November 2013

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AIA Upcoming Events:

Seminar on Collective Redress Through ADR

LOCATION: Institute for European Studies - Brussels
DATE: 12th of March, 2014
WHEN: 14:00 - 17:00
Email administration@arbitration-adr.org for details

European Mediation Training for Practitioners of Justice

LOCATION: Brussels, Belgium
DATE: 18th- 30th of August, 2014
See more details on www.emtpj.eu

AIA President to speak at Lithuania Conference: “Arbitration: it’s Application Experience in the EU Countries and Development Perspectives in Lithuania”

Lithuanian Presidency of the Council of the European Union 2013

The conference will focus on arbitration as the key method of international business dispute resolution. Topics to be covered include: specific features of decision recognition by arbitral tribunals, implementation, arbitration in various countries, and other issues of business dispute resolution using arbitration.

AIA will contribute to the event by speaking about issues in online dispute resolution with specific attention given to online arbitration, the ICC’s NetCase, and other organization’s new developments in online arbitration.

The conference will also report on how arbitration is helping to establish Lithuania’s European identity and reinforce the country’s partnership with Eastern European countries. Lithuania is working to develop European values and this conference is helping to share its country’s cultural values with intellectuals from all over Europe.

AIA collaborates with Corporate Disputes Magazine

Corporate Disputes Magazine’s offer for members of the Association for International Arbitration

The Association for International Arbitration is pleased to have been able to contribute regular editorial content to Corporate Disputes Magazine over the last year and plans to continue working with the publication throughout 2014.

Corporate Disputes is a quarterly e-magazine dedicated to the latest developments in corporate and commercial disputes. The publication carries articles written by their journalists as well as draws on the experience of leading experts to deliver insight on litigation, arbitration, mediation and much more.

To access the latest issue and back issues of Corporate Disputes Magazine, please go to the Corporate Disputes Magazine website and enter the password: cdmag5870.

Click here to sign up to the mailing list

Launch of the Young Arbitrators in Belgium Blog

AIA is pleased to announce the launch of the Young Arbitrators in Belgium Blog. We hope that the blog will develop to a place where young practitioners and students with passion for arbitration can share their thoughts, knowledge, publish articles, get feedback and discuss various ADR issues. We welcome your comments and invite our readers to submit relevant materials for publication.

A Summary of Belgium's New Arbitration Law

by Adam Miller

The Belgian Federal Parliament has enacted a new Arbitration Law, which is based on the United Nations Commission on International Trade Law's (UNCITRAL) Model Law on International Commercial Arbitration. For reference, here is a short chronology of the enactment of the new Arbitration Law in 2013:

- **May 16**: the Belgian Chamber of Representatives unanimously adopted the draft Arbitration Law
- **June 24**: the Belgian Federal Parliament enacted the Arbitration Law to amend the sixth section of the Belgian Judicial Code on arbitration
- **June 28**: the Arbitration Law was published in the Official Gazette
- **September 1**: the Arbitration Law entered into force

When the law entered into force, Belgium became the 67th country to enact arbitration legislation based on the UNCITRAL Model Law. The new Arbitration Law can be found in the Belgian Judicial Code, from article 1676 to article 1723. The following is a summary of important changes implemented by the new Arbitration Law:

Double Criterion for Arbitrability (art. 1676): The new law clarifies the conditions for arbitrability by allowing two types of disputes to be arbitrated. A dispute may be arbitrated if (i) the dispute is of a financial nature; or (ii) the dispute is not of a financial nature but the parties can agree on the subject of the dispute. The first criterion—that the dispute

Arbitration clauses in commercial agency contracts: ECJ directs Belgian Supreme Court to *travaux préparatoires*

by Tatiana Proshkina

If a dispute falls within a law containing "overriding mandatory provisions", the parties cannot be bound to arbitration before the dispute has arisen, unless the arbitrators are required to apply these mandatory provisions irrespective of the otherwise applicable law. In Belgium a debate is on-going as to whether the disputes concerning termination of commercial agency agreements, where the principal place of commercial agent's business is in Belgium, may go to arbitration. It seems that the Hof van Cassatie (the Belgian Supreme Court) takes the view that unless arbitrators are specifically bound to apply the corresponding provisions of the Belgian Law of 13 April 1995 on commercial agency contracts, such disputes cannot be decided through arbitration.

On the 17th of October 2013, the European Court of Justice (ECJ) answered to a request for a preliminary ruling from the Belgian Supreme Court in the proceedings *United Antwerp Maritime Agencies (Unamar) NV v. Navigation Maritime Bulgare (NMB)* (UNAMAR case). In short, the Belgian Supreme Court asked whether the Belgian Law of the 13th of is of a financial nature—is to be construed broadly to mean that the dispute must simply pertain to interests that have a financial value.

Communication during Arbitration (art. 1678): For the first time, the new law acknowledges e-mail as a valid form of communication between the parties in arbitration.

Double Instance of Jurisdiction (art. 1680): Under the new law it is no longer possible to appeal court decisions on arbitration-related claims in the Tribunal of First Instance. The only exception to this standard is if the President of the Tribunal of First Instance decides not to appoint or not to replace an arbitrator. The new law will still permit appeals to be brought before the Court of Cassation (The Supreme Court of Belgium) on a limited basis. This has been considered a significant improvement because the past system of appeals was causing delays in arbitral proceedings.

No Written Arbitration Agreement Required (art. 1681): The new law confirms that an arbitration agreement does not need to be in writing. If the arbitration agreement is not in writing, the burden of proof is on the party alleging the existence of the arbitration agreement. This new standard makes access to arbitration less formalistic.

Jurisdiction of the Arbitral Tribunal: Interim Measures (art. 1691): The arbitral tribunal can now order any interim measure or conservatory measure that it deems to be necessary, except the arbitral tribunal cannot authorize attachment of assets.

Fair Conduct of Arbitral Proceedings (art. 1699): The new law states that the arbitral tribunal must ensure that in any arbitration the parties are to be treated equally and that the parties do not behave in an unfair manner.

Challenging an Arbitral Award (art. 1717): Challenging an arbitral award will only be allowed on limited grounds regarding the technical or procedural aspects of the arbitration; and an award cannot be challenged to the merits of the case.

Time Limitations (art. 1722): The new law has introduced a period of limitation of ten years for the enforcement of an arbitral award, which starts from the date of notification of the award.

At the beginning of 2013, prior to new Belgian laws taking effect, the Belgian Center for Arbitration and Mediation (CEPANI) adopted new "Rules of Arbitration." The main reason for both CEPANI's new rules and Belgium's new Arbitration Law is to make Belgium—and specifically Brussels—more attractive as a seat for arbitration.

Reactions to Belgium's new Arbitration Law have been considerably positive. CEPANI called Belgium's new law "ambitious" and indicated that the law's aim "is not only to facilitate arbitration, but also to attract a number of international arbitrations to Belgium, and particularly to Brussels." Attorneys at Jones Day, an international law firm, explained that "parties will directly benefit from the increased efficiency in both the arbitral and court proceedings and from a judiciary with a specialized expertise in arbitration." (Champagne, S. and V. Fonke (11 Oct 2013) 'Belgium adopts new arbitration based on UNCITRAL Model Law,' http://www.lexology.com). Jones Day offers a promising conclusion regarding the prospects of the new law: "Without any doubt, the new Belgian Arbitration Law significantly improves the already favorable arbitration environment in Belgium." (Champagne, S. and V. Fonke).

Click here to read the unofficial English version of the new law

Click here to read AIA President Johan Billiet's "First Comment on the

April 1995 on commercial agency contracts should be applied even though the parties agreed to arbitration under Bulgarian law. It is important to know that Belgium has implemented the EU Directive 86/653/EEC on Commercial Agency (the Directive) through the Law of the 13th of April 1995 on commercial agency contracts in a way that provides commercial agents with more favourable conditions, unlike Bulgaria which has implemented the Directive in its most basic form. The ECJ directed the Belgian Supreme Court to examine in detail whether in the course of that transposition, the Belgian legislature held it to be crucial to grant the commercial agent protection going beyond that provided for by that directive and to take into account the nature and the objective of such mandatory provisions.

While waiting for a landmark decision from the Belgian Supreme Court, I suggest taking a closer look on the details of the case and the ECJ's reasoning.

Facts

A dispute arose between Unamar as commercial agent and NMB as principal. In 2005, the parties concluded a commercial agency agreement for the operation of NMB's container liner shipping service. On the 19th of December 2008 NMB informed Unamar that it terminated the agreement.

On the 25th of February 2009, Unamar filed a claim of unlawful termination of the commercial agency agreement with the Antwerp Commercial Court and requested to order NMB to pay various forms of compensations provided by the Belgian Law of the 13th of April 1995 on commercial agency contracts. NMB raised an objection that the claim is inadmissible since the agreement provided for arbitration and counterclaimed for payment of the outstanding freight. The court ruled that it had jurisdiction. It found that the Belgian Commercial Agency Act is directly applicable as a 'mandatory rule' and the dispute cannot be referred to arbitration, unless the Belgian Law or equivalent foreign law is declared applicable.

On the 23rd of December 2010, the Antwerp Court of Appeal partially upheld the appeal. Importantly, it declared that it did not have jurisdiction over Unamar's claim for compensation because of the arbitration clause in the agreement. In the view of the Court of Appeal, the Belgian Law of the 13th of April 1995 on commercial agency contracts was neither a part of public policy nor a part of Belgian international public policy. Therefore, the principle of the freedom of contract had to prevail and the Bulgarian law would be applicable.

Unamar appealed to the Belgian Supreme Court which decided to obtain further guidance and submitted a question to the ECJ (C-184/12) for a preliminary ruling. Essentially, the Supreme Court asked *"whether Articles 3 and 7(2) of the Rome Convention must be interpreted as meaning that the law of a Member State which meets the requirement for minimum protection laid down by Directive 86/653 and which has been chosen by the parties to a commercial agency contract may be disregarded by the court before which the dispute has been brought, established in another Member State, in favour of the law of the forum on the ground of the mandatory nature, in the legal order of that Member State, of the rules governing the position of self-employed commercial agents."*

ECJ reply to the Belgian Supreme Court

At the outset, the ECJ underscores that the objective of the Directive is to coordinate the laws of the Member States regarding the legal relationship between the parties to a commercial agency contract. Then the ECJ refers to Article 7 of the Rome Convention which regulates the

New Draft of the Belgian Arbitration Law" from our May Newsletter

Click here to read Johan Billiet & Tatiana Proshkina's review of the Belgiam Arbitration Law for the Global Arbitration Review

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Collaborative Law, Mediation or a Combination of Both?

by Maria Karampelia

Alternative dispute resolution practitioners are well aware of a client-driven trend towards out-of-court amicable dispute settlement. In this respect, a new form of mediation has arisen, commonly described as collaborative mediation since it encompasses practices developed in the context of collaborative law and mediation.

The International Academy of Collaborative Professionals (IACP) defines collaborative mediation as "a style of mediation where two or more people are encouraged to work toward resolution in a transparent and peaceful manner. The goal is to support the parties to unfold the issues and create fair agreements that will stand the test of time."

The distinctive characteristic of collaborative mediation is that it requires the two parties to sign a collaborative participation agreement describing the nature and scope of the dispute and indicating that the parties will not pursue litigation. This collaborative participation agreement renders collaborative mediation substantially different from normal mediation, where the parties know that if their negotiations fail, they can still refer their case to court. The primary intention is to avoid litigation and this approach allows the parties to be more open, improve communication, enhance cooperation, and reduce tension. Furthermore, the parties will be guided by an impartial mediator to reach a voluntary agreement that will take into consideration each party's interests.

Additionally, the commitment not to litigate forces the parties to become involved in the process of collaborative mediation early in the dispute. A decision to pursue collaborative mediation demonstrates that the parties have good intentions to settle the dispute, which results in voluntary disclosure of information and smooth client-driven procedures. By choosing collaborative mediation, the parties also avoid the cost of litigation.

During non-collaborative mediations it is compulsory for legal counsel to be present on behalf of each party. In collaborative mediation, however, parties are not required to be accompanied by a lawyer, which means

mandatory provisions of foreign law (paragraph 1) and the mandatory provisions of the law of the forum (paragraph 2). The latter allows the rules of the law of the forum to be applied whatever the law applicable to the contract. In the opinion of the ECJ, the national court that proposes to substitute the law expressly chosen by the parties to the contract by the national law which it considers to be a 'mandatory rule' shall take into account several aspects. In the course of its assessment it shall examine the exact terms of that law, its general structure and all the circumstances in which that law was adopted in order to determine whether it is mandatory in nature and regarded as crucial by the Member State concerned. The ECJ highlights that the principle of the freedom of contract of the parties to a contract, which is the cornerstone of the Rome Convention, must be respected. Therefore, "*the plea relating to the existence of a 'mandatory rule' within the meaning of the legislation of the Member State concerned, as referred to in Article 7(2) of that Convention, must therefore be interpreted strictly*".

Further, the ECJ distinguishes the present case from the proceedings in *Ingmar GB Ltd v Eaton Leonard Technologies Inc* (Ingmar case). In that case, the ECJ had to deal with a dispute between a United States company and its agent from the United Kingdom. In the contract, the parties chose Californian law. When the US Company terminated the contract, the agent claimed compensation, although Californian law does not provide for it. With reference to the Directive, the ECJ decided that European public policy imposes payment of compensation upon termination of an agency contract, unless the agent has committed a fault. Thus, Californian law, the law chosen by the parties, was rejected in favour of the law of the forum. The important difference in the Unamar case is that the law to be rejected in favour of the law of the forum is that of another Member State, which had correctly transposed the Directive.

The ECJ concludes with a message to the Belgian Supreme Court to scrutinise the *travaux préparatoires* of the Law of 13 April 1995 on commercial agency contracts which transposed the Directive. It is Noteworthy that in its order for reference, the Belgian Supreme Court takes the view that *"it is apparent from the legislative history of the Law on commercial agency contracts that Articles 18, 20 and 21 of that law must be regarded as mandatory rules of law, owing to the mandatory nature of Directive 86/653 which it transposes into national law. It appears from Article 27 of that law that the objective it pursues is to offer an agent whose principal place of business is in Belgium the protection of the mandatory rules of Belgian law, irrespective of the law applicable to the contract."* It would be interesting to know to what conclusion the Belgian Supreme Court will arrive since, according to the ECJ, there is a strong presumption against the reliance on Belgian mandatory law because Bulgaria correctly implemented the Directive.

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Book Review: International Arbitration and the Permanent Court of Arbitration

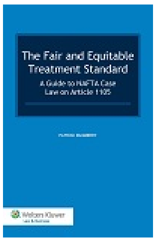
fewer costs and ultimately leads to resolutions that are more self-motivated.

Another aspect of collaborative mediation is the option it offers parties to integrate experts of various professions into a collaborative team, such as financial consultants, family advisors, or psychologists. The mediator still serves as a neutral legal counselor and simultaneously forms part of a diverse team of professionals who work together on a viable solution which will benefit all parties involved. As a result, if a collaborative team becomes involved, the collaborative mediation may involve multiple stages, which is contrary to the regular one-step mediation process.

The joint collaborative work of multiple professionals proves valuable in cases where communication between divorcing couples is effective but they encounter trouble splitting their assets or they confront a parenting hurdle. In such cases, the contribution of a financial consultant or a child specialist respectively would be crucial for a successful resolution.

Collaborative mediation could be applicable to various civil disputes; however, it offers a great alternative when it comes to family law and divorce cases, combining the best parts of collaborative law and mediation, and reaching a settlement rate of 95% according to statistics from practice in the United States. Given the factual and emotional complexity of family disputes, collaborative mediation is a great option and offers a family-friendly, cost-effective, and client-centered procedure. Divorce professionals can offer collaborative mediation as an innovative solution to their clients' disputes, saving them time and costs, ensuring healthy family relationships, and emotional and financial stability.

Book Review: The Fair and Equitable Treatment Standard
A Guide to NAFTA Case Law on Article 1105



by Olivia Staines

This book, written by Patrick Dumberry and published by Wolters Kluwer, is a highly comprehensive study of the meaning and content of the FET standard under NAFTA Article 1105. The analysis and complementary case-law on the provision makes it an invaluable asset to anyone conducting research in this field.
Fundamentally, Article 1105 requires the NAFTA Parties to provide investments of investors with treatment in accordance with international law.

Accordingly, the strength of this book lies in its multi-layered approach which begins by establishing the origin, development, nature and content of the 'minimum standard of treatment' so as to cover: its

interaction with the FET standard, parameters for interpretation, context, application and consequences of breach.

The book is divided into two parts. The first scrutinizes the framework of Article 1105 whereas the second evaluates the content of Article 1105. Chapter four makes for a particularly interesting read as it delineates

by Maria Karampelia

The Permanent Court of Arbitration (PCA), established in The Hague in 1899, is the oldest existing institution for resolution of disputes arising in the field of public international law. Despite the fact that its development has been sidetracked for a long period because of the amassed interest on international commercial and investment arbitration, its arbitral jurisprudence's contribution to the development of international law is indisputable.

Recently, the PCA has been structurally reformed and has gradually restored its reputation as a leading forum for the settlement of public international law disputes. The Court currently handles several arbitrations of great significance and plays a vital role in the circumvention of international conflicts, while it works towards more informed and appropriate dispute settlement techniques, aiming to meet the rapidly evolving dispute resolution needs of the international community.

Manuel Indlekofer has compounded a comprehensive guide for those involved in dispute resolution proceedings conducted by the Permanent Court of Arbitration in The Hague. The book is also a valuable guide for anyone with a general interest in PCA's history and work.

The book begins with a historical overview, examining the roots of Public International Arbitration, the driving forces to the creation of the PCA and its operations and key contributions through the early years. The second chapter deals with the role of Public International Arbitration in the present dispute resolution framework and chapter three explains the distinct characteristics and today's activities of the PCA. The final section of the book explores the PCA's potential improvements and future prospects.

In addition, the book includes a useful guide for practitioners, especially lawyers, where the PCA's jurisdiction, services and latest Arbitration Rules are summarized, as well as an index of the inter-state and intra-state related arbitral proceedings delivered by the PCA since 1945.

Overall, this publication has come to fill a gap in the literature related to the PCA, providing a thorough study of the Court's 114-year history, its present status and its future prospects. It was deemed a necessity following the complexity of the institution, its place in the lineage of international institutions, its ongoing revitalization and its prominent future.

[For more information visit the website of Kluwer Law International]

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the relationship between Article 1105 and other NAFTA provisions in six sections. The chapter looks at whether the fair and equitable treatment concept is an overriding obligation as a foundation on which to evaluate Article 1105 and its relation to expropriation, the MFN clause, national treatment and the notion of full protection and security.

In addition, the conclusion and summary of findings on the substantive content of the FET standard under Article 1105 encompasses both the general approach adopted by NAFTA Tribunals and an in depth breakdown of legitimate expectations, transparency, arbitrary conduct, non-discrimination, good faith, denial of justice and due process – all elements of protection which must be accorded to investors under Article 1105.

The high threshold of severity required under Article 1105 is also deliberated on. The author demonstrates that in fact, only a limited number of the aforementioned elements are explicitly inherent to the FET obligation under Article 1105, which deviates from the position taken by numerous Tribunals.

In light of this, we recommend this read to counsel for investors and States as well as practicing arbitrators and academics.

For more information on how to purchase this book, click here to visit the Kluwer Law website

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Arbitrating Disputes in the Energy Sector

by Maria Karampelia

Prompted by the launch of the International Centre for Energy Arbitration (ICEA) in Scotland on the second of October 2013, this article deals with the role of arbitration in the energy industry.

The ICEA

The ICEA is the joint venture of the Centre for Energy Petroleum Mineral Law and Policy (CEPMLP) at the University of Dundee and the

Scottish Arbitration Centre. It aims to serve as a centre for arbitration specializing in energy sector disputes, pursuing research and providing consultation on that field, besides gradually forming a set of rules tailored to the needs of the energy sector. The newly established centre is not meant to become an arbitral institution or appointing authority for energy disputes, whereas those tasks might be implemented by the Scottish Arbitration Centre. However, it will likely provide for a panel of arbitrators specializing in energy law.

It is overall, an interesting initiative that will probably play a major role in the resolution of energy sector disputes in the near future.

Why arbitration fits the energy sector?

Those dealing with disputes in the energy sector are well aware of the fact that arbitration is perceived as the preferred dispute resolution mechanism in the industry. This is attributable to various reasons, with neutrality, flexibility, confidentiality and expertise of the decision-makers leading the way.

To start with, conflicts in the energy sector often arise between international parties from diverse legal and cultural backgrounds, making the submission of the dispute to the national courts of either party an unfavorable option. Bearing in mind that energy disputes usually involve developing countries, recourse to national courts of less sophisticated legal systems can also impose risks in relation to

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Each of the guides provides practical information on topical issues, country-specific Q&A overviews on each area of law and practice and also has its own comparative tool which allows the user to select a specific question or topic, select the jurisdictions they are interested in and the tool will compare the answers.

The Q&A chapters are written by leading local law firms in each jurisdiction. The questions are designed by PLC's team of ex-private practice lawyers alongside international editorial boards comprising of legal professionals (both in-house and private practice) active in that particular area.

This helps to ensure the guides address the key issues facing any international lawyer doing business in an unfamiliar jurisdiction. The guides also feature a useful comparative tool which allows a user to compare specific issues and the answers across selected jurisdictions. If any member would like more information on a contributing law firm or has any feedback regarding the guides, please contact Yani Paramova, yani.paramova@practicallaw.com

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The Creation of Euresolve Ltd: A Project of AIA

The AIA is pleased to announce the expansion of its network following the establishment of Euresolve Ltd incorporated in the UK, with a registered office in London.

The creation of Euresolve resulted from several AIA Network meetings where it was decided that the creation of a new company would be an important foundation on which to build a tighter, more efficient network in order to enhance the exchange of information, experience and connections amongst all those interested in alternative dispute resolution.

Fundamentally, the launch of Euresolve will allow all members to grow and develop together and continue to increase public awareness of and insight into mediation and its advantages.

For ADR entities and organisations interested in becoming members of Euresolve, please email: administration@arbitration-adr.org for details.

AIA RECCOMENDS TO ATTEND

ICC YAF: The Selection of Arbitrators – Practical Aspects

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Thursday - November 7, 2013

confidentiality and enforceability.

Likewise, disputes in the energy sector arise out of complex transactions, special contracts and extraordinary arrangements, often involving sovereign states, and are usually of enhanced technical nature, thus parties prefer to be able to select an accordingly qualified person to decide the claims.

Arbitration allows for a neutral tribunal that could be besides consisted of experts in each particular energy field, raising the parties' confidence to the issuing of a fair award.
In addition, disputes arising from energy projects can be of extremely high value and of critical importance to the stakeholders' reputation. In this respect, the opportunity for confidentiality plays a key role.

Nature of energy disputes

The term "energy disputes" may refer to a diverse range of conflicts, which derive from energy related projects and are often deemed complicated, both factually and legally.

Disputes arising from the construction of energy plants and facilities such as power stations, pipelines, refineries and mines are typical examples. Those are costly and high risk projects, likely to deviate from the contractually agreed time and budget frames and finally ending with disputes.

Furthermore, a great majority of energy disputes involve sovereign states. They can include investor state arbitrations based on bilateral investments treaties or disputes between states with regard to territorial rights and ownership of resources. Also, commercial contracts for the trading of commodities such as natural gas or petrol commonly end up with disputes due to price adjustments, freight and transmission difficulties.

A view from the inside

A recent survey implemented by the School of International Arbitration, Centre for Commercial Law Studies, Queen Mary University of London and PricewaterhouseCoopers, examined among other things the corporate choices in International Arbitration from the energy industry perspective and revealed the following: 78% of those questioned agree that arbitration is well suited to the energy industry, while 56% consider it as the most preferred dispute resolution mechanism.

In-house counsels opt for arbitration considering the technical expertise, neutrality and confidentiality as its main benefits, while they appear neutral concerning enforceability, and skeptical about costs and delays, which appear as the most common shortcomings of an arbitration process. When it comes to the selection of the arbitral tribunal, expertise in the arbitral process appears to be slightly more important than the technical knowledge of the energy industry.

Accordingly, provided the strategic importance of the energy sector to the world economy, the choice of arbitration as the most appropriate dispute settlement method is of utmost importance for the development of the institution.

The impact of the Energy Charter Treaty

The distinct benefits of international arbitration for the resolution of disputes in the energy sector became apparent with its inclusion in the ECT as one of the three proposed dispute settlement methods. In line with the ECT, an investor willing to bring claims against the host ECT State may submit his dispute to international arbitration, having the

Thursday - November 7, 2013

On November 7th in Cracow, the Young Arbitrators Forum (YAF) of the International Chamber of Commerce will co-organize with Clifford Chance a conference on the "Selection of Arbitrators". The topic of selection of arbitrators will be debated by arbitration practitioners (perspective of a law firm, in-house counsel and ICC perspective), under the moderation of Prof. Soltysinski.

The seminar will be an ideal forum for young practitioners to exchange thoughts on international arbitration, and to enrich their network in the region. The seminar will take place in Polish.

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ICC / IBA International Mediation Conference

ICC International Chamber of Commerce
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Monday - November 11, 2013

The International Centre for ADR of the International Chamber of Commerce ("ICC") and the Mediation Committee of the International Bar Association ("IBA") will join forces to organise the first international mediation conference in the United Arab Emirates. The one day Conference will take place in Dubai and is organised with the support of ICC UAE at the Intercontinental Hotel, Dubai.

Click here for more information

LCIA Seminar on Bringing New Technology to Emerging Market

Tuesday - November 12, 2013
King & Spalding, LLP
125 Old Broad Street
London, EC2N 1AR

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Conference on International Arbitration (Ukraine)

Wednesday - November 13, 2013
Opera Hotel
Kiev, Ukraine

Topics include:

- Well-proven provisions and main changes in the Vienna Rules 2013
- Constitution of arbitral tribunal in multi-party proceedings
- Joinder of third parties and the consolidation of proceedings
- Costs of arbitration and arbitral awards in the case of non-payment of the advanced costs

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The International Conflict Management Conference: Arbitration and Mediation Options for Global Commercial Transaction

Wednesday - November 13, 2013
AMCHAM

unconditional consent of the host state granted by the Treaty. The investors who have opted for arbitration, shall select one of the following four options:

- Arbitration under the auspices of the International Centre for Settlement of Investment Disputes (ICSID) to be settled in accordance with the ICSID Convention,
- Arbitration under the auspices of the International Centre for Settlement of Investment Disputes (ICSID) to be settled in accordance with the ICSID Additional Facility Rules,
- Arbitration before a sole arbitrator or an ad hoc arbitration tribunal established under the Arbitration Rules of the UNCITRAL and
- Arbitration proceedings administered by and in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Investors enjoy the freedom to choose under which set of rules they wish to arbitrate their dispute. For the sake of enforceability, the arbitration should be held in a country that is signatory of the New York Convention, whereas ICSID Convention awards benefit from the latter's own rules for the recognition and enforcement of awards.

Overall, the energy sectors offer a prosperous field for the evolution and increasing reputation of international arbitration as a dispute settlement method of distinct effectiveness and multiple benefits.

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Sào Paulo, BR

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Commercial Dispute Resolution: 7th Annual Mediterranean and Middle East Conference

Friday - November 15, 2013
Rome, Italy

Click here for more information

Second Annual Damages in International Arbitration Conference

Monday - November 18, 2013

This seminar will explore how attention to damages issues may be fruitful, and how clients and counsel can make the best use of their damages experts, from the initial evaluation of the case, through the development of the case and, ultimately, in the merits hearing.

The Mayflower Renaissance Hotel
1127 Connecticut Avenue, NW
Washington, D.C. 20036

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