

IBA ARBITRATION COMMITTEE

SUB Committee on recognition and enforcement of arbitral awards

COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE VALIDITY OF THE ARBITRAL AWARD

Author

Mirjam van de Hel-Koedoot, NautaDutilh N.V.

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The Netherlands			
I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	No	The UNCITRAL Model Law was used as a source of inspiration for the Dutch Arbitration Act.
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award?	No	
I.2.b	Does the agreement to arbitrate must be attached to the award?	No	
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	NA	
I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	NA	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	No	Pursuant to Article 1049 DCCP, a tribunal may render a final award, a partial final award, or an interim award. In an interim award, the tribunal may, for

			example, decide on issues relating to the gathering of evidence or the participation of third parties in the arbitration. However, the tribunal may also issue an order on such issues.
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	NA	
I.4	Does the award must comply with certain minimal formal requirements?	Yes	
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	No	
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	Yes	<p>Article 1057(5) DCCP provides for three exceptions to the general rule that an arbitral award should be reasoned:</p> <p>(i) if the award exclusively concerns the determination only of the quality or condition of goods;</p> <p>(ii) if the award concerns the recording of a settlement as referred to in Article 1069; or</p> <p>(iii) in all other events, after the arbitration has been commenced, if the parties agree in writing that no grounds shall be given for the decision.</p>
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	Yes	
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	

I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	No	
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	No	
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	No	Pursuant to Article 1058(2) DCCP, the award shall be deemed to have been sent if four weeks have elapsed after the date of the award.
I.5	Are partial awards permitted?	Yes	
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		Under Dutch law, a partial award is an award in which the operative part of the award definitively settles only part of the claim and the decision on the remaining part of the claim is deferred. A tribunal may, for example, first decide in a partial award on the liability of the respondent.
I.6	Are rectificative or interpretative additional awards permitted?	Yes/No	<p>The Dutch Arbitration Act only provides for the rectification of arbitral awards.</p> <p>The Dutch Arbitration Act does not provide for the interpretation of an award. However, it is argued by Dutch legal scholars that interpretation of a partial award should be possible until the tribunal rendered a final award.</p>
I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		If parties did not agree on a time limit, the time limit for the rectification of an award

			is three months after the award was sent to the parties (Article 1060(1) DCCP).
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?	Yes	A correction shall be made by the tribunal on the original and the copies of the award and be signed by it, or shall be mentioned in a separate document signed by the arbitral tribunal, which document shall be considered to be a part of the award.
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?	NA	
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		<p>A rectificative award can be issued in case of a manifest computing error, a clerical error, or another manifest error that lends itself to simple rectification in the award.</p> <p>Furthermore, rectification could be made when the formal requirements, such as (a) the name and place of residence of the arbitrator or each of the arbitrators; (b) the name and place of residence of each of the parties; (c) the date on which the award is made; or (d) the place where the award is made, are stated incorrectly or are partially or wholly absent from the award</p>
I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?	NA	
I.7	Are interim or preliminary awards permitted?	Yes	

I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?	No	
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	No	
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?	No	
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	No	
I.8	Are awards by consent accepted?	Yes	
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	No	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.	NA	
I.9	Are default awards accepted?	Yes	
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	Yes	
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	NA	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	However, the respondent should reasonably have been given the opportunity to submit its defence.
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	No	However, in practice Arbitral Tribunals will often notify the absent party before rendering an award.

I.10	Is there a time limit requirement to render the award?	No	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.	NA	
I.11	Are arbitrators required to meet certain qualifications?	No	
I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	NA	
II. Language		(Yes/ No /NA)	Additional comments, if any.
II.1	Is it required for the award to be written in the language of the arbitral proceeding?	No	There is no specific provision regarding the language of the arbitral award in the Dutch Arbitration Act. In practice, the award shall be written in the language of the arbitral proceedings.
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	NA	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	Yes	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	No	
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	No	
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	No	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	No	

II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	No	
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	NA	
II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	NA	
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	NA	
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	NA	
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	NA	
II.3	Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?	No	Unless parties have agreed otherwise.
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	Yes	Although in practice this may not happen.
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	NA	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	NA	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	NA	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	NA	

II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	NA	
II.3.g	If your answer to question <u>II.3.b</u> is yes, <u>is there any specific requirement regarding the person who can translate the text (ie. sworn translator)?</u>	NA	
III. Signature, date and place		(Yes/ No /NA)	Additional comments, if any.
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	No	
III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	Yes	The Dutch Arbitration Act provides for the electronic signing of arbitral awards (Article 1072b(3) DCCP). The electronic signature should comply with Article 3(12) of the EU Regulation on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	NA	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	NA	
III.2	In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?	Yes	
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	If a minority of the arbitrators refuses to sign the award, this shall be stated by the other arbitrators in the award signed by them. A similar statement shall be made if a minority is incapable of signing and it is unlikely that the impediment will

			cease to exist shortly (Article 1057(3) DCCP).
III.3	In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?	Yes	The Dutch Arbitration Act does not contain a provision regarding dissenting opinions. However, the Dutch Arbitration Act does also not forbid dissenting opinions. In practice, the dissenting arbitrator will sign the award with the addition "subject to dissenting opinion".
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	
III.4	In the case of unanimous decision, are all arbitrators required to sign the award?	Yes	
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	NA	The absence of the signature of all arbitrators constitutes a ground for the setting aside of the arbitral award (Article 1065(1)(d) DCCP). The Dutch Supreme Court decided that if the arbitral is set aside on this basis, the president signing the arbitral award could be personally liable for any damage resulting from the setting aside. (Dutch Supreme Court 30 September 2016, ECLI:NL:HR:2016:2215 (Qnow/X).
III.5	Is initialling of all the pages of the award required?	No	
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	NA	

III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	NA	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	
III.6	In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?	No	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	However, the dissenting arbitrator will sign the award with the addition "subject to dissenting opinion".
III.7	Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?	No	
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	No	
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	NA	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	
III.8	Is there any additional signature requirement applicable to the jurisdiction you are reporting about?	No	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	NA	
III.9	Is it required for the arbitral award to bear the date?	Yes	
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	No	

III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	No	Article 1057(4) DCCP only requires that the arbitral award includes the date on which the arbitral award is made. The Dutch Arbitration Act does not regulate what that date should be. In practice, this will usually be the date on which the last arbitrator effectively signed the award.
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	NA	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	NA	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	NA	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	NA	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	NA	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	NA	
III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?		There is no format that the tribunal should use. The only requirement is that the arbitral award includes the date on which the arbitral award is made.

III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	No	
III.11	Are the arbitrators free to choose the date in which their award will become effective?	Yes	There is no regulation in the Dutch Arbitration Act that prohibits the tribunal to choose when their award will become effective, which is different from the date of the arbitral award.
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	NA	
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.		There are no rules in the Dutch Arbitration Act regarding the deadline, standards or methods used to determine the date on which the award will become effective.
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	Yes	
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	NA	
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	NA	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	No	
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	NA	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	NA	
III.14	Are arbitrators or the arbitral institution required to bind the award?	No	

III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	NA	
IV. Notification of the award		(Yes/ No /NA)	Additional comments, if any.
IV.1	Are there any specific required means for the notification of the award?	No	<p>In general, Article 1058(1) DCCP stipulates the requirements regarding the notification of arbitral awards. According to this article, the arbitral tribunal shall ensure that – as soon as possible – :</p> <ul style="list-style-type: none"> a) the original of the award, or a copy thereof certified by an arbitrator or third person designated by the parties, is sent to the parties; and b) the original of a final or partial award is deposited with the registry of the district court within whose district the place of arbitration is located, insofar as the parties have so agreed. <p>The award shall be deemed to have been sent if four weeks have elapsed after the date of the award (Article 1058(2) DCCP).</p>
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	NA	

IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	NA	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?-	Yes	<p>See IV.1 regarding Article 1058(1) DCCP. Article 1058 DCCP is a non-mandatory provisions and, as a result, parties are free to agree otherwise.</p> <p>See for example Article 45(1) NAI Arbitration Rules, according to which the administrator shall ensure on behalf of the arbitral tribunal that, as soon as possible, an original of the award of a certified copy is sent to the parties</p>
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	No	<p>See IV.1 and IV.2 above. In principle, the arbitral tribunal shall notify the award to the parties. However, parties remain free to agree otherwise.</p>
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	Yes	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	No	See IV.1 and IV.2.
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	See IV.1 and IV.2. Unless the parties have agreed otherwise.
IV.5	Is it required to provide each of the parties with an original version of the award?	No	According to Article 1058(1)(a) DCCP the arbitral tribunal may also provide parties with a certified copy of the award.

IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	NA	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	NA	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	Yes	See IV.5. Parties should receive either an original of the award or a certified copy thereof.
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	No	
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No	
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	No	
IV.7	Is it required to provide an original version of the award to the courts of the seat of arbitration?	No	See Article 1058(1)(b) DCCP. The original of a final or partial award should only be deposited with the registry of the district court within whose district the place of arbitration is located, insofar as the parties have so agreed.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	NA	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	NA	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	NA	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	

IV.8	Is it required for the notification of the award to be made by international courier?	No	Notification of the award can be made by any possible means, unless otherwise agreed by the parties.
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	NA	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	NA	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	
IV.9	Is it required for the notification of the award to be made by public postal services?	No	Notification of the award can be made by any possible means, unless otherwise agreed by the parties.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	NA	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	NA	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	
IV.10	Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	No	
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	If the parties have agreed to such possibility.
IV.11	After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?	No	

IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	NA	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	NA	
IV.12	Is there any time limit established for notification purposes?	No	
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.		<p>The arbitral tribunal needs to ensure that the award is sent to the parties '<u>as soon as possible</u>' (see Article 1058 (1) DCCP).</p> <p>The award shall be deemed to have been sent if four weeks have elapsed after the date of the award (see Article 1058 (2) DCCP).</p>
IV. 12	Are there any additional specific local requirements for the notification of the award?	No	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	NA	
V. Confidentiality		(Yes/ No /NA)	Additional comments, if any.
V.1	Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?	Yes	Although there is no such explicit obligation in the DCCP, it is generally accepted that drafts of the award are to be kept confidential.
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	NA	
V.2	Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?	Yes	The deliberation process is confidential. A dissenting

			opinion will be shared with the parties.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	NA	See comment question V.2.
V.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	Yes	
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	No	
V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	NA	
V.4	Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?	No	
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	No	
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	NA	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	NA	
V.6	Does the award need to explicitly provide if it is (or not) of confidential nature?	No	
VI. Secretary of the Arbitral Tribunal		(Yes/ No /NA)	Additional comments, if any.

VI.1	Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?	Yes	
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	No	The secretary's role is to assist in this process, keep notes and, sometimes, prepare parts of a draft award. However, the arbitral tribunal always has the final say and it bears the responsibility for the content of the award (see The Hague Court of Appeal 18 February 2020, ECLI:NL:GHDHA:2020:234, par. 6.6.9-6.6.10).
VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	Yes	
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.		See above VI.1.a
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	No	This can be inferred from Article 1057(4)(a) DCCP.
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	NA	
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	NA	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	NA	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	No	
VI.3	In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?	No	

VII. Content of the award		(Yes/ No /NA)	Additional comments, if any.
VII.1	Is it mandatory to state within the award the reasons upon which the award is based?	Yes	Unless (i) the award exclusively concerns the determination only of the quality or condition of goods (Article 1057(5)(a) DCCP), (ii) it concerns the recording of a settlement (Article 1057(5)(b) DCCP) or (iii) the parties have agreed that no such reasons need to be given (see Article 1057(5)(c) DCCP).
VII.2	Is it mandatory to state within the award additional administrative or procedural issues/information?	Yes	
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	Yes	See Article 1057(4)(b) DCCP.
VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	No	
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	No	
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	No	If the place of arbitration has not been determined by the parties or the tribunal, then the place where the award is made, as laid down in the award, counts as the place of arbitration (see Article 1037(2) DCCP).
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	No	See Article 1037(2) DCCP.
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	No	But this is usually included in practice.

VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	NA	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	NA	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	No	But this is usually included in practice.
VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	NA	
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	NA	
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	No	But this is usually included in practice.
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	No	
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	NA	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	NA	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	NA	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	Yes	See Article 1057(4)(a) DCCP: the award should contain the names and places of residency of the arbitrators.

VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	No	
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	No	
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	No	
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	No	
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	No	
VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	No	
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	No	
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	NA	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	No	
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award??	NA	
VII.3	If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?	No	
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	NA	
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	NA	

VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	NA	
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	NA	
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	NA	
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	NA	
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	No	But in practice, this will of course be done.
VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	NA	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	NA	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	NA	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	NA	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	NA	
VII.5	Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?	No	However, Article 1057(4)(e) DCCP requires the award to contain the grounds of the decision therein. This in any event entails that, if the arbitral tribunal's jurisdiction is contested, the award should contain the ground upon which the arbitral tribunal has assumed jurisdiction.

VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?	NA	
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?	NA	
VII.6	Is it required for the award to recite the parties' request for relief?	Yes	Because the arbitral tribunal is obligated to decide upon each of those requests.
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	Yes	
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	No	
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	NA	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	No	Unless such an omission leads to the arbitral tribunal's reasoning being defective.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	NA	
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	NA	
VII.9	Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?	No	Unless such an omission leads to the arbitral tribunal's reasoning being defective.
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	NA	

VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	NA	
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	NA	
VII.10	If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	Yes	Issues in dispute between the parties will generally need to be reflected in the award in order to lead to a sufficiently reasoned award.
VII.11	If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?	Yes	See above.
VII.12	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?	Yes	See above.
VII.13	If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?	Yes	See above.
VII.14	Is there any tax requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.	NA	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	No	
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.	NA	
VIII. Reasoning and findings		(Yes/ No /NA)	Additional comments, if any.
VIII.1	Is it required for the award to contain the arbitral tribunal's reasoning?	Yes	Unless (i) the award exclusively concerns the

			determination only of the quality or condition of goods (Article 1057(5)(a) DCCP), (ii) it concerns the recording of a settlement (Article 1057(5)(b) DCCP) or (iii) the parties have agreed that no such reasons need to be given (see Article 1057(5)(c) DCCP).
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	However, if the arbitral tribunal's reasoning does not contain a sound reason for the relevant decision, then this is taken to be equivalent to a complete absence of reasoning, for which reason the award is subject to setting aside (Supreme Court 9 January 2004 (<i>Nannini/SFT Bank</i>), <i>NJ</i> 2005, 190, par. 3.5.2).
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	NA	
VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	NO	However, in practice, an arbitral tribunal will of course frequently do so.
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	Yes	
VIII.3	Is it permitted for the award to be issued without reasons?	No	Unless (i) the award exclusively concerns the determination only of the quality or condition of goods (Article 1057(5)(a) DCCP), (ii) it concerns the recording of a settlement (Article 1057(5)(b) DCCP) or (iii) the parties have agreed that no such reasons need to be given (see Article 1057(5)(c) DCCP).

VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	Yes	Provided the parties have agreed thereto.
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	Yes	
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	Yes	
VIII.4.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		The arbitral tribunal cannot go beyond the factual basis underpinning the parties' respective claims. In other words: an arbitral tribunal can only apply the principle of <i>iura novit curia</i> if the parties have put forward sufficient facts and/or claims to constitute an invocation of the relevant legal ground.
IX. Operative part (<i>dispositif</i>)		(Yes/No/NA)	Additional comments, if any.
IX.1	Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?	Yes	See Article 1057(4) DCCP.
IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	No	
IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	NA	
IX.2	In the case of final awards, is it required for the award to include a "catch-all" dispositif (i.e. all other claims are dismissed)?	No	The dispositif needs to contain a decision on all claims and counterclaims put forward by the parties. The tribunal can formulate a decision on each of those claims individually or formulate a "catch all" dispositif.

IX.3	Are arbitrators allowed to include in the award injunctive relief?	Yes	Provided that the parties' arbitration agreement extends to injunctive relief.
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	Yes	
IX.5	Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?	Yes	Although the arbitrators can impose obligations upon the parties, they cannot themselves rectify, set aside or cancel deeds.
IX.6	Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?	No	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.	NA	
X. Dissenting and separate opinions		(Yes/ No /NA)	Additional comments, if any.
X.1	Is it allowed for the arbitrators to write a dissenting or separate opinion?	Yes	
X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	It should be noted that a dissenting or separate opinion is not considered a part of the award and shall not be treated as such by courts as such (see Dutch Supreme Court 5 December 2008, ECLI:NL:HR:2008:BF379, par. 3.3).
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	No	However, from the perspective of the tribunal's reasoning, it is to be preferred if the elements upon which the dissent rests are discussed in the award.

X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	
X.3	If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?	No	
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	NA	
XI. Reservation of issues		(Yes/ No /NA)	Additional comments, if any.
XI.1	In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?	Yes	
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	Yes	
XII. Style and length		(Yes/ No /NA)	Additional comments, if any.
XII.1	It is required for footnotes and citations in the award to be presented in a specific style?	No	
XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	NA	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	Yes	
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	No	
XII.3	Are there any restrictions or requirements as to the length of the award?	No	
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	NA	

XIII. Award of costs		(Yes/ No /NA)	Additional comments, if any.
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	Yes	Although Dutch arbitration law does not require this, other provisions of Dutch law generally prohibit excessive costs being imposed on a party.
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	NA	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	No	
XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	Yes	It is within the discretion of the arbitral tribunal to take into account the conduct of the parties.
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	No	But the arbitration rules of the Netherlands Arbitration Institute do require this (see Article 54(4) NAI Rules).
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	Yes	
XIII.4	In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?	No	
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	Yes	In practice, this oftentimes happens in allocating costs (cf. the Netherlands Arbitration Institute Rules, Article 57(2): " <i>The unsuccessful party shall be ordered to pay the costs of the arbitration, except in special events at the arbitral tribunal's discretion. If each of the parties is partially unsuccessful, the arbitral</i>

			<i>tribunal may divide all or part of the costs of the arbitration").</i>
XIII.5	Regarding the arbitral tribunal's costs & expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?	No	
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	NA	
XIII.6	Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	No	
XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	
XIII.7	Is it required for the award on costs to be reasoned?	No	Unless the allocation of costs deviates from generally accepted principles, such as that the unsuccessful party shall be ordered to pay the costs of the arbitration.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	NA	
XIII.8	Are the arbitrators required to use certain size/type of paper?	No	
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	NA	
XIII.9	Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?	No	
XIV. Structure of the Award		(Yes/ No /NA)	Additional comments, if any.

XIV.1	Is it required for the award to separate its formal from its substantive aspects?	No	
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	NA	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	NA	
XIV.2	Is there a requirement to follow a specific structure of the award?	No	
XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	Yes	
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.		No specific structure is required, but generally Dutch arbitral awards will follow the common structure of an introduction, a factual part, the position of the parties, reasoning and operative part.
XIV.3	Is it required to address jurisdiction before substance?	No	
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Yes	
XIV.4	Is it required to discuss the merits of the claim before quantum?	No	
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
XIV.5	When the resolution of specific issues depends on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?	No	
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	Yes	

XV. References to exhibits, authorities and witnesses declarations		(Yes/ No /NA)	Additional comments, if any.
XV.1	Is it required to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	NA	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	
XV.2	Is it required to identify in the award all evidence submitted during the proceeding?	No	
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	NA	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it a allowed to identify in the award all evidence submitted during the proceeding?	Yes	
XV.3	Is it required to identify in the award all authorities cited during the proceeding?	No	
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	NA	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	No	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	
XV.4	Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	

XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	
XV.5	Is it required to make direct quotations of a witness' declaration on a particular issue?	No	
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	Yes	
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	Yes	
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	Yes	
XV.7	Is it permitted to cite in the award judicial precedents that were cited by the parties?	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	
XV.8	Is it permitted to cite in the award legal authors and doctrine?	Yes	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	Yes	
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	
XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	Yes	There are no specific regulations regarding this subject. Annexes should, however, be specifically mentioned in the award in a

			manner that does not leave any doubts as to whether they form an integral part of the award or not.
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?	Yes	
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	No	
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	Yes	
XVII. Miscellanea		(Yes/ No /NA)	Additional comments, if any.
XVII.1	Are there any other local requirements for the validity on an award?	No	
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	NA	