

## **BINDING ADVICE REQUEST**

Complete the form and submit the binding advice request to the NAI secretariat via the NAI arbitration platform ([click here](#)) or via email ([secretariaat@nai.nl](mailto:secretariaat@nai.nl)). All fields are mandatory unless otherwise stated.

### **1 THE PARTIES AND THEIR REPRESENTATIVES**

#### **1.1 Applicant details (Article 7(2)(a))**

Name:	
Address:	
Residence:	
Phone number	
E-mail address:	
VAT number:	

Name:	
Address:	
Residence:	
Phone number	
E-mail address:	
VAT number:	

Name:	
Address:	
Residence:	
Phone number	
E-mail address:	
VAT number:	

#### **1.2 If applicable, details of applicant's representative (Article 7(2)(b))**

Name of representative:	
Organisation:	
Address:	
Residence:	
Phone number	
E-mail address:	

Name of representative:	
Organisation:	
Address:	

Residence:	
Phone number	
E-mail address:	

**1.3 Information Respondent (Article 7(2)(a))**

Name:	
Address:	
Residence:	
Phone number	
E-mail address:	
VAT number:	

Name:	
Address:	
Residence:	
Phone number	
E-mail address:	
VAT number:	

Name:	
Address:	
Residence:	
Phone number	
E-mail address:	
VAT number:	

**1.4 If applicable and already known, details of defendant's representative**

Name of representa- tive:	
Organisation:	
Address:	
Residence:	
Phone number	
E-mail address:	

Name of representa- tive:	
Organisation:	
Address:	
Residence:	
Phone number	
E-mail address:	

**1.5 Email address at which the applicant can be reached for electronic communication for the duration of the binding advice proc (Article 7(2)(c))**

**1.6 Clear statement of the claim, including, if possible, a statement of the pecuniary interest of each of the claims (Article 7(2)(e))**

(The description given here is for initiation of the proceedings and for the information of the NAI administrator and does not affect the right to alter, increase or reduce a claim within the limits of the relevant provisions of the NAI Binding Advice Rules).

**2 BINDING ADVICE AGREEMENT AND ANY OTHER AGREEMENTS TO WHICH THE BINDING ADVICE RELATES (ARTICLE 7(2)(F))**

(A copy of these agreement(s) should be sent with the binding opinion request).

The agreement between the parties, that their disputes will be decided by binding advice according to the Rules of the Netherlands Arbitration Institute is evidenced by: \*

(a) attached compromise

(b) attached contract (confirmation) with binding advice clause dated \_\_\_\_\_

(c) other written evidence, i.e. \_\_\_\_\_

**3 NUMBER OF BINDING ADVISERS (ARTICLE 7(2)(I))**

(If the parties have not agreed on the number of binding advisers, it shall be determined by the NAI administrator, who shall set the number at one or three, taking into account the preference of the parties, the size of the dispute, the complexity of the case and the interest of the parties in an efficient binding opinion procedure (Article 12).

With regard to the number of binding advisers:\*

(a) the parties have agreed that \_\_\_\_\_ binding advisor(s) will be appointed.

**(B) THE PARTIES HAVE NOT AGREED ANYTHING, BUT THE APPLICANT PREFERS  
\_\_\_\_\_ BINDING ADVISER(S).**

**4 APPOINTMENT OF BINDING ADVISERS (ARTICLE 7(2)(G)(H))**

(Based on the NAI Binding Advisory Rules of 1 January 2015, parties in principle appoint the binding advisers themselves (article 13). If parties have already agreed to appoint one binding advisor, they appoint this binding advisor jointly. If parties have already agreed on the appointment of three binding advisers, each party appoints one binding adviser and these two binding advisers jointly appoint a chairman. If the parties have not agreed on the number of binding advisers, the NAI Administrator will first determine the number of binding advisers (see above), after which the parties will be invited to appoint the binding adviser(s). The parties may also have agreed to follow the list procedure immediately. Finally, the parties may have agreed to follow an appointment arrangement different from Articles 13 and 14 (Article 13(4)). You can indicate which applies below).

(a) (Article 13) The parties have agreed to appoint one binding advisor

**The parties jointly appointed:**

Name of binding adviser : \_\_\_\_\_

Address : \_\_\_\_\_  
Residence : \_\_\_\_\_  
Phone number : \_\_\_\_\_  
Email address: \_\_\_\_\_

(b)(Article 13) The parties have agreed to appoint three binding advisers

**The applicant appointed:**

Name of binding adviser 1 : \_\_\_\_\_  
Address : \_\_\_\_\_  
Residence : \_\_\_\_\_  
Phone number : \_\_\_\_\_  
Email address: \_\_\_\_\_

**The defendant appointed:**

Name of binding adviser 2: \_\_\_\_\_  
Address : \_\_\_\_\_  
Residence : \_\_\_\_\_  
Phone number : \_\_\_\_\_  
Email address: \_\_\_\_\_

If already known who is appointed president:

**President:**

Name of binding adviser 3: \_\_\_\_\_  
Address : \_\_\_\_\_  
Residence : \_\_\_\_\_  
Phone number : \_\_\_\_\_  
Email address: \_\_\_\_\_

(A binding adviser should be impartial and independent. He or she should not have any close personal or business ties with one of the parties or one of the co-binding advisers. He or she should have no direct personal or business interest in the outcome of the proceedings. Nor should a binding adviser have expressed his or her opinion on the case to any of the parties prior to the appointment).

(c)(Article 14) If the parties have agreed on the list procedure in accordance with Article 14, reflect this below (or in an annex to the application):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d)(Article 13(4)) The applicant states that neither situation (a), (b) nor (c) occurs and requests the following method of appointment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4.1 Qualifications of the binding adviser(s) (Article 7(2)(i))**

With regard to the qualifications of the binding adviser(s):\*

(a) The parties have agreed that the binding adviser(s) should have the following qualifications:

\_\_\_\_\_

\_\_\_\_\_

(b) the parties did not agree anything, but the applicant preferred:

\_\_\_\_\_

\_\_\_\_\_

**4.2 Language of the binding opinion**

Regarding the language of the binding opinion:\*

(a) the parties have agreed that this should be the \_\_\_\_\_ language;

(b) the parties did not agree anything, but the applicant preferred the \_\_\_\_\_ language.

**4.3 Other details concerning the binding opinion procedure (Article 7(2)(j))**

(Details of the binding opinion procedure which the applicant wishes to be mentioned should be given here. The defendant may mention the particulars in the short answer, e.g. an agreement between the parties on the division of costs).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Place) \_\_\_\_\_, (date) \_\_\_\_\_ 20\_\_\_\_\_

**4.4 Language**

(In connection with the language to be used by the mediator, any preference or agreement between the parties should be made known to the NAI administrator so that he can take it into account when drawing up the list). With regard to the language of the mediation:\*(a) the parties have agreed that this should be the \_\_\_\_\_ language; (b) the parties have not agreed anything further, but Party 1 concerned has a preference for the \_\_\_\_\_ language. (c) the parties have not agreed anything further, but party concerned 2 prefers the \_\_\_\_\_ language

**5 OTHER DETAILS CONCERNING THE BINDING OPINION PROCEDURE (ARTICLE 7(2)(J))**

(Details of the binding opinion procedure which the applicant wishes to be mentioned should be given here. The defendant may mention the particulars in the short answer, e.g. an agreement between the parties on the division of costs).

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(Place) \_\_\_\_\_, (date) \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(signature of applicant or his representative)

\*Please fill in what applies; cross out what does not apply.