

# ARBITRATION

## Netherlands



# Arbitration

Consulting editors

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*Macfarlanes LLP*

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Quick reference guide enabling side-by-side comparison of local insights, including into applicable laws, conventions and treaties, and prominent local arbitral institutions; arbitration agreements; constitution, jurisdiction and competence of arbitral tribunals; arbitral proceedings; interim measures and sanctioning powers; awards; proceedings subsequent to issuance of award; influence of local legal traditions on arbitrators; professional or ethical rules; third-party funding; regulation of activities.

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## LAWS AND INSTITUTIONS

### Multilateral conventions relating to arbitration

Is your jurisdiction a contracting state to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Since when has the Convention been in force? Were any declarations or notifications made under articles I, X and XI of the Convention? What other multilateral conventions relating to international commercial and investment arbitration is your country a party to?

The New York Convention (NYC) has been in force in the Netherlands since 1964, subject to the reservation that only awards made in another contracting state are to be recognised and enforced in accordance with article I(3).

Since 1996, the Netherlands is also party to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention), which provides for the recognition and enforcement of ICSID arbitral awards.

Finally, the Belgian-Dutch Enforcement Treaty of 1925 (Stb. 1929, 405) applies because of the more-favourable-right provision under article VII of the NYC, which recognises the conditions under the Treaty that are less onerous than those under the NYC.

*Law stated - 14 August 2023*

### Bilateral investment treaties

Do bilateral investment treaties exist with other countries?

There are 80 bilateral investment treaties in existence between the Netherlands and another country, 75 of which have entered into force. The list of countries is available online at the [United Nations website](#).

*Law stated - 14 August 2023*

### Domestic arbitration law

What are the primary domestic sources of law relating to domestic and foreign arbitral proceedings, and recognition and enforcement of awards?

The statutory provisions on arbitration are codified in Book IV of the Code of Civil Procedure (DCCP). These rules have been revised in 1986 and 2015 and are collectively referred to in English as the 'Dutch Arbitration Act' or 'Dutch arbitration law'.

The Dutch Arbitration Act does not distinguish between domestic and international arbitrations seated in the Netherlands. Both are covered by Title One of Book IV of the DCCP (articles 1020-1073 DCCP). Therefore, and unlike other jurisdictions, one regime applies to both domestic and international arbitrations seated in the Netherlands. The Dutch Arbitration Act does, however, provide for a separate regime relating to arbitrations seated outside the Netherlands (Title Two, articles 1074-1077 DCCP).

*Law stated - 14 August 2023*

## Domestic arbitration and UNCITRAL

Is your domestic arbitration law based on the UNCITRAL Model Law? What are the major differences between your domestic arbitration law and the UNCITRAL Model Law?

The Dutch Arbitration Act 1986 was considerably influenced by both the UNCITRAL Arbitration Rules of 1976 and the UNCITRAL Model Law of 1985. The Dutch Arbitration Act, as revised in 2015, is based even stronger on the UNCITRAL Model Law. However, the UNCITRAL Model law has not been adopted one on one as has been done in other jurisdictions.

*Law stated - 14 August 2023*

## Mandatory provisions

What are the mandatory domestic arbitration law provisions on procedure from which parties may not deviate?

Dutch arbitration law acknowledges the principle of party autonomy. Article 1036(1) DCCP states that:

Without prejudice to the provisions of mandatory law in this title, the arbitral proceedings shall be conducted in the manner agreed by the parties. Insofar as the parties have not made provision for the arbitral proceedings, they shall, without prejudice to the provisions in this title, be conducted in the manner determined by the arbitral tribunal .

Provisions in the Dutch Arbitration Act are of mandatory law, unless the provision explicitly states 'unless the parties have agreed otherwise', or wording with the same effect. For example, the following (non-exhaustive) list of provisions under the DCCP are mandatory law:

- equal treatment of the parties, article 1036(2);
- the arbitral tribunal consists of an odd number of arbitrators (1026(2) DCCP); and
- form and content requirements of an arbitral award (1057 DCCP).

*Law stated - 14 August 2023*

## Substantive law

Is there any rule in your domestic arbitration law that provides the arbitral tribunal with guidance as to which substantive law to apply to the merits of the dispute?

Under Dutch law, conflict of law provisions can be found in private international law as codified in Book X DCCP and in the Rome I Regulation. In principle, the parties' choice of law is decisive. The Dutch Arbitration Act provides that the arbitral tribunal must make its award in accordance with the law chosen by the parties (article 1054(2) DCCP). This choice of substantive law need not be made in the arbitration agreement itself. It can be agreed upon in the main agreement, in the general terms and conditions or in another agreement entered into before or after the main agreement.



Second, if no choice of law is made, the arbitral tribunal may, under article 1054(2) DCCP, base its award on the substantive rule of law that it considers appropriate. And, while Dutch arbitration law is based on the principle of *voie directe*, in practice, rules of international private law have been generally applied in cases where no choice of law is made.

*Law stated - 14 August 2023*

## Arbitral institutions

### What are the most prominent arbitral institutions situated in your jurisdiction?

The NAI (<https://www.nai-nl.org/en/>) is the most relevant to international arbitration. In selecting arbitrators, the NAI relies on a list of approximately 500 potential arbitrators. There is a set selection procedure, but parties are free to depart from it. The arbitrators charge by the hour. The average arbitration takes approximately nine months.

Nederlands Arbitrage Instituut

Secretariaat NAI

Weena 505

3013 AL Rotterdam

The Netherlands

The Permanent Court of Arbitration (<https://pca-cpa.org/en/home/>) is particularly known for investor-state and state-to-state arbitration. It is based in The Hague.

Peace Palace

Carnegieplein 2

2517 KJ The Hague

The Netherlands

The Arbitration board for the building industry ([www.raadvanarbitrage.nl](http://www.raadvanarbitrage.nl)) hears more than 600 construction-related cases each year and employs more than 100 arbitrators (of which 80 are technical experts with a background in engineering, and 20 legal professionals).

Godebaldkwartier 407

kantoorgebouw Janssoenborch

3511 DT Utrecht

The Netherlands

The following three Dutch organisations also provide arbitration services relating to specific commercial sectors:

- shipping and transport: UNUM, <https://unum.world/arbitration/>;



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- metal industry: Council of Arbitration for the Metal Industry and Metal Trade Foundation, <https://sramh.nl/>;
- IT, privacy and security: Foundation for the Settlement of Automation Disputes (SGOA), [www.sgoa.eu](http://www.sgoa.eu).<sup>[HS1]</sup>

Furthermore, the Netherlands has other organisations that specialise in arbitration involving particular commodities, including oil, grain, seeds, tulip bulbs, hides and leather. Finally, several binding advice procedures exist, often aimed at consumers (for example the Dutch Foundation for Consumer Complaints Boards or the Dutch Institute for Financial Disputes).

*Law stated - 14 August 2023*

## ARBITRATION AGREEMENT

### Arbitrability

Are there any types of disputes that are not arbitrable?

Arbitration is prohibited for certain types of disputes. Article 1020(3) DCCP states that the arbitration agreement shall not serve to determine legal consequences that are not within the autonomy of the parties to agree, for example, matters relating to family law, bankruptcy law and certain issues of intellectual property law. These types of disputes, which are considered to concern matters of public policy, must, therefore, be brought before the state courts.

*Law stated - 14 August 2023*

### Requirements

What formal and other requirements exist for an arbitration agreement?

ECHR case law provides that parties may waive certain rights under article 6(1) ECHR (such as access to a state court as a result of an arbitration agreement), insofar as the waiver is expressed 'freely, lawfully and in an unequivocal manner' (ECHR, 2 October 2018, *Mutu and Pechstein v Switzerland*).

In principle, Dutch law does not prescribe any formal requirements. An oral agreement may constitute a valid arbitration agreement, as long as it meets the ECHR criteria mentioned above. However, under article 1021 DCCP, if the existence and validity of the agreement is contested, a written document is required as proof. Pursuant to article 1020(5) DCCP, an arbitration clause in a set of general terms and conditions, articles of association or binding rules may constitute a valid arbitration agreement.

*Law stated - 14 August 2023*

### Enforceability

In what circumstances is an arbitration agreement no longer enforceable?

Under article 1053 DCCP, an arbitration agreement is a separate agreement. Under this severability principle, the termination by one of the parties of a contract containing an arbitration agreement will not result in the unenforceability of the arbitration agreement. Similarly, an annulled or voided contract will not necessarily result in the unenforceability of the arbitration agreement within that contract.

Under Dutch insolvency law, a party's insolvency will not result in the unenforceability of the arbitration agreement. Similarly, a party's death does not influence the enforceability of the arbitration agreement.

If the arbitration agreement does not qualify as a valid agreement, it is not enforceable. For example, if an arbitration

agreement violates mandatory statutory provisions, public policy or reasonableness and fairness, the agreement could be void or voidable.

An arbitration agreement included in terms and conditions that apply between a company and a consumer is, in principle, voidable (article 6:236(n) DCC).

*Law stated - 14 August 2023*

### **Separability**

Are there any provisions on the separability of arbitration agreements from the main agreement?

Under article 1053 DCCP, an arbitration agreement is a separate agreement. Under this severability principle, the termination by one of the parties of a contract containing an arbitration agreement will not result in the unenforceability of the arbitration agreement. Similarly, an annulled or voided contract will not necessarily result in the unenforceability of the arbitration agreement within that contract.

*Law stated - 14 August 2023*

### **Third parties – bound by arbitration agreement**

In which instances can third parties or non-signatories be bound by an arbitration agreement?

Generally, an arbitration agreement binds only the parties to that agreement. However, the legal successor of a party is bound by the agreement. Parties can be held bound in cases of subrogation or assignment of contract. Also, bankruptcy trustees and claim vehicles in class action proceedings can be bound to an arbitration agreement.

*Law stated - 14 August 2023*

### **Third parties – participation**

Does your domestic arbitration law make any provisions with respect to third-party participation in arbitration, such as joinder or third-party notice?

Dutch arbitration law allows a third party who has an interest in the arbitral proceedings to participate as a party or intervenor. After a written request of a third party, the tribunal can allow that party to join or intervene in the proceedings, provided that the same arbitration agreement as between the original parties applies or has entered into force between the parties and the third party (article 1045 DCCP).

*Law stated - 14 August 2023*

### **Groups of companies**

Do courts and arbitral tribunals in your jurisdiction extend an arbitration agreement to non-signatory parent or subsidiary companies of a signatory company, provided that the non-signatory was somehow involved in the conclusion, performance or termination of the contract in dispute, under the 'group of companies' doctrine?

The 'group of companies' principle is scarcely ever recognised in the Netherlands. It would likely be applied only in exceptional cases.

## Multiparty arbitration agreements

### What are the requirements for a valid multiparty arbitration agreement?

There are no specific provisions in Dutch arbitration law pertaining to multiparty arbitration. Hence, the requirements for a multiparty arbitration agreement are the same as for a two-party arbitration agreement.

Law stated - 14 August 2023

## Consolidation

### Can an arbitral tribunal in your jurisdiction consolidate separate arbitral proceedings? In which circumstances?

Article 1046 DCCP provides that if two or more related disputes have been commenced before arbitral tribunals in the Netherlands, any party may request that a third person designated to that end by the parties order consolidation with other arbitral proceedings pending within or outside the Netherlands. In the absence of a third person designated to that end, the provisional relief judge of the Amsterdam district court may be requested to order consolidation.

Law stated - 14 August 2023

## CONSTITUTION OF ARBITRAL TRIBUNAL

### Eligibility of arbitrators

#### Are there any restrictions as to who may act as an arbitrator? Would any contractually stipulated requirement for arbitrators based on nationality, religion or gender be recognised by the courts in your jurisdiction?

Any natural person with legal capacity may be appointed an arbitrator. Article 1023 DCCP provides that no person is precluded from appointment by reason of nationality, unless the parties agree otherwise.

An arbitrator is required by article 1033 DCCP to be independent and impartial. Thus, a foreign arbitrator can be appointed to arbitrate an international arbitration in the Netherlands, as long as the parties agree to this, and the arbitrator is independent and impartial.

National guidelines on impartiality and ancillary positions for judges explicitly allow active or retired judges to act as arbitrators, unless the proper administration of justice or confidence in the administration of justice is damaged.

Law stated - 14 August 2023

### Background of arbitrators

#### Who regularly sit as arbitrators in your jurisdiction?

Most arbitrators are lawyers, former lawyers, law professors, retired judges or (technical) experts in a particular field.

The NAI, for example, aims to create more gender diversity in appointments made by the NAI itself. Statistics published by the NAI on its website show that 53 per cent of the arbitrators appointed directly by the NAI in 2022 are female. By contrast, 39 per cent of the arbitrators appointed through the list procedure are female, and 31 per cent of arbitrators

are female when parties (or co-arbitrators) appointed the arbitrators.

*Law stated - 14 August 2023*

### **Default appointment of arbitrators**

**Failing prior agreement of the parties, what is the default mechanism for the appointment of arbitrators?**

Under article 1026(2) DCCP, a district court preliminary relief judge may determine the number of arbitrators if the parties have not agreed on the number, or if the agreed method for determining that number is not carried out and the parties cannot reach an agreement. The parties may also entrust the appointment of an arbitrator to a third party. If no method of appointment is agreed on, an arbitrator is appointed by consensus of the parties, under article 1027(1) DCCP.

An appointment that has not already been made must be made within two months after the commencement of the arbitration. The period for making an appointment can be extended to three months if at least one of the parties is domiciled, or has their actual residence, outside the Netherlands. The parties are free to agree to shorten or extend these periods under article 1027(2) DCCP.

If the appointment of an arbitrator is not made within the aforementioned period of two (or three) months, a district preliminary relief judge will, at the request of either party, make the appointment after giving the other party an opportunity to be heard (see article 1027(3) DCCP).

The NAI Arbitration Rules (article 14) provide for an appointment mechanism if parties fail to agree on the mutual appointment of arbitrators in NAI arbitration proceedings. The NAI provides each party with an identical list of persons' names with at least three names if a sole arbitrator is to be appointed and at least nine names if three arbitrators are to be appointed. A party may delete the names of persons against whom this party has strong objections and may number the remaining names in order of preference. The NAI may directly appoint one or several other persons as arbitrators if the 'list procedure' does not result in the appointment of the arbitrator or arbitrators.

*Law stated - 14 August 2023*

### **Challenge and replacement of arbitrators**

**On what grounds and how can an arbitrator be challenged and replaced? Please discuss in particular the grounds for challenge and replacement, and the procedure, including challenge in court. Is there a tendency to apply or seek guidance from the IBA Guidelines on Conflicts of Interest in International Arbitration?**

An arbitrator may be challenged if there is justifiable doubt about their impartiality or independence. According to article 1035a DCCP, an arbitral tribunal secretary may be challenged on the same grounds.

Under article 1033(2) DCCP, a party may challenge an arbitrator appointed by that party only on grounds that the party becomes aware of after the appointment is made. Furthermore, a party that agrees to the appointment of a specific arbitrator by a third party or a district court preliminary relief judge may not later challenge that arbitrator unless the party becomes aware of the ground for challenge only later (article 1033(3) DCCP).

Under article 1035(5) DCCP, a tribunal may suspend the arbitral proceedings on receipt of a challenge. If the challenged arbitrator does not withdraw within two weeks after the day of receipt of the notification, any party may apply to a district court preliminary relief judge to decide on the merits of the challenge under article 1035(2) DCCP. If the challenged arbitrator withdraws, or if the challenge is upheld by the district court preliminary relief judge, the arbitrator is (unless the parties have agreed otherwise) replaced in accordance with the rules governing their initial appointment

(article 1035(3) DCCP). Finally, the parties may provide by agreement for the handling of a challenge request by an independent third person other than the provisional relief judge of the district court (article 1035(7) DCCP).

Additionally, although the IBA Guidelines on Conflicts of Interest in International Arbitration are non-binding, they are generally considered by the courts when deciding on the impartiality and independence of an arbitrator.

*Law stated - 14 August 2023*

### **Relationship between parties and arbitrators**

What is the relationship between parties and arbitrators? Please elaborate on the contractual relationship between parties and arbitrators, neutrality of party-appointed arbitrators, remuneration and expenses of arbitrators.

Article 1029(2) DCCP provides that once an arbitrator accepts his or her mandate (or role as arbitrator), they may be released from this only if the parties so agree, or by a third person designated by the parties (or in the absence thereof, by a district court provisional relief judge).

Regarding costs, the arbitral tribunal generally requests that a party making a claim or counterclaim pay a deposit to cover fees and expenses. Under the NAI Arbitration Rules, the NAI holds and administers the advances. Article 55 of the NAI Arbitration Rules explicitly provides for the payment of a deposit for costs. The arbitrator's fees and disbursements (including, for example, the costs of the secretary, technical assistance and an interpreter) are paid from this deposit. An arbitral tribunal may suspend the claim or counterclaim proceedings if the deposit is not paid on request.

*Law stated - 14 August 2023*

### **Duties of arbitrators**

What are arbitrators' duties of disclosure regarding impartiality and independence throughout the arbitral proceedings?

Arbitrators must be impartial and independent. Dutch arbitration law prescribes that a person who is either approached in connection with their possible appointment as an arbitrator, or has already been appointed as an arbitrator, shall, if they presume that they could be challenged, disclose in writing the existence of these possible grounds to the parties or to the person who approached them (article 1034(1) and (2) DCCP). An arbitrator who, during the arbitral proceedings, suspects that he could be challenged, shall communicate the same in writing to the parties, mentioning the suspected reasons for challenge, and, if the arbitral tribunal consists of multiple arbitrators, to the co-arbitrators. (article 1034(3) DCCP).

The mere appearance of an arbitrator not being impartial or independent may result in a successful challenge (Dutch Supreme Court, 18 February 1994, Nordstrom v Nigoco ). If the arbitral tribunal is assisted by a secretary, these rules also apply to the secretary (article 1035a DCCP). These rules apply equally in both national and international arbitrations.

*Law stated - 14 August 2023*

### **Immunity of arbitrators from liability**

To what extent are arbitrators immune from liability for their conduct in the course of the arbitration?

Dutch arbitration law does not contain any provision regarding the liability of arbitrators. However, under Dutch case law the courts have found arbitrators to be liable in certain restrictive circumstances. The Supreme Court ruled that arbitrators can only be held personally liable if they acted intentionally or knowingly in a reckless manner or with evident gross neglect in the proper performance of duty (Dutch Supreme Court 4 December 2009, Greenworld ). In a judgment of 2016, the Supreme Court held that this liability standard does not only apply to the substance of the case, but also to procedural rules not being followed (Dutch Supreme Court, 30 September 2016, Qnow ).

Arbitration rules often contain provisions regarding liability, see, for example, article 61 of the NAI Arbitration Rules , which provide for a limitation of liability.

The Convention concerning the Headquarters of the Permanent Court of Arbitration between the PCA and the Netherlands contains several immunity and privilege provisions for participants in proceedings and officials of the PCA.

*Law stated - 14 August 2023*

## **JURISDICTION AND COMPETENCE OF ARBITRAL TRIBUNAL**

### **Court proceedings contrary to arbitration agreements**

What is the procedure for disputes over jurisdiction if court proceedings are initiated despite an existing arbitration agreement, and what time limits exist for jurisdictional objections?

A court before which an action is brought will generally decline jurisdiction to hear a matter which is the subject of a valid arbitration agreement where a party invokes the existence of the arbitration agreement before submitting its defence (article 1022 DCCP).

The fact that an arbitration agreement has been concluded does not preclude parties from applying to the court for conservatory interim measures, preliminary witness examination, a preliminary expert report or a preliminary site visit, or from applying to the district court for interim relief or for a decision in summary proceedings (articles 1022a, 1022b and 1074a, 1074b DCCP). The court will only assume jurisdiction if the requested decision cannot, or not in a timely manner, be obtained by way of arbitral proceedings (articles 1022c and 1074d DCCP).

The above principles will be applied by the Dutch courts in respect of arbitrations that are seated in the Netherlands (article 1022 DCCP) or outside the Netherlands (article 1074 DCCP).

*Law stated - 14 August 2023*

### **Jurisdiction of arbitral tribunal**

What is the procedure for disputes over jurisdiction of the arbitral tribunal once arbitral proceedings have been initiated, and what time limits exist for jurisdictional objections?

Article 1052(1) DCCP provides that an arbitral tribunal has the power to determine its own jurisdiction or the lack thereof ( kompetenz-kompetenz ). A party must raise its objections to the arbitral tribunal's jurisdiction on the ground that there is no valid arbitration agreement before submitting its defence, on pain of forfeiting its right to rely on this later, in the arbitral proceedings or before the court (article 1052(2) DCCP).

Dutch state courts ultimately make the final decision on jurisdiction of tribunals (article 1065(1a) DCCP).

*Law stated - 14 August 2023*

## Distinction between admissibility and jurisdiction of tribunal

Is there a distinction between challenges as to the admissibility of a claim and as to the jurisdiction of the tribunal?

Dutch law differentiates between admissibility of claims and the jurisdiction of the tribunal. If a party, for example, fails to timely lodge an appeal in arbitration proceedings (if the parties agreed to arbitral appeal in accordance with article 1061a et seq DCCP), that party's claims are not admissible.

The jurisdiction of the arbitral tribunal, on the other hand, may be affected by the arbitration agreement's invalidity or the irregularity of a tribunal's constitution (article 1052 (2) and (3) DCCP). A party must raise its objections to the jurisdiction of the arbitral tribunal on the ground that there is no valid arbitration agreement before submitting its defence, on pain of forfeiting its right to rely on this later, in the arbitral proceedings or before the court (article 1052(2) DCCP). Article 1052(1) DCCP provides that an arbitral tribunal has the power to determine its own jurisdiction (or the lack thereof).

*Law stated - 14 August 2023*

## ARBITRAL PROCEEDINGS

### Place and language of arbitration, and choice of law

Failing prior agreement of the parties, what is the default mechanism for the place of arbitration and the language of the arbitral proceedings? How is the substantive law of the dispute determined?

There is no default mechanism for determining the language of the arbitral proceedings.

Under article 1054(2) DCCP, the arbitral tribunal must make its award in accordance with the law chosen by the parties. This choice of substantive law does not necessarily have to be made in the arbitration agreement itself. It can be agreed upon in the main agreement, in the general terms and conditions or in another agreement entered into before or after the main agreement.

The place of arbitration is determined by agreement between the parties, or, failing such agreement, by the arbitral tribunal (aArticle 1037(1) DCCP). If the place of arbitration has not been determined by either the parties or the arbitral tribunal, the place where the award was rendered (as stated in the award) shall be deemed to be the place of arbitration (aArticle 1037(2) DCCP).

If no choice of law is made, the arbitral tribunal may, under article 1054(2) DCCP, base its award on the substantive rule of law that it considers appropriate. And, while Dutch arbitration law is based on the principle of *voie directe*, in practice, rules of international private law have been generally applied in cases where no choice of law is made.

*Law stated - 14 August 2023*

### Commencement of arbitration

How are arbitral proceedings initiated?

If the parties have agreed to an arbitration clause, the arbitration is deemed to commence on the day a party receives a written notice from the other party stating that the other party is commencing arbitration. The notice must contain a description of the matters submitted to arbitration (article 1025(1) DCCP).



If the parties have not agreed to an arbitration clause, the arbitration is deemed to commence on the day of entry into a 'submission agreement', unless the parties have agreed to a different method of commencement (article 1024(2) DCCP). Like the notice of arbitration, the submission agreement must contain a description of the matters submitted to arbitration (article 1024(1) DCCP).

If the parties have agreed that the arbitration rules of a specific arbitration institution apply, proceedings are commenced in accordance with these rules. For instance, article 7(1) of the NAI Arbitration Rules provides that an arbitration commences by filing a request for arbitration with the NAI Secretariat.

*Law stated - 14 August 2023*

## Hearing

### Is a hearing required and what rules apply?

The arbitral tribunal will, at the request of any of the parties or of its own motion, give the parties the opportunity to explain their case at an oral hearing, unless the parties have agreed otherwise (article 1038b DCCP). Thus, parties can waive their right to a hearing and opt for a 'documents only' procedure. The NAI Arbitration Rules also stipulate that the arbitral tribunal shall provide for an oral hearing, unless the parties waive that possibility (article 25 NAI Arbitration Rules). This is, of course, without prejudice to the principle to hear both sides (article 1036(2) DCCP).

*Law stated - 14 August 2023*

## Evidence

### By what rules is the arbitral tribunal bound in establishing the facts of the case? What types of evidence are admitted and how is the taking of evidence conducted?

The arbitral tribunal is free to determine the rules of evidence, the admissibility of evidence, the allocation of the burden of proof and the assessment of evidence, unless the parties have agreed otherwise (article 1039(1) DCCP).

Article 1040(1) DCCP provides that the statement of claim and the statement of defence shall, to the extent possible, be accompanied by the exhibits on which the parties rely, unless the parties agree otherwise.

The tribunal may, at the request of one of the parties or on its own initiative, order the inspection of a copy of, or an excerpt from, specific documents relating to the dispute from the party that possesses these records unless the parties have agreed otherwise. The tribunal determines the conditions subject to which inspection of, copies of or excerpts from records will be provided (article 1040(2) DCCP).

Article 1041(1) DCCP provides that the tribunal may, either at the request of one of the parties or on its own initiative, order parties to provide evidence by means of hearing witnesses and experts unless otherwise agreed by the parties. The tribunal can determine the time and place of the examination and also the manner in which it is to be conducted (article 1041(3) DCCP). Cross-examination as conducted in Anglo-American jurisdictions is not common in domestic arbitrations in the Netherlands, and is mainly used in international arbitrations, frequently while applying the International Bar Association Rules on the Taking of Evidence in International Arbitration.

*Law stated - 14 August 2023*

## Court involvement

## In what instances can the arbitral tribunal request assistance from a court, and in what instances may courts intervene?

Generally, once an arbitration commences and arbitrators are appointed, parties have little ability to request assistance from a Dutch court until the tribunal issues its final award.

However, the DCCP provides for several provisions regarding the assistance of the local courts. Notwithstanding the arbitration agreement, a party may still request the Dutch national courts to order a conservatory interim measure, render a decision in summary proceedings (article 1022a DCCP), or order a preliminary witness examination, preliminary expert report, preliminary on-site inspection examination, or inspection of a copy of or extract from specific documents (article 1022b DCCP). However, the Dutch court will solely be competent if such decisions cannot, or not in a timely manner, be obtained in arbitral proceedings (article 1022c DCCP). Similar provisions apply for arbitrations seated outside the Netherlands (articles 1074-1074d).

Furthermore, if a witness does not appear voluntarily, or, having appeared, refuses to give evidence, at the request of a party the tribunal may permit (within a time to be determined by the tribunal) that party to apply to the court for interim relief for the appointment of a judge before whom the examination of the witness shall be compelled (article 1041a(1) DCCP). A court can also assist in the appointment of arbitrators (article 1026-1028 DCCP), consolidate the proceedings (article 1046 DCCP) or, upon request of any of the parties, release a tribunal from its mandate if it acts unacceptably slow (article 1029(5) DCCP).

*Law stated - 14 August 2023*

## Confidentiality

### Is confidentiality ensured?

Dutch arbitration law includes no provisions specifically relating to confidentiality. However, it is generally accepted that arbitration is, in principle, confidential. Article 6 of the NAI Arbitration Rules explicitly provides for confidentiality and secrecy.

*Law stated - 14 August 2023*

## INTERIM MEASURES AND SANCTIONING POWERS

### Interim measures by the courts

#### What interim measures may be ordered by courts before and after arbitration proceedings have been initiated?

Notwithstanding the arbitration agreement, a party may still request the Dutch national courts to order a conservatory interim measure, render a decision in summary proceedings (article 1022a DCCP), or order a preliminary witness examination, preliminary expert report, preliminary site inspection or review (article 1022b DCCP). However, the Dutch court will solely be competent if such decisions cannot, or not in a timely manner, be obtained in arbitral proceedings (article 1022c DCCP). Similar provisions apply for arbitrations seated outside the Netherlands (articles 1074-1074d).

*Law stated - 14 August 2023*

### **Interim measures by an emergency arbitrator**

Does your domestic arbitration law or do the rules of the domestic arbitration institutions mentioned above provide for an emergency arbitrator prior to the constitution of the arbitral tribunal?

During pending arbitral proceedings on the merits, the arbitral tribunal may, at the request of any of the parties, grant provisional relief (except for conservatory measures in the form of prejudgment attachments), article 1043b(1) DCCP. An emergency arbitrator may render a decision in the form of an award. However, if a party subsequently commences arbitral proceedings on the merits, the arbitral tribunal is not bound by the findings of the emergency arbitrator. The NAI Arbitration Rules provide for the possibility for summary arbitral proceedings at the request of any of the parties (articles 35 and 36 NAI Arbitration Rules).

*Law stated - 14 August 2023*

### **Interim measures by the arbitral tribunal**

What interim measures may the arbitral tribunal order after it is constituted? In which instances can security for costs be ordered by an arbitral tribunal?

The arbitral tribunal may, at the request of one of the parties, order a range of interim measures. The tribunal does not, however, have the power to order conservatory measures in the form of prejudgment attachments (article 1043b(1) DCCP). Parties can agree that a separate tribunal be appointed, irrespective of whether the arbitral proceedings on the merits are pending, which is vested with the power to award interim relief at the request of one of the parties (article 1043b(2) DCCP). Articles 35 and 36 of the NAI Arbitration Rules make express provision for such summary proceedings in arbitration.

Article 1043b(3) DCCP provides that the arbitral tribunal may require any party to provide sufficient security. This includes security for costs. Arbitral tribunals may order security for costs in relation to requested provisional measures and for a claim or counterclaim submitted in proceedings on the merits. Dutch arbitration law does not provide any conditions that have to be met. It follows from case law that tribunals take into consideration whether the other party's financial situation deteriorated or will (further) deteriorate, and/or whether the party that claims security no longer has the security it previously did have (NAI 30 August 2013, Case No. 4025, paragraph 41).

*Law stated - 14 August 2023*

### **Sanctioning powers of the arbitral tribunal**

Pursuant to your domestic arbitration law or the rules of the domestic arbitration institutions mentioned above, is the arbitral tribunal competent to order sanctions against parties or their counsel who use 'guerrilla tactics' in arbitration? May counsel be subject to sanctions by the arbitral tribunal or domestic arbitral institutions?

Dutch arbitration law does not specifically provide for sanctions against parties or their counsel. However, article 1036(1) DCCP stipulates that, unless the parties have agreed otherwise, the arbitral proceedings shall be conducted in the manner determined by the arbitral tribunal. Furthermore, article 1036(3) DCCP and the NAI Arbitration Rules (article 21(3)) provide that the arbitral tribunal shall guard against unreasonable delay of the proceedings and, if necessary, take measures. This provides the tribunal with a basis to impose sanctions, if considered necessary.

If a party does not act with integrity and, for example, commits fraud during the arbitration, this could be grounds for setting aside the award (article 1065(1e) DCCP).

*Law stated - 14 August 2023*

## AWARDS

### Decisions by the arbitral tribunal

Failing party agreement, is it sufficient if decisions by the arbitral tribunal are made by a majority of all its members or is a unanimous vote required? What are the consequences for the award if an arbitrator dissents?

Pursuant to article 1057(1) DCCP, an arbitral tribunal's decision requires a majority of votes if the tribunal is composed of more than one arbitrator, unless the parties have agreed otherwise. The Dutch Arbitration Act does not prohibit dissenting or concurring opinions. Dissenting opinions are relatively rare in practice. The Dutch Supreme Court held, in its decision of 5 December 2008, NJ 2009/6, that a dissenting opinion does not form part of the award.

*Law stated - 14 August 2023*

### Dissenting opinions

How does your domestic arbitration law deal with dissenting opinions?

It is possible to issue a dissenting opinion, especially in international cases. However, in its decision of 5 December 2008, NJ 2009/6, the Dutch Supreme Court held that a dissenting opinion does not form part of the award. Dissenting opinions are relatively rare in practice. The NAI Arbitration Rules (article 43(4)) provide that dissenting arbitrators may express their opinion in a separate document, which does not form part of the award.

*Law stated - 14 August 2023*

### Form and content requirements

What form and content requirements exist for an award?

The award must be in writing and signed by the arbitrator or arbitrators (article 1057(2), DCCP).

In all cases, the award must also contain the decision and (article 1057(4), DCCP):

- the names and addresses of the arbitrator or arbitrators;
- the names and addresses of the parties;
- the date on which the award is made;
- the place where the award is made; and
- the grounds for the decision.

However, in the case of (1) 'quality arbitrations' or 'commodity arbitrations', (2) the recording of a settlement in the form of an arbitral award or (3) where the parties have agreed in writing that no grounds for the decision shall be given, the award does not need to contain grounds for the decision (article 1057(5) DCCP).

*Law stated - 14 August 2023*

### Time limit for award

Does the award have to be rendered within a certain time limit under your domestic arbitration law or under the rules of the domestic arbitration institutions mentioned above?

No. Under article 1048 DCCP, an arbitral tribunal is free to determine the time for making the award.

*Law stated - 14 August 2023*

### Date of award

For what time limits is the date of the award decisive and for what time limits is the date of delivery of the award decisive?

The moment the award is sent to the parties is decisive for the commencement of numerous time limits. These include the time limit for correction and supplementation (articles 1060(1) and (4) and 1061(1) DCCP) as well as the time limit for arbitral appeal and setting aside proceedings (articles 1061c and 1064a(2) DCCP).

Article 1058(2) DCCP provides that the award shall be deemed to have been sent if four weeks have elapsed after the date of the award. Therefore, the aforementioned time limits are, for the sake of legal certainty, not linked to the actual transmission of the award, but to a legal fiction.

The arbitral tribunal must ensure that the original copy of the award (or a copy certified by an arbitrator, or a third party designated by the parties) is sent to the parties as soon as possible (article 1058(1) DCCP). The mandate of the tribunal ends after the final award has been sent (article 1058(3) DCCP).

The parties can agree that the original award is deposited with the registry of the district court in which district the place of arbitration is located. In this case, the time limit commences after the date of the award.

*Law stated - 14 August 2023*

### Types of awards

What types of awards are possible and what types of relief may the arbitral tribunal grant?

Under article 1049 DCCP, the arbitral tribunal may issue a final award, a partial final award, or an interim award. Although not explicitly provided for in the Dutch Arbitration Act, tribunals may also issue orders.

*Law stated - 14 August 2023*

### Termination of proceedings

By what other means than an award can proceedings be terminated?

Arbitration may end if the parties agree to terminate (article 1031 DCCP).

Arbitration may be terminated by the tribunal at the request of either party, but only after the other party has been heard.

The arbitrators or a third party designated by the parties (or, in the absence thereof, a district court provisional relief judge) may terminate an arbitral tribunal's mandate if the tribunal continues to carry out its mandate in an unacceptably slow manner, despite repeated reminders (article 1029(5) DCCP).

If parties reach a settlement, the arbitral tribunal can, at the joint request of the parties, record the contents of the

settlement in the form of an arbitral award. The tribunal may also refuse this request without giving reasons (article 1069(1), DCCP).

*Law stated - 14 August 2023*

### **Cost allocation and recovery**

How are the costs of the arbitral proceedings allocated in awards? What costs are recoverable?

Dutch arbitration law does not contain provisions to the effect that the unsuccessful party must pay some or all of the costs of the dispute. Article 1036(1) DCCP does, however, provide that the arbitral proceedings shall be conducted in such manner as parties have agreed upon. Therefore, the tribunal is bound by any agreement between the parties as to the costs of the arbitration. Often, the applicable institutional rules will contain provisions on this matter (for example, article 57 NAI Arbitration Rules). In the absence of an agreement between the parties, the tribunal shall determine a cost award (article 1036(1) DCCP).

*Law stated - 14 August 2023*

### **Interest**

May interest be awarded for principal claims and for costs, and at what rate?

If substantive Dutch law applies, the amount payable in the principal claim is often subject to compound interest at contractual or statutory interest rates (articles 6:119 and 6:119a of the Dutch Civil Code).

*Law stated - 14 August 2023*

## **PROCEEDINGS SUBSEQUENT TO ISSUANCE OF AWARD**

### **Interpretation and correction of awards**

Does the arbitral tribunal have the power to correct or interpret an award on its own or at the parties' initiative? What time limits apply?

The arbitral tribunal may correct a manifest computing error, clerical error, or other manifest error that is easy to correct, within a period agreed upon by the parties or within three months from the date the award was sent (article 1060(1) DCCP). The tribunal may also correct errors on its own motion (article 1060(4) DCCP).

If the tribunal has failed to rule on one or more claims or counterclaims, the most diligent party may request the arbitral tribunal for an additional award within a period agreed upon by the parties or within three months from the date the award was sent (article 1061 DCCP). The tribunal may not issue an additional award on its own motion.

There is no provision in the Dutch Arbitration Act that provides for the interpretation of an arbitral award by a tribunal. It is assumed, however, that if the applicable arbitration rules provide for interpretation, the tribunal would be able to interpret the award up to the end of its mandate.

*Law stated - 14 August 2023*

### **Challenge of awards**

How and on what grounds can awards be challenged and set aside?

Article 1064 DCCP provides that the only means of recourse against a final or partial award are the setting aside and revocation of the award.

An application to set aside a Dutch award can be filed with the court of appeal in the district of the seat of arbitration (article 1064a(1) DCCP). In accordance with article 1064a(2) DCCP, the application must be filed within three months after the day of the sending of the award. Article 1058(2) DCCP provides that the award shall be deemed to have been sent if four weeks have elapsed after the date of the award. Therefore, the aforementioned time limit is, for the sake of legal certainty, not linked to the actual transmission of the award, but to a legal fiction.

The grounds for setting an arbitral award aside are listed in article 1065 DCCP(1):

- the non-existence of a valid arbitration agreement;
- the tribunal was constituted in violation of the applicable rules;
- the tribunal did not comply with its mandate;
- the award was not signed by the arbitrators or did not contain reasons in accordance with the provisions of article 1057 DCCP; and
- the award, or the manner in which it was made, violates public policy.

According to established case law, the court must, in principle, exercise restraint when deciding on an application for setting aside (Dutch Supreme Court, 5 November 2021, Russian Federation/HVY).

Under article 1065a DCCP, the court of appeal may, upon an application by a party or of its own initiative, stay the setting aside proceedings for a period of time to be determined by the court of appeal to allow the arbitral tribunal to remedy the ground for setting aside by reopening the arbitral proceedings or by taking such other measures as the arbitral tribunal may consider appropriate.

An arbitral award may be revoked on one or more of the following grounds (article 1068 DCCP):

- the arbitral award is wholly or partially based on fraud discovered after the award was made and committed during the arbitral proceedings by or with the knowledge of the counterparty;
- the award is wholly or partially based on documents that, after the award was made, are discovered to have been falsified; and
- after the award was made, a party obtained documents that would have had an influence on the decision of the arbitral tribunal, and that were withheld at the counterparty's behest.

*Law stated - 14 August 2023*

## Levels of appeal

How many levels of appeal are there? How long does it generally take until a challenge is decided at each level? Approximately what costs are incurred at each level? How are costs apportioned among the parties?

Parties can agree on one level of arbitral appeal (article 1061b DCCP).

The claim to set aside must be brought in the court of appeal in the district where the place of arbitration is located (article 1064a(1) DCCP). Appeal to the Supreme Court may be initiated against a judgment based on article 1064(1). The parties may agree that no appeal to the Supreme Court may be initiated against a judgment based on article 1064(1), unless a party is a natural person not pursuing commercial or

professional activities.

A claim for revocation must be brought before the court of appeal in whose judicial

district the place of arbitration is located (article 1068(2) DCCP). Appeal to the Supreme Court may be initiated against a judgment based on article 1068(2).

Proceedings could take around 12 to 24 months at each instance, dependent, however, on the court's availability and the size and complexity of the case.

The costs of setting aside proceedings will depend on the number of grounds invoked for annulment and whether the debtor raises defences. Costs are not dependent on the amount of the award. The losing party is, in principle, obliged to pay the prevailing party's legal fees. However, as a general rule under Dutch law, the legal fees are calculated in accordance with a court-approved scale of costs and are, therefore, flat-rate fees. In practice, the costs awarded by Dutch state courts are often only a fraction of the actual costs incurred by the prevailing party.

*Law stated - 14 August 2023*

## Recognition and enforcement

What requirements exist for recognition and enforcement of domestic and foreign awards, what grounds exist for refusing recognition and enforcement, and what is the procedure?

In general, Dutch courts tend to look favourably upon enforcing arbitral awards. The Dutch Arbitration Act distinguishes between the enforcement of domestic arbitral awards seated in the Netherlands (articles 1062-1063 DCCP) and foreign arbitral awards seated outside the Netherlands (articles 1075-1076 DCCP).

On the basis of article 1062(1) DCCP, a final or partial final award rendered in the Netherlands can be enforced after the preliminary relief judge of the district court in the district of the seat of arbitration has granted leave for enforcement to one of the parties. The procedure is, in principle, *ex parte*, but the preliminary relief judge may request the parties to appear. Under article 1063 DCCP, enforcement will only be refused if it is *prima facie* likely that the award (1) will be set aside for one of the grounds contained in article 1065 DCCP; (2) will be revoked (article 1068 DCCP) or (3) if a penalty for non-compliance has been imposed contrary to article 1056 DCCP.

If the period to make an application to set aside the award has lapsed (in principle, three months), leave for enforcement may only be refused if it is *prima facie* clear that the award is in violation of public policy. If leave for enforcement is denied, the claimant may lodge an appeal against the decision with the court of appeal (article 1063(4) DCCP). If leave for enforcement is granted, however, the only means of recourse available to the respondent against this decision is an application for the setting aside, remission, or revocation of the award (articles 1062(3) DCCP).

A non-domestic award can be enforced on the basis of article 1075 and/or Article 1076 DCCP. The competent court is the court of appeal of the place where the enforcement is sought. The procedure is not *ex parte*, the court of appeal will hear both parties. Article 1075 DCCP provides that an award rendered in a foreign state to which a treaty concerning recognition and enforcement is applicable (for example, the New York Convention) may, at the request of one of the parties, be recognised and enforced in the Netherlands.

The Supreme Court ruled that no appeal is open against granting leave for enforcement of a foreign arbitral award, except if the non-appealability results in a violation of article 6 ECHR (Supreme Court 25 June 2010, Rosneft/Yukos Capital).

In addition, article 1076 DCCP provides that if no treaty concerning recognition and enforcement applies, or if an applicable treaty allows a party to rely upon the law of the country in which recognition or enforcement is sought, an arbitral award made in a foreign state may be recognised in the Netherlands and its enforcement may be sought by one of the parties upon submission of the original or a certified copy of the arbitration agreement and arbitral award, unless:



- no valid arbitration agreement under the law applicable to the agreement exists;
- the arbitral tribunal was composed in violation of the applicable rules;
- the arbitral tribunal did not comply with its mandate;
- the arbitral award is available to appeal to arbitrators or the courts in the country in which the award was made; and
- the arbitral award was set aside by a competent authority of the country in which that award was made.

*Law stated - 14 August 2023*

### **Time limits for enforcement of arbitral awards**

#### **Is there a limitation period for the enforcement of arbitral awards?**

The limitation period for the enforcement of arbitral awards is 20 years (article 3:324(1) Dutch Civil Code).

*Law stated - 14 August 2023*

### **Enforcement of foreign awards**

#### **What is the attitude of domestic courts to the enforcement of foreign awards set aside by the courts at the place of arbitration?**

In principle, Dutch courts will deny the enforcement of foreign awards set aside by the courts at the place of arbitration. In exceptional circumstances, enforcement is still possible if the foreign court setting aside the award was, for example, not impartial or independent. In that case, the court order is considered to have no extraterritorial effect, leaving the award valid and enforceable in the Netherlands.

*Law stated - 14 August 2023*

### **Enforcement of orders by emergency arbitrators**

#### **Does your domestic arbitration legislation, case law or the rules of domestic arbitration institutions provide for the enforcement of orders by emergency arbitrators?**

Various legal authors argue that the content of the order (rather than its form) should be considered when determining whether orders rendered by emergency arbitrators can be enforced. If the order meets the same formal requirements as an arbitral award, enforcement could be possible.

*Law stated - 14 August 2023*

### **Cost of enforcement**

#### **What costs are incurred in enforcing awards?**

The costs of enforcement proceedings consist of three components:

- First, the court fees amount to €783. This is a fixed rate for all non-monetary claims (enforcement proceedings are non-monetary claims).
- Second, the losing party is, in principle, obliged to pay the prevailing party's legal fees. However, as a general rule under Dutch law, the legal fees are calculated in accordance with a court-approved scale of costs and are,

therefore, flat-rate fees. The amount depends on the number and type of procedural acts, and the amount of the claim. In practice, the costs awarded by Dutch state courts are often only a fraction of the actual costs incurred by the prevailing party.

- Third, the creditor's legal fees will depend on the extent the debtor raises defences and not on the amount of the award. Without any such opposition, the enforcement proceedings will be relatively straightforward, and costs could stay below €10,000. However, if the debtor participates in the proceedings and defends against enforcement, costs will rise steeply.

*Law stated - 14 August 2023*

## OTHER

### Influence of legal traditions on arbitrators

What dominant features of your judicial system might exert an influence on an arbitrator from your jurisdiction?

All participants should be aware of the differences between common-law and civil-law jurisdictions. The Netherlands is a civil-law jurisdiction. Although an arbitral tribunal will adapt the procedure to suit the arbitration and the parties involved, the mandatory procedural rules in Dutch arbitration law will apply.

Generally, the Dutch legal tradition is characterised by a cooperative attitude between counsel and judiciary. Unnecessary use of strong language should be avoided, parties are less adversarial to each other compared to other jurisdictions.

If a witness is called to testify, a Dutch judge is generally more active in examining the witness. The judge may have a list of questions. Counsel for a party may be able to examine the witness only after the judge has done so. Dutch courts can also decide that no witness need be called with regard to a claim. A final judgment can be issued without the hearing of any witnesses.

A Dutch court may, on its own motion, decide to appoint an expert to produce a report on a certain issue identified by the court. Although the court is not bound by such a report, in practice, it heavily relies on it.

Traditionally, the ability to obtain documents from the other party in Dutch civil proceedings has been limited. The Dutch discovery process differs from the UK or US process in that parties are required to specifically identify the documents requested.

*Law stated - 14 August 2023*

### Professional or ethical rules

Are specific professional or ethical rules applicable to counsel and arbitrators in international arbitration in your jurisdiction? Does best practice in your jurisdiction reflect (or contradict) the IBA Guidelines on Party Representation in International Arbitration?

A practising Dutch lawyer is a member of the Netherlands Bar. The lawyer is required to comply with the Rules of Professional Conduct. Further, there are several non-binding ethical codes for arbitrators, including the IBA Rules of Ethics for International Arbitrators and the IBA Guidelines on Conflicts of Interest in International Arbitration.

*Law stated - 14 August 2023*

### Third-party funding

Is third-party funding of arbitral claims in your jurisdiction subject to regulatory restrictions?

Dutch arbitration law does not provide for specific rules on third-party funding. Third-party funding is allowed in the Netherlands and is increasingly common. The European Parliament recently recommended to the European Commission to propose a directive on the regulation of third-party funding in the EU.

*Law stated - 14 August 2023*

### Regulation of activities

What particularities exist in your jurisdiction that a foreign practitioner should be aware of?

Generally, foreign practitioners do not need a visa or work permit to, for example, attend a hearing in the Netherlands. For example, the Convention concerning the Headquarters of the Permanent Court of Arbitration between the PCA and the Netherlands contains several immunity and privilege provisions for participants in proceedings. Information on practicing law in the Netherlands as a foreign lawyer can be found on this [government website](#).

*Law stated - 14 August 2023*

## UPDATE AND TRENDS

### Legislative reform and investment treaty arbitration

Are there any emerging trends or hot topics in arbitration in your country? Is the arbitration law of your jurisdiction currently the subject of legislative reform? Are the rules of the domestic arbitration institutions mentioned above currently being revised? Have any bilateral investment treaties recently been terminated? If so, which ones? Is there any intention to terminate any of these bilateral investment treaties? If so, which ones? What are the main recent decisions in the field of international investment arbitration to which your country was a party? Are there any pending investment arbitration cases in which the country you are reporting about is a party?

The Dutch Arbitration Institute (NAI) is currently working on a revised version of its Rules of 2015, which are expected to be adopted during 2023. The Dutch Arbitration Act has been substantially revised in 2015. The legislator has granted the parties more autonomy to shape the arbitration as they deem fit, providing for more time- and cost-efficient proceedings.

Furthermore, the Netherlands published a new Model BIT in 2019. Finally, the Netherlands announced its intention to withdraw from the Energy Charter Treaty in 2022.

*Law stated - 14 August 2023*

## Jurisdictions

	<b>Australia</b>	DLA Piper
	<b>Austria</b>	OBLIN Attorneys at Law
	<b>Azerbaijan</b>	GRATA International
	<b>Bulgaria</b>	Kambourov & Partners, Attorneys at Law
	<b>Canada</b>	Singleton Urquhart Reynolds Vogel LLP
	<b>China</b>	Jingtian & Gongcheng
	<b>Croatia</b>	Gugić, Kovačić & Krivić
	<b>Cyprus</b>	N. Piriides & Associates LLC
	<b>Ecuador</b>	TADIR Dispute Resolution
	<b>Egypt</b>	Shahid Law Firm
	<b>France</b>	Aramis Law Firm
	<b>Germany</b>	rothorn legal
	<b>Ghana</b>	Kimathi & Partners Corporate Attorneys
	<b>Greece</b>	Lambadarios Law Firm
	<b>Hong Kong</b>	RPC
	<b>Hungary</b>	Bán, S.Szabó, Rausch & Partners
	<b>Indonesia</b>	Soemadipradja & Taher
	<b>Ireland</b>	McCann FitzGerald LLP
	<b>Italy</b>	Legance
	<b>Japan</b>	Anderson Mōri & Tomotsune
	<b>Lebanon</b>	Hage-Chahine Law Firm
	<b>Liechtenstein</b>	Gasser Partner
	<b>Luxembourg</b>	Baker McKenzie
	<b>Macau</b>	JNV - Lawyers and Notaries
	<b>Malaysia</b>	Kuruvilla Yeoh & Benjamin

	<b>Netherlands</b>	Houthoff
	<b>New Zealand</b>	Arbitra International
	<b>Pakistan</b>	Axis Law Chambers
	<b>Romania</b>	STOICA & Asociații
	<b>Singapore</b>	Braddell Brothers LLP
	<b>Slovakia</b>	Barger Prekop sro
	<b>South Korea</b>	Kim & Chang
	<b>Spain</b>	King & Wood Mallesons
	<b>Sri Lanka</b>	FJ & G de Saram
	<b>Sweden</b>	Advokatfirman Delphi
	<b>Switzerland</b>	Bär & Karrer
	<b>Thailand</b>	Duensing Kippen
	<b>Turkey</b>	YAZICI Attorney Partnership
	<b>United Arab Emirates</b>	Afridi & Angell
	<b>United Kingdom</b>	Macfarlanes LLP
	<b>USA</b>	Draper & Draper LLC
	<b>Uzbekistan</b>	Putilin Dispute Management
	<b>Zambia</b>	Corpus Legal Practitioners