

IBA ARBITRATION COMMITTEE
RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS
SUBCOMMITTEE

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

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10 August 2019

Belgium			
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?	YES	Belgium adopted the UNCITRAL Model Law in 2013.
I.2	Is it required for the award to result from an agreement to arbitrate?	YES	Lack of a valid arbitration agreement is a ground for setting aside the arbitral award (Article 1717, § 3(a)(i) B.J.C.). ¹
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	Article 1713 B.J.C., which addresses the formal and substantive requirements of arbitral awards under Belgian law, does not expressly require the arbitral award to transcribe the arbitration agreement. Under Belgian law, an arbitration agreement must not be in writing (Article 1681 B.J.C. adopted Option II of Article 7 of the UNCITRAL Model

¹ The Belgian arbitration law is set out in Part VI of the Judicial Code (“B.J.C.”)

			Law). In practice, however, arbitration agreements are either made in writing or confirmed at the outset of the proceedings (if not in writing) and are included in the arbitral award.
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?	N/A	
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?	N/A	
I.3	Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?	YES	Arbitral tribunals have the discretion to decide on the substantive issues submitted to them in one or more awards. Pursuant to Article 1713 B.J.C., “[t]he arbitral tribunal shall make a final decision or render interlocutory decisions by way of one or several awards”. In principle, only decisions resolving substantive issues constitute an arbitral award.
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?	YES	
I.4	Does the award must comply with certain minimal formal requirements?	YES	The formal requirements for arbitral awards are set out in Article 1713 B.J.C.
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?	YES	Pursuant to Article 1713, § 3 B.J.C., “[t]he award shall be made in writing and shall be signed by the arbitrator.”
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	Pursuant to Article 1713, § 3 B.J.C., “[t]he award shall be

			<i>made in writing and shall be signed by the arbitrator.”</i>
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	Pursuant to Article 1713, § 4 B.J.C., “[t]he award shall state the reasons upon which it is based”. Lack of reasoning is a ground for annulment (Article 1717, § 3 (a)(iv) B.J.C.) as well as a ground for refusal of enforcement (Article 1721, § 1(a)(iv) B.J.C.). Enforcement of awards that are not reasoned is nonetheless possible in Belgium if such reasoning is not required under the applicable (foreign) law.
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	Pursuant to Article 1713, § 5 (e) B.J.C. the award shall contain “ <i>the place of arbitration determined in accordance with article 1701, § 1.</i> ”
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	Pursuant to Article 1713, § 5 (d) B.J.C. the award shall contain “ <i>the date on which the award is rendered</i> ”.
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?	YES	Article 1713, § 5 (d) B.J.C. refers to the date on which the award “ <i>is rendered</i> ”. In practice, this is in principle the date of the last signature.
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?	N/A	
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?	N/A	
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?		Pursuant to Article 1713 B.J.C., “[t]he arbitral tribunal shall make a final decision or render interlocutory decisions by way of one or several awards”. The arbitral tribunal has discretion to decide whether or not to dispose of the issue in one or more arbitral awards. This issue may be addressed already during the discussions on the procedural calendar, in which case the parties are typically consulted. The arbitral tribunal may also decide to issue a partial award (i.e. an award only that does not finally dispose of the issues, or an award that finally disposes of some issues only) during the drafting phase.
I.6	Are rectificative or interpretative additional awards permitted?	YES	Article 1715 B.J.C. provides for the possibility of corrective and interpretative awards (§§ 1 and 2). Pursuant to § 3, an additional award is also possible “ <i>as to claims presented in the arbitral proceedings but omitted from the award.</i> ”
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?		The deadline depends on whether the additional award is requested by a party or issued by the tribunal at its own motion. In case of a request by a party, “[i]f the arbitral tribunal considers the request [for correction or interpretation] <i>to be justified</i> ,

			<p><i>it shall make the correction or give the interpretation within one month of receipt of the request” (Article 1715, § 1 B.J.C). Pursuant to Article 1715, § 4 B.J.C. “[t]he arbitral tribunal may, if necessary, extend the period of time within which it may make a correction, interpretation or an additional award under §1”.</i></p> <p>Additionally, “[t]he arbitral tribunal may correct any error of the type referred to in §1(a) on its own initiative within one month of the date of the award” (Article 1715, § 2 B.J.C).</p>
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	Article 1715, § 1 B.J.C. stipulates in relevant part that, “[t]he interpretation shall form 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?	N/A	
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?		A rectificative award may be issued to correct “any errors in calculation, any clerical or typographical errors or any errors of similar nature” (Art. 1715, § 1(a) B.J.C.).
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 an interpretative award be issued?		An interpretative award may be issued to give an “interpretation of a specific point or part of the award” (Art. 1715, § 1(b) B.J.C.).
I.7	Are interim or preliminary awards permitted?	YES	Pursuant to Article 1713 B.J.C., “[t]he arbitral tribunal shall make a final decision or render interlocutory decisions by way of one or several

			awards”.
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?	YES	The arbitral tribunal has discretion to address issues in an interim award, which includes issues concerning the choice of law.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?	YES	The arbitral tribunal has discretion to address issues in an interim award, which includes issues concerning liability.
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?	YES	The arbitral tribunal has discretion to address issues in an interim award, which includes issues concerning the interpretation of a particular provision.
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	<p>Only awards which “<i>can no longer be contested before the arbitrator(s) or if the arbitrators have declared it to be provisionally enforceable notwithstanding an appeal</i>” can be enforced (Article 1719 B.J.C.).</p> <p>This includes interim awards that finally dispose only of some issues in disputes.</p> <p>However, if the interim award only provisionally addresses an issue, subject to final determination in a subsequent award, it may not be enforced.</p>
I.8	Are awards by consent accepted?	YES	Article 1712 B.J.C. expressly allows for awards by consent. Pursuant to §1 “[i]f, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the

			<i>parties, shall record the settlement in an award on agreed terms, unless this violates public policy.”</i>
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	Consent awards “ <i>shall be made in accordance with the provisions of article 1713 [on arbitral awards] and shall state that it is an award</i> ” and “ <i>has the same status and effect as any other award on the merits of the case</i> ” (Article 1712, § 2 B.J.C.).
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.	N/A	
I.9	Are default awards accepted?	YES	An arbitral tribunal may proceed in case of default and “ <i>make the award on the evidence before it</i> ”. However, the failure of a respondent to participate may not “ <i>in itself [be treated] as an admission of the claimant’s allegations</i> ” (Article 1706 B.J.C.).
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	The arbitral tribunal maintains full discretion to decide on the issues before it in one or more awards (Article 1713 B.J.C.).
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?	NO	The arbitral tribunal maintains full discretion to decide on the issues before it in one or more awards (Article 1713 B.J.C.).
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?	NO	The arbitral tribunal maintains full discretion to decide on the issues before it in one or more awards

			(Article 1713 B.J.C.).
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	NO	There are no specific statutory requirements. However, in light of the requirement to give parties a full opportunity to present their case (Art. 1699 B.J.C.), arbitral tribunals must ensure that the defaulting party is kept informed at all stages of the proceedings and duly notified of the award. It is therefore good practice to use means of communication which ensure that this is the case.
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?	YES	Considering that a failure to allow a party to present its case constitutes a potential ground for setting aside (Article 1717 B.J.C.), it is good practice to record all efforts made in this regard expressly in the award.
I.10	Is there a time limit requirement to render the award?	NO	Parties are free to determine the time limit within which the arbitral tribunal must render its award. This includes the agreement to certain arbitration rules, which may contain a time limit for rendering the award. Failing such agreement, a party may apply to the president of the court of first instance to set a time limit if no award has been issued within six months of the appointment of the last arbitrator (Art. 1713, § 2).
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.	N/A	
I.11	Are arbitrators required to meet certain qualifications?	YES	

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.		Arbitrators must be adults of full legal capacity. Beyond that, there are no specific statutory obligations. Parties may, however, agree on such qualifications themselves.
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?	YES	Unless the parties agree otherwise, the language or languages of the arbitration “ <i>shall apply to any communication between the parties, any hearing and any award, decision or other communication by the arbitral tribunal</i> ” (Art. 1703, § 1 B.J.C.).
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?	YES	In principle, if a choice or determination for more than one language is made, this applies to the award, unless the parties – or in case of determination by the tribunal – the tribunal determines otherwise (Article 1703, § 1 B.J.C.).
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the	N/A	

	language of the parties' nationality?		
II.2	Are there any circumstances that must be taken into consideration in order to determine the language of the award?	NO	There are no statutory provision that impose elements for determining the language or languages of the proceedings (and hence, the award) (Art. 1703 B.J.C.). In practice, when the parties have not agreed on the language of the arbitration, the arbitral tribunal will often look at the language of the agreement to which the dispute relates. Tribunals may, however, take other elements into consideration for their decision.
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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?	N/A	
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)?	YES	While the use of languages is strictly regulated in Belgian court proceedings (and requires all quotes to be translated into the language of the proceedings), the same restriction does not apply to arbitral awards. In practice, however, tribunals will typically often provide an

			informal translation into the language of the award.
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?	N/A	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	N/A	
II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	N/A	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	N/A	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	N/A	
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?	N/A	
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>	N/A	
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?	YES	<p>Pursuant to Article 1713, § 3 B.J.C. “[t]he award shall be made in writing and shall be signed by the arbitrator.”</p> <p>Arbitral tribunals may validly issue an arbitral award in electronic format (with a scanned signature) if the parties so agree.</p> <p>However, the arbitral tribunal must subsequently provide the parties with a hard copy of the award, containing an actual signature (Article 1713, § 8</p>

			B.J.C.).
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?	N/A	
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?	NO	
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.	NO	
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?		Pursuant to Article 1713, § 3 B.J.C. <i>“In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.”</i>
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	Dissenting opinions are in principle permitted under Belgian law, provided that the secrecy of the deliberations is not violated. However, such dissenting opinion do not have any legal status or value under Belgian law.
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	An explanation is only required where an arbitrator does not sign the award.
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?	N/A	
III.5	Is initialling of all the pages of the award required?	NO	A signature at the end of the arbitral award suffices.
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?	N/A	
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?	N/A	
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	Dissenting opinions are not regulated under Belgian law.
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	
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)?	N/A	
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?	YES	
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?	N/A	
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	N/A	

	comments section.		
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	Pursuant to Article 1713, § 5 (d) B.J.C., the arbitral award shall state “ <i>the date on which the award is rendered</i> ”, which is the date on which the last arbitrator signs the award.
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?	YES	
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?	N/A	
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)?	N/A	
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?	N/A	
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)?	N/A	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	
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	There is no prescribed format, provided that the date is clearly marked.
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)?	N/A	
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 prescribed format, provided that the date is clearly marked.

			The common way of marking the date in Belgium is day/month/year.
III.10	Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?	YES	If that is the date on which it was signed by the arbitrators.
III.11	Are the arbitrators free to choose the date in which their award will become effective?	NO	The date on which the arbitral award is issued, i.e. signed, is the date from which it becomes effective. The arbitral tribunal may, however, condition their orders or subject them to time limits if this is permitted by law.
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?	YES	
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.	N/A	
III.12	Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?	YES	Pursuant to Article 1713, § 5(e) B.J.C. the award must include " <i>the place of arbitration determined in accordance with article 1701, § 1 [B.J.C.]</i> ".
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?	N/A	
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?	N/A	
III.13	Are arbitrators or the arbitral institution required to stamp the award?	NO	Stamping is not required under Belgian law.
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	

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.)?	N/A	
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.)?	N/A	
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?	YES	Pursuant to Article 1713, § 8 B.J.C. “[a] <i>copy of the award shall be communicated, in accordance with article 1678, to each party by the sole arbitrator or by the chairman of the arbitral tribunal.</i> ” Article 1678 B.J.C. sets out the methods of notification that apply if the parties have not agreed otherwise. Parties may agree on an alternative way of notification (e.g. through an arbitral institution).
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?	NO	
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?	NO	
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?	NO	
IV.2	Is it permitted for the relevant arbitration institution to perform the notification of the award?	YES	
IV.3	In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?	YES	

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?	N/A	
IV.4	In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?	NO	While notification by arbitral tribunals is the default rule, parties may agree to deviate from this principle.
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	Provided that this is not prevented by the applicable arbitration rules. If the arbitration rules mandatorily provide for notification by the institution, the arbitral tribunal must abide by this.
IV.5	Is it required to provide each of the parties with an original version of the award?	YES	Pursuant to Article 1713, § 8 B.J.C., an original of the arbitral award must subsequently be sent to the parties if the manner of notification agreed upon does not generate an original 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)?	YES	
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?	N/A	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	NO	The original signature of the members of the arbitral tribunal makes it an original.
IV.6	Is it required to provide each of the arbitrators with an original version of the award?	NO	Under the law, it is only mandatory that the parties are given an original of the arbitral award (Article 1713, § 8 B.J.C.).
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	This rule, which featured in Article 1713 B.J.C. was abolished in the 2016 revision of the B.L.A.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	N/A	
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?	N/A	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	
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	Article 1678 B.J.C. sets out the default rules for notification. Parties may agree on the manner of notification. Notification may be done validly in an electronic manner. However, in such case, an original must be transmitted subsequently (Article 1713, § 8 B.J.C.).
IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	N/A	
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.	N/A	
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	Article 1678 B.J.C. sets out the default rules for notification. Parties may

			agree on the manner of notification. Notification may be done validly in an electronic manner. However, in such case, an original must be transmitted subsequently (Article 1713, § 8 B.J.C.).
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	
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.	N/A	
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	Article 1678 B.J.C. sets out the default rules for notification. Parties may agree on the manner of notification.
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	
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	There are no statutory rules on assistance by arbitral tribunals with enforcement post-notification.
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> ?	N/A	
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.	N/A	
IV.12	Is there any time limit established for notification purposes?	NO	The obligation of notification in Article 1713, § 8 B.J.C., while not subject to a formal time limit, should be complied with without

			undue delay.
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.	N/A	
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?	N/A	
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	The deliberations of the arbitral tribunal, which cover the period until the issuance of the award, are confidential. This rule is part of Belgian national public policy.
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?	N/A	
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 deliberations of the arbitral tribunal, which cover the period until the issuance of the award, are confidential. This rule is part of Belgian national public policy.
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?	N/A	
v.3	Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?	YES	The deliberations of the arbitral tribunal, which cover the period until the issuance of the award, are confidential. This rule is part of Belgian national public

			policy.
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.	N/A	
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?	N/A	
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.	N/A	
V.5	Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?	YES	The arbitral tribunal must be notified to each party (Article 1713, § 8 B.J.C.), but not to others.
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?	NO	
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.	N/A	
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	No statutory rules on the issue exists, other than that the arbitral tribunal may under no circumstances delegate its decision making power. Subject to this requirement, it is submitted that tribunal

			secretaries may assist the arbitral tribunal with drafting appropriate parts of the award, under the strict supervision and control of the arbitral tribunal.
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	
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.		The scope of the arbitral tribunal's role should be discussed with the parties. There are no statutory grounds regulating the issue.
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	
VI.2	Is it required for the award to state the name of the arbitral tribunal secretary?	NO	There is no statutory requirement on this. It is, however, good practice to include the appointment of the tribunal secretary in the section of the award describing the procedural background.
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?	N/A	
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?	N/A	
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?	N/A	
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	NO	There is no statutory ground on this.

	the scope and extent of such assistance?		
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	Awards rendered by arbitral tribunals seated in Belgium must provide reasons (Article 1713, § 4 B.J.C.). A failure to state reasons is a ground for setting aside (Article 1717, § 1(a)(iv) B.J.C.).
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	Pursuant to Article 1713, § 5(a) B.J.C.
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	This is, however, standard practice.
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	This is, however, standard practice.
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?	YES	Pursuant to Article 1713, § 5(e)B.J.C., the award must state the place of arbitration “ <i>determined in accordance with article 1701, § 1.</i> [B.J.C.]”.
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?	YES	Pursuant to Article 1713, § 5(e)B.J.C., the award must state the place of arbitration “ <i>determined in accordance with article 1701, § 1.</i> [B.J.C.]”
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	

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?	N/A	
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?	N/A	
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	This is, however, standard 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?	N/A	
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?	N/A	
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	This is, however, standard 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	This is, however, standard practice.
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?	N/A	
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?	N/A	
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?	N/A	
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	Article 1713, § 5(a) B.J.C. requires that the award states the “names and domiciles of the arbitrators”. In practice, it is accepted that arbitrators list only their work address. There is no requirement to list an arbitrator’s nationality.

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	This is, however, standard practice.
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	This is, however, standard practice.
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?	YES	Article 1715, § 5(c) B.J.C. requires that the award contains the “ <i>object of the dispute</i> ”. It is standard practice for tribunals seated in Belgium to include a chronology of the events that led to the dispute accordingly.
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	This is, however, standard practice.
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	It is, however, standard practice to indicate relevant steps in the award.
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	It is, however, standard practice to indicate applicable time limits and/or extensions in the award.
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	This is, however, standard practice. In case of dispute, the supervising court, is however, not bound by the arbitral tribunal’s qualification.
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?	N/A	
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	This is, however, standard practice.
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?	N/A	

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?	N/A	This is not required by law, but standard practice.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	This is not required by law, but standard practice.
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?	N/A	This is not required by law, but standard practice.
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?	N/A	This is not required by law, but standard practice.
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?	N/A	This is not required by law, but standard practice.
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?	N/A	This is not required by law, but standard practice.
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?	N/A	This is not required by law, but standard practice.
VII.4	If the award follows a prior award, is it required for the newer award to make reference to the prior award?	NO	This is not required by law, but standard practice.
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?	N/A	It is standard practice to include the procedural history of the prior award by reference.
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?	N/A	It is standard practice to include the procedural history of the prior award by reference.
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?	N/A	This is not required by law, but standard practice.
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?	N/A	This is uncommon in practice.

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?	N/A	This is uncommon in practice.
VII.5	Is it required for the basis upon which the arbitral tribunal’s jurisdiction is grounded to be included in the award?	NO	This is not required by law, but standard practice.
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?	YES	In this hypothesis, this becomes part of the object of the dispute, which must be included in the award (Article 1713, § 5(c) B.J.C.).
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?	YES	The award must provide reasons (Article 1713, § 4 B.J.C.).
VII.6	Is it required for the award to recite the parties’ request for relief?	YES	The object of the dispute must be included in the award (Article 1713, § 5(c) B.J.C.).
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	The object of the dispute must be included in the award (Article 1713, § 5(c) B.J.C.).
VII.7	Is it required for the award to identify the issues to be decided by the arbitral tribunal?	NO	It is, however, standard practice to refer to these issue in one form or another.
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?	N/A	
VII.8	Is it required for the award to contain an account of the relevant facts of the dispute?	YES	The object of the dispute must be included in the award (Article 1713, § 5(c) B.J.C.).
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?	NO	It is not common practice to operate a strict separation between facts that are agreed or disputed.

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?	YES	The award must provide reasons (Article 1713, § 4 B.J.C.).
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?	YES	The object of the dispute must be included in the award (Article 1713, § 5(c) B.J.C.). The manner on which to do this, is, however, left to the discretion of the arbitral tribunal.
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)?	NO	
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?	YES	
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?	NO	
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	The object of the dispute must be included in the award (Article 1713, § 5(c) B.J.C.).
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	The award must provide reasons (Article 1713, § 4 B.J.C.).
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	The object of the dispute must be included in the award (Article 1713, § 5(c) B.J.C.).
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	The award must provide reasons (Article 1713, § 4 B.J.C.).
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.	N/A	
VII.15	Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?	NO	However, Belgian arbitrators who are a member of a Belgian bar, are subject to professional reporting duties applicable to lawyers.
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.	N/A	
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	Awards rendered by arbitral tribunals seated in Belgium must provide reasons (Article 1713, § 4 B.J.C.). A failure to state reasons is a ground for setting aside (Article 1717, § 1(a)(iv) B.J.C.).
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	YES	
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.		It is established case law that arbitral tribunals must address every ground, but not every individual argument.
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?		There is no statutory requirement, but this is standard practice.
VIII.2	Is the arbitral tribunal required to address each of the parties' main arguments on each issue?	NO	It is established case law that arbitral tribunals must address every ground, but not every individual argument.

VIII.3	Is it permitted for the award to be issued without reasons?	NO	A failure to state reasons is a ground for setting aside (Article 1717, § 1(a)(iv) B.J.C.).
VIII.4	Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?	NO	An <i>ex aequo et bono</i> award is possible by the arbitral tribunal “ <i>only if the parties have expressly authorized it to do so.</i> ” (Article 1710, § 3 B.J.C.).
VIII.5	Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?	YES	<i>Iura novit curia</i> applies to Belgian state courts. The scope and application of this principle to arbitration is debated. Issues of law are not considered to be matters of evidence.
VIII.5.a	If your answer to question VIII.5 is yes, is it customary to apply the principle of <i>iura novit curia</i> ?		There is no reported case law on this issue. Tribunals will typically approach this issue with caution.
VIII.4.b	If your answer to question VIII.5 is yes, to what extent is the arbitral tribunal allowed to apply such principle?		Tribunals should not make surprise decisions and submit issues of law to the parties to give them the opportunity to present their case on these issues.
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	Article 1713, § 1 B.J.C. requires the arbitral award to contain a final decision on some or all decisions in dispute. There are, however, no obligations of form as to where or how such findings or decisions must feature in the award. For purposes of enforcement, it is, however, best practice to at least set out the operative part in a

			separate dispositive section at the end of the arbitral award.
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	There are no requirements of form. This is, however, standard practice.
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.	N/A	
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	This is, however, standard practice.
IX.3	Are arbitrators allowed to include in the award injunctive relief?	YES	The arbitral tribunal may order a party “to pay a penalty” in accordance with Articles 1385 bis through octies B.J.C. (Article 1713, § 7 B.J.C.).
IX.4	Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?	YES	This is a substantive issue, which is not addressed in the Belgian arbitration law. Such an order is permitted, provided that specific performance is permitted under the applicable law.
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	Pursuant to Article 1700, § 5 B.J.C. “[w]ith the exception of applications relating to authentic instruments, the arbitral tribunal shall have the power to rule on applications to verify the authenticity of documents and to rule on allegedly forged documents.” For applications relating to authentic instruments, “the arbitral tribunal shall leave it to the parties to refer the matter to the Court of First Instance within a given time limit”.
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.	N/A	
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	Dissenting opinions are in principle permitted under Belgian law, provided that the secrecy of the deliberations is not violated. However, such dissenting opinions do not have any legal status or value under Belgian law.
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	Dissenting opinions have no legal value under Belgian law, and are not subject to specific statutory provisions.
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	Dissenting opinions have no legal value under Belgian law, and are not subject to specific statutory provisions.
X.2	Are the arbitrators required to address within their reasoning the dissenting opinion?	NO	
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	However, they should do so with caution, to ensure that the secrecy of the deliberation is not exposed.
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	Article 1713, § 3 B.J.C. only requires that, if an arbitrator does not sign the award, " <i>the reason for any omitted signature is stated</i> ".
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	N/A	

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	While there is no statutory ground, this is best practice.
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.	N/A	
XII.2	Is the arbitral tribunal permitted to indicate post-award interests?	YES	This is a substantive issue which is not addressed in the Belgian arbitration law. Such an order is permitted, provided that post-award interest are permissible under the applicable law.
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?	YES	This is a substantive issue which is not addressed in the Belgian arbitration law. Such an order is permitted, provided that pre-award interest are permissible under the applicable law.
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.	N/A	
XIII. Award of costs		(Yes/ No /NA)	Additional comments, if any.

		(NA)	
XIII.1	In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?	NO	This is, however, general practice. Article 1713, § 6 B.J.C., provides that "[t]he final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties. Unless otherwise agreed by the parties, these costs shall include the fees and expenses of the arbitrators, the fees and expenses of the parties' counsel and representatives, the costs of services rendered by the instances in charge of the administration of the arbitration and all other expenses arising from the arbitral proceedings."
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?	YES	
XIII.2	In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?	NO	This is, nonetheless, permitted.
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	
XIII.3	In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?	NO	This is, nonetheless, permitted.
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	This is, nonetheless, permitted.
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	

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	Pursuant to Article 1713, § 6 B.J.C., re arbitration costs “ <i>these costs shall include the fees and expenses of the arbitrators</i> ”.
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?	N/A	
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?	YES	
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?	N/A	
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.	N/A	
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	Article 1713 B.J.C. puts forward substantive requirements for arbitral awards, but leaves maximum discretion to the arbitral tribunal on how to achieve this.

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)?	N/A	
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.	N/A	
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	Awards typically contain introduction, recitals, procedural background, factual background, reasoning and operative part.
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.	N/A	
XIV.3	Is it required to address jurisdiction before substance?	NO	Jurisdiction may e.g. be addressed as part of the merits.
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	Although this is common practice.
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 specifics issues depend 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	Although this is common practice.
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?	N/A	
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	Tribunals will typically only refer to exhibits that are relevant for its decision.
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?	N/A	
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	Tribunals will typically only refer to exhibits that are relevant for its decision.
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?	N/A	
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	Tribunals will typically only refer to exhibits that are relevant for its decision.
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	Arbitral tribunals may refer to the parties' submissions. The manner, extent and form is fully at the arbitral tribunal's discretion.
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?	N/A	The manner, extent and form is fully at the arbitral tribunal's discretion.
XV.6	Is it permitted to cite in the award judicial precedents that were not cited by the parties?	YES	This is part of the <i>ius novit curia</i> discussion, the extent and application of which is debated.
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?	N/A	There is no case law on the issues. Tribunals will presumably approach this issue with caution.
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	This is part of the <i>ius novit curia</i> discussion, the extent and application of which is debated.

XVI. Use of annexes and diagrams		(Yes/ No /NA)	Additional comments, if any.
XVI.1	Are annexes to the award permitted?	YES	
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	N/A	There are no statistics on this issue. Arbitral tribunals have discretion to append annexes to the arbitral award in light of the requirements of the adjudication of the case.
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?	N/A	There are no statistics on this issue. Arbitral tribunals have discretion to use tables, diagrams, flow charts etc in the arbitral award in light of the requirements of the adjudication of the case.
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	N/A	