.1. The President may exercise the Tribunal's power to fix and extend time limits for the completion of each procedural step in the proceeding under Arbitration Rules 10(1) and 11(3), in accordance with Arbitration Rules 10(3) and 11(4).
  - 6.2. In exercising the power to fix time limits under Arbitration Rule 10(1), the President shall consult with the Parties as far as possible. If the matter is urgent, the President may fix time limits without consulting the Parties, subject to possible reconsideration of such decision by the full Tribunal.
  - 6.3. Short extensions of time may be agreed between the Parties as long as (i) they do not materially affect the overall schedule of the procedure as set out in **Annex B** and (ii) the Tribunal is informed.
  - 6.4. The Parties agree that a time limit shall be satisfied if a procedural step is taken or a document is received by the Tribunal Secretary on the relevant date, or on the

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subsequent business day at the seat of the Centre if the time limit falls on a Saturday or Sunday. A time limit shall be computed from the date on which the limit is announced, the day of such announcement being excluded from the calculation.

7. Secretary of the Tribunal

*Administrative and Financial Regulation 28*

7.1. The Tribunal Secretary is Mr. Alex Kaplan, Senior Legal Counsel, ICSID, or such other person as ICSID may notify the Tribunal and the Parties from time to time. The Tribunal Secretary shall remain at all times impartial and independent of the Parties.

7.2. To send copies of communications by email, mail, and courier/parcel deliveries to the ICSID Secretariat, the contact details are:

Mr. Alex Kaplan  
ICSID  
MSN C3-300  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America  
Tel.: + 1 (202) 522-5142  
Fax: + 1 (202) 522-2615  
Email: [akaplan@worldbank.org](mailto:akaplan@worldbank.org)  
Paralegal name: Ms. Colleen Ferguson  
Paralegal email: [cferguson2@worldbank.org](mailto:cferguson2@worldbank.org)  
ICSID case address: [arb/23/19@icsidcases.worldbank.org](mailto:arb/23/19@icsidcases.worldbank.org)

7.3. For local messenger deliveries, the contact details are:

Mr. Alex Kaplan  
ICSID  
1225 Connecticut Avenue, N.W.  
(World Bank C Building)  
3<sup>rd</sup> Floor  
Washington, D.C. 20036  
United States of America  
Tel.: +1 (202) 458-1534

8. Assistant to the Tribunal

8.1. By email of 4 October 2023, acting on instructions of the President of the Tribunal, the ICSID Secretariat informed the Parties that the Tribunal proposed that

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Mr. Lukas Montoya of Lévy Kaufmann-Kohler, a national of Colombia and Spain, be appointed as Assistant to the Tribunal. The Tribunal considered that it would assist the overall cost and time efficiency of the proceedings if the Tribunal had an Assistant. Mr. Montoya's *curriculum vitae* was distributed to the Parties on 4 October 2023.

- 8.2. The ICSID Secretariat's email of 4 October 2023, to which it is referred, set out the tasks which the Tribunal proposed be assigned to the Assistant. The Members of the Tribunal emphasized that they would not delegate to the Assistant any of the duties and obligations incumbent on them as arbitrators, and observed that the Assistant would be subject to the same confidentiality obligations as the Members of the Tribunal.
- 8.3. The Parties agreed to the appointment of Mr. Lukas Montoya as Assistant to the Tribunal by the Claimants' email of 18 October and the Respondent's email of 19 October 2023. The Assistant signed a declaration of independence and confidentiality, which was distributed to the Parties by the ICSID Secretariat on 19 October 2023. The Assistant shall remain at all times impartial and independent of the Parties.
- 8.4. The Parties agreed that the Assistant will receive: (i) USD280 for each hour of work performed in connection with the case or pro rata; (ii) actual expenses of overnight lodging and other charges when traveling to an ICSID hearing, session or meeting held away from his residence up to but not exceeding USD900 per day; and (iii) reimbursements for the costs of air (at one class above economy class) and ground transportation to and from the city where the hearing, session or meeting is held.
- 8.5. The contact details of the Assistant are:  
Mr. Lukas Montoya  
Lévy Kaufmann-Kohler  
3-5 rue du Conseil-Général  
P.O. Box 552  
CH-1211 Geneva 4  
Switzerland  
[lukas.montoya@lk-k.com](mailto:lukas.montoya@lk-k.com)
- 8.6. The Assistant shall submit his claims for fees and expenses to the ICSID Secretariat on a quarterly basis.



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9. Representation of the Parties

*Arbitration Rule 2*

9.1. The Parties are represented by the following counsel and may designate additional agents, counsel, or advocates by notifying the Tribunal and the Tribunal Secretary promptly of such designation:

For the Claimants

Mr. Matthew Hodgson  
Mr. Pranay Lekhi  
Allen & Overy LLP  
One Bishops Square  
London E1 6AD  
United Kingdom  
Tel.: +44 (0)20 3088 0000  
Email:  
[Matthew.Hodgson@allenoverly.com](mailto:Matthew.Hodgson@allenoverly.com)  
[Pranay.Lekhi@allenoverly.com](mailto:Pranay.Lekhi@allenoverly.com)

and

Ms. Jae Hee Suh  
Mr. Amrutanshu Dash  
Allen & Overy LLP  
50 Collyer Quay  
#09-01 OUE Bayfront  
Singapore 049321  
Republic of Singapore  
Tel.: +65 6671 6000  
Email:  
[Jaehee.Suh@allenoverly.com](mailto:Jaehee.Suh@allenoverly.com)  
[Amrutanshu.Dash@allenoverly.com](mailto:Amrutanshu.Dash@allenoverly.com)  
[KNOC\\_Nigeria@allenoverly.com](mailto:KNOC_Nigeria@allenoverly.com)

For the Respondent

Ms. Maimuna Lami Shiru  
Director of Civil Litigation &  
Public Law Department  
Federal Ministry of Justice  
Abuja  
Federal Republic of Nigeria  
Tel.:  
Email:  
[maimunashiru@yahoo.com](mailto:maimunashiru@yahoo.com)

and

Ms. Elizabeth Oger-Gross  
Ms. Noor Davies  
Mr. Tolu Obamuroh  
Mx. Jonathan Abi Rached  
Ms. Elise Roussel  
Mr. Adrian Torres  
White & Case LLP  
19, Place Vendome  
75001, Paris  
French Republic  
Tel.: +33 1 55 04 15 15  
Email:  
[elizabeth.oger-gross@whitecase.com](mailto:elizabeth.oger-gross@whitecase.com)  
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[elise.roussel@whitecase.com](mailto:elise.roussel@whitecase.com)  
[adrian.torres@whitecase.com](mailto:adrian.torres@whitecase.com)

and

Mr. Kunle Adegoke, SAN  
Mr. Babatunde Ige

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Ms. Tejumola Abiola-Oloke  
Mr. Ademola Adeleye  
Mr. Oluwaseun Onabowu  
Kunle Adegoke & Co  
3rd Floor, FCMB Building  
18, Mobolaji Bank-Anthony Way  
Kingsway Bus Stop  
Ikeja, Lagos  
Federal Republic of Nigeria  
Tel.:  
Email:  
[kradegoke@kunleadegokeandco.com](mailto:kradegoke@kunleadegokeandco.com)  
[Info@kunleadegokeandco.com](mailto:Info@kunleadegokeandco.com)

- 9.2. The Tribunal may refuse designation of additional agents, counsel, or advocates if the designation would create a conflict of interest with one or more Members of the Tribunal.
10. Apportionment of Costs and Advance Payments to ICSID – Division of Advances  
*Convention Article 61(2); Administrative and Financial Regulation 15; Arbitration Rules 14 and 50*
- 10.1. The Parties shall cover the direct costs of the proceeding (for example, where relevant, interpretation, hearing venue, court reporting) in equal parts, without prejudice to the final decision of the Tribunal as to the allocation of costs.
- 10.2. Following registration of the Request for Arbitration, by letter of 28 June 2023, ICSID requested that the Claimants pay USD150,000 to cover the initial costs of the proceeding through the first session. ICSID received the Claimants' payment on 24 July 2023. Upon the constitution of the Tribunal, by letter of 11 September 2023, ICSID requested that the Parties pay USD300,000 to defray the estimated costs of the subsequent phase of the proceeding. Payment made by the Claimants on 24 July 2023 is considered a partial payment toward that sum. ICSID received the Respondent's payment on 5 October 2023.
- 10.3. ICSID shall request further advances as needed in accordance with Administrative and Financial Regulation 15(1)(c). Such requests shall be accompanied by a detailed interim statement of account.
- 10.4. Any unused balance held on deposit at the end of the arbitration shall be returned to the Parties in proportion to the payments that they advanced to ICSID, without prejudice to the final decision of the Tribunal as to allocation of costs.

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- 10.5. In application of Arbitration Rule 14, each Party shall, immediately upon concluding a third-party funding arrangement, disclose to ICSID, the Tribunal and the other Party, that it has third-party funding, provide the name and address of the third-party funder and, if the third-party funder is a juridical person, provide the names of the persons and entities that own and control it. For the purpose of this provision, the term “third-party funder” does not include shareholders, parent or affiliated entities of a party.
- 10.6. Each Party shall have a continuing obligation to disclose any changes to the information referred to in the preceding paragraph, occurring after the initial disclosure, including termination of the third-party funding arrangement.

11. Place of Proceeding and Hearings

*Convention Articles 62 and 63; Arbitration Rule 32*

- 11.1. Washington DC shall be the place of the proceeding.
- 11.2. The Tribunal may hold in-person hearings at any other place that it considers appropriate after consultation with the Parties. It will consult the Parties on the dates set in **Annex B**.
- 11.3. After consultation with the Parties, the Tribunal may determine that hearings will be conducted online through an appropriate videoconferencing platform. In such case, the Centre will conduct tests to ensure that all the participants have adequate connections, and the Tribunal will give the necessary directions.
- 11.4. The Tribunal Members may deliberate at any place and by any appropriate means they consider convenient.

12. Procedural Language, Translation and Interpretation

*Administrative and Financial Regulation 32; Arbitration Rule 7*

- 12.1. English shall be the procedural language of the arbitration.
- 12.2. Documents filed in a language other than in English shall be accompanied by a translation into English.
- 12.3. Translations of long documents can be limited to the relevant passages, provided the translated parts are sufficient for the reader to understand the context. The Tribunal may order a Party to provide a fuller or complete translation at the request of any Party or on its own initiative.

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- 12.4. Translations need not be certified, unless the translation is disputed and the Party disputing the translation specifically requests a certified version. It shall not be improper for counsel to provide their own translations, provided that such circumstance is indicated. Each translation will be deemed to be correct, unless a party disputes its correctness. If a Party wishes to challenge the translation of a document, it shall submit a new translation that clearly identifies the differences. Where necessary, the Tribunal shall decide on such challenges, including on which version shall prevail.
- 12.5. Documents drafted in a language other than English which are exchanged between the Parties in document production under §16 below need not be translated, unless they are filed by one of the Parties as evidence in the proceedings, in which case a translation into English shall be filed together with the original document.
- 12.6. The Parties will notify the Tribunal, as soon as possible, and no later than at the case management conference for hearing organization, which witnesses or experts require interpretation.
- 12.7. The testimony of a witness or expert called for examination who gives evidence in a language other than the language of the arbitration shall be interpreted simultaneously or consecutively, as directed by the Tribunal after consultation of the Parties. The Tribunal will consult the Parties on the dates set in **Annex B**.
- 12.8. The costs of the interpreter(s) will be paid from the advance payments made by the Parties, without prejudice to the decision of the Tribunal as to which Party shall ultimately bear those costs.

13. Routing of Communications

*Arbitration Rule 6*

- 13.1. Written communications shall be transmitted by email or other electronic means to the Parties, the Tribunal Secretary, the Tribunal Members, and the Assistant.
- 13.2. Communications to be filed simultaneously shall be transmitted to the Tribunal Secretary only, who shall send them to the opposing Party, the Tribunal Members, and the Assistant, once he has received both Parties' communications.
- 13.3. The Tribunal Secretary, Tribunal Members and Assistant shall not be copied on communications between the Parties when such communications are not intended to be transmitted to the Tribunal.
- 13.4. The email addresses of the Members of the Tribunal are:

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Prof. Gabrielle Kaufmann-Kohler  
[gabrielle.kaufmann-kohler@lk-k.com](mailto:gabrielle.kaufmann-kohler@lk-k.com)

Ms. Loretta Malintoppi  
[loretta.malintoppi@39essex.com](mailto:loretta.malintoppi@39essex.com)

Prof. Dr. Klaus Sachs  
[klaus.sachs@cms-hs.com](mailto:klaus.sachs@cms-hs.com)

14. Number of Copies and Method of Filing of Parties' Pleadings  
*Arbitration Rules 4, 5 and 9*

14.1. By the relevant time limit, a Party shall:

14.1.1. submit by email to the Tribunal Members, Secretary, Assistant, and opposing Party an electronic version of the pleading with an index of all the supporting documentation (witness statements, expert reports, documents appended to the witness statements and expert reports, factual exhibits, and legal authorities);<sup>1</sup> and

14.1.2. upload the pleading with all the supporting documentation and index to the file sharing platform created by ICSID for purposes of this case.<sup>2</sup>

14.2. Pleadings and all supporting documentation (including any witness statements, expert reports, exhibits and legal authorities) shall be submitted in electronic format only, unless a hard copy is specifically requested by the Tribunal.

14.3. Electronic files of pleadings, witness statements, expert reports, exhibits and legal authorities shall (to the extent technically possible without unreasonably burdening the relevant Party submitting the documents) be text searchable (i.e., OCR PDF or Word).

14.4. All pleadings shall be accompanied by a cumulative index hyperlinked to all the supporting documentation that the Party has submitted up to the date of the pleading. The index shall indicate the document number and the pleading with which it was submitted and follow the naming conventions contained in **Annex A**.

14.5. At the conclusion of the written phase of the proceeding, on a date to be determined by the Tribunal, or at any other time the Tribunal or the ICSID Secretariat so requests, the Parties shall upload to the file sharing platform, in a format that can be readily downloaded, an electronic copy of the entire case file and consolidated hyperlinked index of all documents.<sup>3</sup>

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<sup>1</sup> Please note that the World Bank server does not accept emails larger than 25 MB.

<sup>2</sup> Supporting documentation shall be uploaded as individual files, not in .zip format.

<sup>3</sup> To ensure the full operation of the hyperlinked index, the entire folder shall be housed within one folder and then uploaded to Box as a single .zip file. Should the size of the .zip file make the upload to Box impossible, the Parties shall upload the organized folder to a designated sub-folder on to the Box files sharing platform, in a sub-folder and including a consolidated (non-hyperlinked) index.

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- 14.6. A filing shall be deemed timely if a Party meets the requirements set in §14.1 by midnight, London time, on the relevant date.

15. Number and Sequence of Pleadings

*Arbitration Rule 30*

- 15.1. The arbitration shall proceed in accordance with the Procedural Timetable attached hereto as **Annex B**, except if the Tribunal, upon a showing of good cause by either Party or on its own initiative, decides to amend the timetable.
- 15.2. In the first exchange of submissions on a given matter (in principle Memorial and Counter-Memorial), the Parties shall set forth all the facts and legal arguments and submit all the documentary and written witness and expert evidence on which they intend to rely in support of their respective cases. Allegations of fact and legal arguments shall be presented in a detailed, specified and comprehensive manner, and shall respond to all allegations of fact and legal arguments made by the other Party.
- 15.3. In the second exchange of submissions (in principle Reply and Rejoinder), if any, the Parties shall limit themselves to responding to factual allegations, legal arguments, and evidence put forward by the other Party in its preceding submission, subject to facts and documents resulting from the document production phase or new facts arisen after the filing of the Party's last submission.
- 15.4. Following each factual allegation, the Parties shall, whenever possible, identify the evidence adduced or to be adduced in support of that allegation. Following each legal argument, the Parties shall, whenever possible, identify the legal authority adduced or to be adduced in support of that argument.
- 15.5. All written submissions shall be divided into consecutively numbered paragraphs.
- 15.6. The Parties shall include in their submissions a list of abbreviations. Each Party shall strive to use the same abbreviations as the other Party and the Parties shall update their list of abbreviations in subsequent submissions.

16. Production of Documents and Rules on Evidence

*Convention Article 43(a); Arbitration Rules 5 and 36-40*

- 16.1. The Tribunal shall be guided but not bound by the IBA Rules.
- 16.2. The Tribunal shall not be required to consider any evidence, or portion thereof, on the record that has not been specifically referred to, in the written or oral

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submissions of the Party seeking to rely on it.

- 16.3. Within the time limit set in **Annex B**, each Party may request from the other Party the production of documents or categories of documents within the other Party's possession, custody or control, in the form of a Redfern Schedule as attached in **Annex C** hereto, in both Word and .pdf format. Such a request shall not be copied to the Tribunal, the Secretary of the Tribunal or the Assistant.
- 16.4. Each request for production shall:
  - 16.4.1. identify with specificity: (i) the type of documents or narrow category of documents whose production is sought (for example, letters, emails, minutes of meetings, memoranda, notes, reports). The Parties shall not use a generic formulation, such as "all documents" or "all records", or use such formulation and then define it to "include" specific types of documents; (ii) the author, sender, recipient, and/or custodian of the requested document or category of documents (i.e., by the name of the individual, department, entity, or organ, as the case may be); and (iii) a date for individual documents or a narrow and proportionate period for a category of documents. A Party asserting that the identification required either under (i) or (ii) is not possible must adequately substantiate such assertion;
  - 16.4.2. describe the subject matter in sufficient detail and with necessary particulars to enable an effective search for responsive documents to be carried out;
  - 16.4.3. specify that the documents requested are not in the possession, custody or control of the requesting Party (or explain why it would be unreasonably burdensome for the requesting Party to produce them), and that they are likely to exist and be in the possession, custody or control of the other Party; and
  - 16.4.4. explain, with specific references to the record, why the document or category of documents sought is relevant to the case and material to its outcome and, more specifically, which fact alleged in the arbitration the document sought is intended to prove.
- 16.5. The Tribunal recommends that the number of requests per Party do not exceed 20, including sub-requests. A Party wishing to exceed this number shall announce it two weeks before the date for submission of the Redfern Schedule, explaining the reasons and need for a number higher than recommended.
- 16.6. Within the time limit set forth in **Annex B**, the other Party shall either produce the

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requested documents or, using the Redfern Schedule provided by the first Party, submit its reasons for its failure or refusal to produce responsive documents (objections).

- 16.7. Responsive documents containing privileged information are to be produced with the privileged information redacted. If the privileged information cannot be adequately protected through redaction, and a Party withholds the production of a document based on an assertion of privilege, that Party must produce to the other side a privilege log containing the following information about the document: (a) the type of document (e.g. email, letter, minutes of meeting) the title, subject line or subject-matter, as applicable; (b) the date of creation; (c) the author(s) and recipient(s); and (d) the privilege claimed and a brief explanation of the reason why the document is being withheld. To the extent that a Party asserts that the information corresponding to items (a) to (c) above is itself privileged, the Party may only withhold such information with the leave of the Tribunal, after identifying the privilege claimed and providing a brief explanation of why the information is being withheld to the other side and the Tribunal. The privilege log shall be provided to the other side within the time limit for production set out in the **Annex B**.
- 16.8. Within the time limit set forth in **Annex B**, the requesting Party may seek an order for the production of the documents sought which the other Party does not agree to produce, in which case it shall reply to the other Party's objections in that same Redfern Schedule. At the same time, it shall submit the Word and .pdf copies of the Redfern Schedule to the Tribunal.
- 16.9. The Parties shall make no submissions in respect of the steps set out in §§16.3, 16.6, and 16.8 above other than those incorporated in the Redfern Schedules.
- 16.10. On or around the date set forth in **Annex B**, the Tribunal will, at its discretion, rule upon the production of the documents or categories of documents having regard to the requirements of §16.4, the legitimate interests of the Parties and all the relevant circumstances, including applicable privileges and if appropriate the burden of proof. If a request does not meet the requirements of §16.4, in particular if it is insufficiently specific, the Tribunal will in principle not narrow down the scope of the request on its own initiative.
- 16.11. Documents which the Tribunal orders to be produced shall be communicated directly to the requesting Party without copying the Tribunal, the Secretary, and the Assistant. Documents so communicated shall not be considered to be on record unless and until a Party subsequently files them as exhibits in accordance with §17 below.
- 16.12. In addition, the Tribunal may order a Party to produce documents on its own



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initiative at any time. In that case, the documents shall be submitted to the other Party and to the Tribunal in accordance with §17 below and shall be considered to be on record.

- 16.13. If a Party fails to produce documents ordered by the Tribunal, the Tribunal may draw the inferences it deems appropriate, in light of all circumstances and taking into account the reasons advanced by a Party to explain its inability to produce any given document.

17. Submission of Documents

*Convention Article 44; Arbitration Rule 5*

- 17.1. Documents, including exhibits and legal authorities, shall be submitted together with the memorial or written submission that refers to them in conformity with §§15.2 and 15.3 above.
- 17.2. Neither Party shall be permitted to submit additional or responsive documents after the filing of its last written submission, unless the Parties agree otherwise, or the Tribunal determines that exceptional circumstances exist based on a reasoned written request followed by observations from the other Party.
- 17.2.1. Should a Party request leave to file additional or responsive documents, that Party may not, without the prior permission of the Tribunal, annex the documents that it seeks to file to its request, nor disclose any of the contents of any such documents, except for a general description.
- 17.2.2. If the Tribunal grants such request, the Tribunal shall ensure that the other Party is afforded sufficient opportunity to make its observations concerning such a document.
- 17.3. The documents shall be submitted in the following form:
- 17.3.1. The number of each exhibit containing a document produced by the Claimants shall be preceded by the letter “C-” for factual exhibits and “CL-” for legal authorities. The number for each exhibit containing a document produced by the Respondent shall be preceded by the letter “R-” for factual exhibits and “RL-” for legal exhibits containing authorities.
- 17.3.2. Factual and legal exhibits shall be numbered consecutively throughout these proceedings, commencing with “C-0001” and “R-0001,” and “CL-0001” and “RL-0001”, respectively. The number of the exhibit or

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legal authority shall appear on the first page of the document, and shall be incorporated into the electronic file name in accordance with §17.3.3.

- 17.3.3. Electronic files and the accompanying indices shall follow the naming conventions contained in **Annex A**.
- 17.4. Copies of documentary evidence shall be assumed to be authentic unless specifically objected to by a Party, in which case the Tribunal will determine whether authentication is necessary. Such objections shall be made at least 21 days prior to the pre-hearing case management conference referred to in §20.1 below or such other time as may be determined by the Tribunal.
- 17.5. The Parties shall file all documents only once by submitting them with their pleadings. Documents need not be resubmitted with witness statements even if referred to in such statements.
- 17.6. Demonstrative exhibits, i.e. documents compiling information in the record but not in the form presented (including compilations presented in Power-Point slides), such as charts, tabulations may be used at a hearing, provided they (i) contain no new evidence; (ii) identify their source in the record; (iii) are submitted to the other Party at the time specified in the relevant pre-hearing order; and (iv) are numbered consecutively with a number introduced by CD- or RD-, respectively.

18. Witnesses

*Convention Article 43(a); Arbitration Rule 38*

- 18.1. Any person may present evidence as a witness, including a Party or a Party's officer, employee, or other representative.
- 18.2. For each witness, a written, signed and dated witness statement, which shall stand as direct testimony, shall be submitted to the Tribunal, unless a person refuses or is unable to provide such a statement. A person who has not submitted a written witness statement may provide testimony to the Tribunal only in exceptional circumstances and upon a showing of good cause; if these conditions are met, the other Party shall be given an appropriate opportunity to respond to such testimony.
- 18.3. Each witness statement shall state the witness's name, date of birth, current address, and involvement in the case.
- 18.4. Witness statements shall be submitted in English or with a translation into English. All witness statements should indicate the language in which the witness intends to give oral evidence.

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- 18.5. In accordance with §§15.2 and 15.3 above, each Party will submit its witness statements together with its written submissions. In the event that a Party does not file a witness statement with its written submission, it shall indicate when filing the submission the reasons for which a statement cannot be filed for a particular witness. When considering whether to admit any witness statement presented after the filing of the Party's written submission, the Tribunal shall take into account whether there were exceptional circumstances which prevented the production of the statement together with the written submission. The witness statements shall be numbered independently from other documents and properly identified. If a Party submits two witness statements by the same witness, the subsequent witness statement shall be identified as "Second".
- 18.6. It shall not be improper for counsel to meet and/or converse with witnesses and potential witnesses to establish the facts, prepare the witness statements and assist witnesses with their preparation for the examinations.
- 18.7. On the date provided in **Annex B**, each Party shall identify the witnesses and experts of its opponent whom it intends to cross-examine. A witness whose cross-examination is not sought shall not testify unless the Tribunal directs his or her appearance.
- 18.8. The President of the Tribunal will ask each witness before his or her testimony to make the declaration set out in Rule 38(6) of the Arbitration Rules.
- 18.9. Each Party shall be responsible for summoning its own witnesses to the hearing, except when the other Party has waived cross-examination of a witness and the Tribunal does not direct his or her appearance.
- 18.10. The failure by a party to request cross-examination of a witness shall not be considered to reflect consent as to the correctness of the content of that witness' statement. Unless the Tribunal determines, of its own motion or at the request of a Party, that the witness must be heard, it will assess the weight of the witness statement, taking into account the entire record and all the relevant circumstances.
- 18.11. Each Party shall be responsible for the practical arrangements, cost and availability of any witness it offers. The Tribunal will decide upon the appropriate allocation of any related costs in the award.
- 18.12. If it deems it necessary, the Tribunal may call upon the Parties to produce as a witness any person who may have knowledge of relevant facts and has not been offered as a witness by the Parties.
- 18.13. If a witness fails to appear when first summoned to a hearing, the Tribunal may in its discretion summon the witness to appear a second time if satisfied that (i) there

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was a compelling reason for the first failure to appear, (ii) the testimony of the witness appears relevant, and (iii) providing a second opportunity for the witness to appear will not unduly delay the proceedings.

- 18.14. The party whose witness has been called for cross-examination or to be questioned by the Tribunal must make the witness available for the hearing. Each witness called shall appear in person before the Tribunal, unless the hearing is conducted online. If warranted by extraordinary circumstances, the Tribunal may authorise an alternative method of cross-examining a witness, such as by live videolink.
- 18.15. The Tribunal may consider the written statement of a witness who provides a valid reason for failing to appear when summoned to a hearing, or of a witness who was not called for cross-examination, having regard to all the surrounding circumstances, including the fact that the witness was not subject to cross-examination. The Tribunal shall not consider the witness statement of a witness who fails to appear and does not provide a valid reason.
- 18.16. At the hearing, the examination of each witness shall proceed as follows:
- 18.16.1. Direct examination shall be limited to questions about corrections to the written statement and about any matters which have arisen after the last opportunity for the Party who presented the witness to file witness statements. In principle, it shall not exceed ten minutes;
- 18.16.2. The other Party may then cross-examine the witness about relevant facts within the witness' knowledge but not necessarily limited to facts addressed in the witness statement;
- 18.16.3. The Party who has presented the witness may then re-examine the witness with respect to any matters or issues arising out of the cross-examination or questions posed by the Tribunal; and
- 18.16.4. The Tribunal may ask its questions at any time, likely mainly at the end.
- 18.17. Subject to other arrangements during the case management conference for hearing organization, (i) fact witnesses shall be examined prior to expert witnesses, the Claimants' fact witnesses being examined prior to the Respondent's fact witnesses and each Party determining the order of the fact witnesses whom it presents, and (ii) expert witnesses shall be grouped by topics, the Claimants' expert for each topic being examined first.
- 18.18. Subject to a different agreement by the Parties, a fact witness shall not be present in the hearing room during oral testimony and arguments, or read the transcript of oral testimony or argument, prior to his or her examination. This limitation does

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not apply to expert witnesses. Party representatives who are also fact witnesses may be present during opening submissions.

18.19. The Tribunal shall, at all times, have complete control over the procedure for hearing a witness. In particular, but without limiting the foregoing, the Tribunal may in its discretion:

18.19.1. Limit or refuse the right of a Party to examine a witness when it appears that a question has been addressed by other evidence or is irrelevant;

18.19.2. Direct that a witness be recalled for further examination at any time; or

18.19.3. Provide that the witnesses may be examined together (“witness conferencing”), in which case it will give appropriate directions.

19. Experts

*Arbitration Rule 38*

19.1. All the rules set forth in Section 18 above shall apply by analogy to experts unless they are inconsistent with this Section.

19.2. Each Party may retain and produce evidence of one or more experts.

19.3. To the extent possible, the experts on the same subject matter on both sides should liaise before the hearing to identify disputed and undisputed issues. The Tribunal may order experts on the same subject matter to produce joint expert reports identifying disputed and undisputed issues.

19.4. The Tribunal may, on its own initiative or at the request of a Party, appoint one or more experts. The Tribunal shall consult with the Parties on the selection, terms of reference and conclusions of any such expert. The Tribunal may, on its own initiative or at the request of any Party, take oral evidence of such expert(s).

19.5. Expert reports shall be accompanied by any documents or information upon which they rely, unless such documents or information have already been submitted as exhibits with the Parties’ submissions, in which case reference to such exhibits shall be sufficient. Such documents or information shall be subject to the rules on language set forth in Section 12 above.

19.6. Experts shall disclose in their reports, or in attachments to their reports, the documents, data, and other information on which they relied in supporting their opinions.

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- 19.7. At the hearing, the President of the Tribunal will ask each expert to make the declaration set out in Rule 38(8) of the Arbitration Rules.
- 19.8. Subject to directions given by the Tribunal at the pre-hearing conference, the Tribunal may request non-legal experts to give a presentation summarizing their methodology and conclusions in addition to or in lieu of their direct examination. The length of any such presentation shall be determined at the pre-hearing conference.

20. Case Management Conferences  
*Arbitration Rule 31*

- 20.1. A case management conference for purposes of discussing hearing organization and logistics will be held on the date provided in **Annex B** by way of videoconference. The videoconference shall be between the Tribunal, or its President, and the Parties and should resolve any outstanding procedural, administrative, and logistical matters (including modality of interpretation and transcription) in preparation for the hearing.
- 20.2. The Tribunal may convene other case management conferences with the Parties in accordance with ICSID Arbitration Rule 31 if necessary or appropriate.

21. Hearings  
*Arbitration Rule 32*

- 21.1. The oral procedure shall consist of a hearing for examination of witnesses and experts, if any, and for oral arguments.
- 21.2. The hearing shall take place on the dates set in **Annex B**.
- 21.3. The Members of the Tribunal shall endeavor to reserve one day immediately after the hearing to determine next steps and to commence deliberations.
- 21.4. In principle, each Party will have an equal time allocation for examinations and oral arguments with further time allocated to the Tribunal, subject to adjustments in the Tribunal's discretion, particularly if due process requires (including, for example, as a result of the relative number of witnesses and experts to be cross-examined, the need for interpretation, the scope of the evidence and/or the relative complexity of the claims and counterclaims). The allocation will be discussed at the case management conference for hearing organization and set by the Tribunal, which may grant short extensions if appropriate under the circumstances.

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- 21.5. Additional matters regarding the conduct of the hearing – including the detailed hearing schedule, time limit for demonstrative exhibits, witness order, precise scope of cross-examination, and opening and closing presentations – will be discussed at the pre-hearing conference. Failing agreement of the Parties, the Tribunal will decide all such matters.
22. Recordings of Hearings and Sessions  
*Arbitration Rule 29(4)(i)*
- 22.1. Sound recordings shall be made of all hearings and sessions. The sound recordings shall be provided to the Parties, the Tribunal Members, and the Assistant.
- 22.2. Verbatim transcripts in the procedural language shall be made of any hearing other than procedural sessions. Unless otherwise agreed by the Parties or ordered by the Tribunal, the verbatim transcripts shall, if possible, be available in real-time using LiveNote or similar software and electronic transcripts shall be provided to the Parties and the Tribunal on a same-day basis.
- 22.3. The Parties shall agree on any corrections to the transcripts within 30 days of the later of the dates of the receipt of the sound recordings and transcripts. The agreed corrections may be entered in the transcript by the court reporter (“revised transcripts”). The Tribunal shall decide upon any disagreement between the Parties and any correction adopted by the Tribunal shall be entered in the revised transcript by the court reporter.
23. Post-Hearing Memorials and Statements of Costs  
*Convention Article 44; Arbitration Rules 51*
- 23.1. In consultation with the Parties, the Tribunal will determine at the end of the hearing whether there shall be post-hearing briefs. If so, the Tribunal will address the time limits for, and the length, format, and content of the post-hearing briefs. No new evidence may be produced together with the post-hearing briefs, except with leave or on request of the Tribunal.
- 23.2. The Tribunal will issue directions on the Parties’ statements of costs at the end of the hearing.
24. Transparency and Confidentiality  
*Convention Article 48(5), Arbitration Rules 62-66*
- 24.1. The transparency of the and protection of information in these proceedings shall be

governed by Arbitration Rules 62-66.

25. Data Privacy and Cybersecurity

- 25.1. The Members of the Tribunal, the Assistant, the Parties and their representatives acknowledge that the processing of their personal data is necessary for the purposes of this arbitration proceeding.
- 25.2. The Parties and their representatives agree to comply with all applicable data protection and privacy regulations, including providing appropriate notice to data subjects whose personal data will be processed in the arbitration proceeding, where necessary. Should compliance with applicable law require action from another participant in the arbitration proceeding, the Parties are invited to bring that to the attention of that other participant and/or to apply to the Tribunal for specific data protection measures to be put in place.
- 25.3. The Parties shall take appropriate measures for the secure transmission of documents, information and communications in this arbitration. If particular documents, information and/or communications require heightened security measures, the Parties will confer in order to take appropriate security measures for the transmission of such documents, information and/or communications. Unless instructed otherwise by the Parties, the Tribunal will not take any special measures beyond its standard procedures to safeguard the cyber security of arbitration-related information and the Parties confirm that communications may be sent by email.

26. Amicable Dispute Settlement

- 26.1. The Tribunal notes that the Parties may seek to reach an amicable settlement of all or part of the dispute, including through mediation under the ICSID Mediation Rules, at any time in the proceeding. The Parties may agree to suspend the arbitration for this purpose.
- 26.2. At any time in the course of the arbitration, considering the circumstances of the dispute and the interests at stake, the Tribunal may suggest to the Parties to resort to mediation or other appropriate methods of amicable resolution.
- 26.3. Beyond making a suggestion to the Parties, the Tribunal will not become involved in mediation or other settlement attempts and will continue the proceedings if the Parties do not agree to follow the Tribunal's suggestion or if they agree but the attempt fails.



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27. Disability Inclusion

- 27.1. At any point during the proceedings, but ideally as soon as practicable, either Party may advise the Tribunal of a person who, by reason of disability, requires reasonable accommodation to facilitate their full participation in the arbitration, including site visits and oral hearings. In considering such requests, the Tribunal will take account of the privacy rights of such persons against the unnecessary disclosure of their disability. For the purposes of this provision, disability means any physical or mental health condition that, without reasonable accommodation, would significantly impair a person's ability to participate in work related to an arbitration.

28. Tribunal's Procedural Discretion

- 28.1. Upon the request of a Party or on its own initiative, the Tribunal may amend or supplement any order made in this arbitration, including this Procedural Order No. 1, after consulting with the Parties.

On behalf of the Tribunal,

[signed]

\_\_\_\_\_  
Prof. Gabrielle Kaufmann-Kohler  
President of the Tribunal  
7 November 2023

## Annex A – Electronic File Naming Guidelines

Please follow these guidelines when naming electronic files and for the accompanying Consolidated Hyperlinked Index. The examples provided (in *italics*) are for demonstration purposes only and should be adapted to the relevant phase of the case.

All pleadings and accompanying documentation shall indicate the LANGUAGE in which they are submitted (e.g. SPA=Spanish; FR=French; ENG= English). Such indication should be reflected both (i) in the name used to identify each individual electronic file and (ii) in the Consolidated Hyperlinked Index (which shall be attached to each submission).

For cases with a single procedural language, the “LANGUAGE” designation may be omitted, except for documents in a language other than the procedural language and the corresponding translations.

SUBMISSION TYPE	ELECTRONIC FILE NAMING GUIDELINES
MAIN PLEADINGS	<b>Title of Pleading–LANGUAGE</b>
	<i>Memorial on Jurisdiction-FR</i>
	<i>Counter-Memorial on the Merits and Memorial on Jurisdiction-SPA</i>
	<i>Reply on Annulment-FR</i>
	<i>Rejoinder on Quantum-ENG</i>
SUPPORTING DOCUMENTATION  Exhibits	<b>C-####–LANGUAGE</b>
	<b>R-####–LANGUAGE</b>
	To be produced sequentially throughout the case.
	<b>CLAIMANTS’ FACTUAL EXHIBITS</b>
	<i>C-0001-ENG</i>
	<i>C-0002-SPA</i>
	<b>RESPONDENT’S FACTUAL EXHIBITS</b>
	<i>R-0001-FR</i>
	<i>R-0002-SPA</i>
	Legal Authorities
<b>RL-####–LANGUAGE</b>	
To be produced sequentially throughout the case.	
<b>CLAIMANTS’ LEGAL AUTHORITIES</b>	
<i>CL-0001-ENG</i>	
<i>CL-0002-FR</i>	
<b>RESPONDENT’S LEGAL AUTHORITIES</b>	
<i>RL-0001-SPA</i>	
<i>RL-0002-ENG</i>	
Witness Statements	<b>Witness Statement-Name of Witness-Name of Submission-LANGUAGE</b>
	<i>Witness Statement-Maria Jones-Memorial on Jurisdiction-SPA</i>
	<i>Witness Statement-Maria Jones-Reply on Jurisdiction-[Second Statement]-ENG</i>
Expert Reports	<b>Expert Report-Name of Expert-Type-Name of Submission-LANGUAGE</b>
	<i>Expert Report-Lucia Smith-Valuation-Memorial on Quantum-ENG</i>
	<i>Expert Report-Lucia Smith-Valuation-Reply on Quantum-[Second Report]-ENG</i>
Legal Opinions	<b>Legal Opinion-Name of Expert-Name of Submission-LANGUAGE</b>
	<i>Legal Opinion-Tom Kaine-Counter-Memorial on the Merits-FR</i>
	<i>Legal Opinion-Tom Kaine-Rejoinder on the Merits-[Second Opinion]-FR</i>
Exhibits to	<b>WITNESS/EXPERT INITIALS–###</b>
	<i>For exhibits filed with the Witness Statement of [Maria Jones]</i>

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Witness Statements, Expert Reports, Legal Opinions	<i>MJ-0001</i>
	<i>MJ-0002</i>
	<i>For exhibits filed with the Legal Opinion of [Tom Kaine]</i>
	<i>TK-0001</i>
	<i>TK-0002</i>
	<i>For exhibits filed with the Expert Report of [Lucia Smith]</i>
	<i>LS-0001</i>
	<i>LS-0002</i>
<b>INDICES</b>	<b>Consolidated Hyperlinked Index</b>
	<b>Index of Exhibits-C-#### to C-####</b>
	<i>Index of Exhibits-C-0001 to C-0023</i>
	<b>Index of Legal Authorities-RLA-### to RLA-###</b>
	<i>Index of Legal Authorities-RLA-0001 to RLA-0023</i>
<b>OTHER APPLICATIONS</b>	<b>Name of Application-[Party]-LANGUAGE</b>
	<i>Preliminary Objections under Rule 41(5)-SPA</i>
	<i>Request for Bifurcation-ENG</i>
	<i>Request for Provisional Measures-[Respondent]-SPA</i>
	<i>Request for Production of Documents-[Claimants]-SPA</i>
	<i>Request for Stay of Enforcement-FR</i>
	<i>Request for Discontinuance-[Claimants]-ENG</i>
	<i>Post-Hearing Brief-[Claimants]-SPA</i>
	<i>Costs Submissions-[Respondent]-ENG</i>
<i>Observations to Request for [XX]-[Claimants]-SPA</i>	

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Procedural Order No. 1 – Annex B

**Annex B – Procedural Timetable**

**Scenario 1: No request for bifurcation of preliminary objections**

	<b>Event</b>	<b>Date</b>
1	Claimants' Memorial	Friday, 1 March 2024
2	Respondent's Counter-Memorial on the Merits (and Memorial on Jurisdiction)	Friday, 12 July 2024
3	Tribunal to consult the Parties on the venue of the Hearing and the mode of interpretation for witnesses and experts	July 2024
4	Parties' Requests for Production of Documents	Friday, 23 August 2024
5	Parties' Responses and/or Objections to Requests for Production of Documents	Friday, 13 September 2024
6	Parties' Replies to Objections to Requests for Production of Documents	Friday, 27 September 2024
7	Parties' Production of Documents which are not subject to Objections	Friday, 11 October 2024
8	Tribunal's Decision on Objections to Requests for Production of Documents	Friday, 11 October 2024
9	Parties' Production of Documents ordered by Tribunal	Friday, 25 October 2024
10	Claimants' Reply on the Merits (and Counter-Memorial on Jurisdiction)	Friday, 17 January 2025
11	Respondent's Rejoinder on the Merits (and Reply on Jurisdiction)	Friday, 6 June 2025
12	(Claimants' Rejoinder on Jurisdiction)	Friday, 18 July 2025
13	Parties to identify witnesses and experts for cross-examination	Friday, 1 August 2025
14	Pre-hearing CMC	Friday, 12 September 2025
15	Hearing on Jurisdiction and Merits	17-21 November 2025 (24-26 November 2025 held in reserve)

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**Scenario 2: Request for bifurcation filed but denied**

	<b>Event</b>	<b>Date</b>
1	Claimants' Memorial on the Merits	Friday, 1 March 2024
2	Respondent's Identification of Preliminary Objections and Request for Bifurcation	Friday, 12 April 2024
3	Claimants' Response to the Request for Bifurcation	Friday, 24 May 2024
4	Hearing on Bifurcation (if deemed necessary by Tribunal)	[TBD] <sup>4</sup>
5	Tribunal's Decision on Bifurcation	Friday, 21 June 2024
6	Tribunal to consult the Parties on the venue of the Hearing	June 2024
7	Respondent's Counter-Memorial on the Merits and Memorial on Jurisdiction	Friday, 27 September 2024
8	Tribunal to consult the Parties on the mode of interpretation of witnesses and experts	October 2024
9	Parties' Requests for Production of Documents	Friday, 25 October 2024
10	Parties' Responses and/or Objections to Requests for Production of Documents	Monday, 15 November 2024
11	Parties' Replies to Objections to Requests for Production of Documents	Friday, 29 November 2024
12	Parties' Production of Documents which are not subject to Objections	Friday, 13 December 2024
13	Tribunal's Decision on Objections to Requests for Production of Documents	Friday, 13 December 2024
14	Parties' Production of Documents ordered by Tribunal	Friday, 3 January 2025
15	Claimants' Reply on the Merits and Counter-Memorial on Jurisdiction	Friday, 28 March 2025
16	Respondent's Rejoinder on the Merits and Reply on Jurisdiction	Friday, 1 August 2025
17	Claimants' Rejoinder on Jurisdiction	Friday, 12 September 2025
18	Parties to identify witnesses and experts for cross-examination	Friday, 26 September 2025
19	Pre-hearing CMC	Friday, 10 October 2025
20	Hearing on Jurisdiction and Merits	17-21 November 2025 (24-26 November 2025 held in reserve)

<sup>4</sup> Should a hearing on bifurcation be deemed necessary, the Tribunal will adjust the subsequent dates in the procedural timetable in consultation with the Parties.

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**Scenario 3: Request for bifurcation filed and granted**

	<b>Event</b>	<b>Date</b>
1	Claimants' Memorial on the Merits	Friday, 1 March 2024
2	Respondent's Identification of Preliminary Objections and Request for Bifurcation	Friday, 12 April 2024
3	Claimants' Response to the Request for Bifurcation	Friday, 24 May 2024
4	Tribunal's Decision on Bifurcation	Friday, 21 June 2024
5	Respondent's Memorial on Jurisdiction	Friday, 27 September 2024
6	Claimants' Counter-Memorial on Jurisdiction	Friday, 3 January 2025
7	Parties to identify witnesses and experts for cross-examination, if any	Friday, 31 January 2025
8	Pre-hearing CMC	Friday, 14 February 2025
9	Hearing on Jurisdiction (by video-conference)	10-11 March 2025 (12 March 2025 in reserve)

If the Tribunal upholds its jurisdiction, a new calendar will be set for the merits phase.

**Annex C – Redfern Schedule**

<b>Requesting Party</b>	
<b>Document Request Number</b>	
<b>Documents or Category of Documents Requested</b>	
<b>Relevance and Materiality according to Requesting Party</b>  <b>(a) Ref. to Pleadings, Exhibits, Witness Statements or Expert Reports</b>  <b>(b) Comments</b>	
<b>Responses / Objections to Document Requests</b>	
<b>Replies to Objections to Document Requests</b>	
<b>Tribunal's Decision</b>	