PARISBABYARBITRATION

BIBERON

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French and foreign court decisions

Arbitral awards

Interview with Nadia SMAHI

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FOREWORD

Paris Baby Arbitration is a Parisian association and an international forum aiming the promotion of young arbitration practice, as well as the accessibility and the popularizing of this field of law, still little known.

Each month, its team has the pleasure to present you the Biberon, an English and French newsletter, intended to facilitate the lecture of the latest and the most prominent decisions given by states and international jurisdictions, and the arbitral awards.

For this purpose, Paris Baby Arbitration encourages the collaboration and the contribution of the younger actors in arbitration.

Paris Baby Arbitration believes in work, goodwill and openness values, which explain its willingness to permit younger jurists and students, to express themselves and to communicate their passion for the arbitration.

Finally, you can find all the previously published editions of the Biberon and subscribe to receive a new issue each month on our website: babyarbitration.com.
We also kindly invite you to follow us in our LinkedIn and Facebook pages and to become a new member of our Facebook group.

Have a pleasant reading!

FRENCH COURTS

COURTS OF APPEAL

Paris Court of Appeal, 2 February 2021, Sasu Tok Tokkie Company (TTC) v. Monster Energy Limited (MEL) n° 20/01789

Contributed by Arthur ETRONNIER

The French company Tok Tokkie Company (hereafter TTC) and the Irish Company Monster Energy Limited (hereafter MEL) signed a "letter agreement" on October 23, 2010 concerning the sale of MEL's products by TTC on Reunion Island. The agreement included an article 15 which provided for recourse to arbitration in the event of a dispute. In 2012, the idea of signing a distribution contract was put forward without it being materialized.

In January 2016, the MEL company announced its intention to terminate its relationship with the TTC company as of July 2016. The company TTC then asked the company MEL for the payment of a sum of 74 840.97 € representing the marketing expenses incurred for the sale of the products. In response, MEL filed a request for arbitration on the basis of the arbitration clause of Article 15 above before the London Court of International Arbitration (LCIA).

On March 8, 2017, the tribunal composed of a sole arbitrator found that the parties were bound by the letter agreement, that it had jurisdiction to decide the dispute arising out of it and that the termination was not unlawful. He therefore ordered the company TTC to pay the arbitration costs incurred by the company MEL. A second award was rendered on June 21, 2019 by the same arbitral tribunal following MEL's request to fix the amount that TTC had to reimburse as a result of the arbitration proceedings. This amount was set at GBP 84,500. TTC subsequently brought an action before the Nanterre Commercial Court to have MEL condemned. The latter then challenged the jurisdiction of the court.

Subsequently, the two aforementioned awards having been the subject of an exequatur procedure, the company TTC decided to appeal to the Paris Court of Appeal. Specifically, TTC requested that the first award be reformed in light of the fact that the arbitral tribunal rejected the application of the 2012 distribution agreement to the English law without considering whether it had jurisdiction. Citing the ROME 1 Regulation, the TTC considered that the law applicable to this distribution contract was Irish law and that it was according to this law that its validity should have been examined and applied if necessary.

Consequently, the arbitral tribunal would have been incompetent to settle the dispute. In reaction, MEL argued that the arbitral tribunal had carefully examined the common intention of the parties and had clearly found that they were only bound by the letter agreement of October 23, 2010. Thus, it acknowledged that no other agreement depriving it of its jurisdiction existed. The Paris Court of Appeal therefore ruled on this situation on February 2, 2021.

Under article 1520 of the Code of Civil Procedure, it reminds that a sentence must be annulled if the court has wrongly declared itself competent or incompetent. She then recognized that there was only one agreement between TTC and MEL - the "letter agreement" of October 23, 2010 - and that it included a clause submitting all disputes concerning it to the London Court of International Arbitration. Similarly, the clauses of this agreement stipulated that English law was applicable and that no modification, renunciation or novation would be taken into account without the joint agreement of both parties; something that had not been done.

Thus, the Court confirmed that the arbitral tribunal was indeed competent to rule on the dispute. By the same token, it dismissed the appellant's application for the annulment of the exequatur proceedings and thus gave enforceability to the awards rendered on March 8, 2017 and June 21, 2019.

Lyon Court of Appeal, 4 February 2021, S.A. LAB v. ORIENTRANS TASIMACILIK A.S., n° 20/02755

Contributed by Alexander MIRONOV

This case raises an issue of extension of the arbitration clause. The company Orienstrans Tasimacilik A.S. ("Orienstrans") is a freight forwarder. On 12 January 2018, by a purchase order, Orientrans was undertaken by S.A. Lab to organize the transportation of three silos and a refrigeration tower from Turkey to England. The general conditions of purchase contained a clause attributing jurisdiction to the Lyon Commercial Court.

In his turn, Orientrans concluded a marine transportation contract (charter party) with Osprey shipping limited ("Osprey"). Osprey transported the goods from Turkey to an English port and also provided road transportation from the port to the place indicated to Orienstrans by S.A. Lab.

However, there were some nuances. Due to strong winds, the ship transporting the goods was detained for eight days. In addition, the road transportation was accompanied by a police escort. The last is that this transportation required the lifting of power lines along the delivery route. Orientrans asked S.A. Lab to reimburse the sums it claimed to have paid to Osprey as additional costs requested by Osprey.

S.A. Lab refused to pay the costs. Orientrans filed a motion before the Lyon Commercial Court. In response, S.A. Lab invoked an arbitration clause. This clause being written on the GENCON 1994 model and inserted in the charter party between Orientrans and Osprey was signed by S.A. Lab. According to S.A. Lab, the Lyon Commercial Court was incompetent and the parties had to bring their case before the arbitral tribunal constituted in accordance with the charter party's provisions.

On May 12 2020, the Lyon Commercial Court affirmed its jurisdiction ratione materiae and found that the arbitration clause was inapplicable to the dispute.

On 28 May 2020, S.A. Lab appealed the decision before the Lyon Court of Appeal.

The Court examines the applicability of the arbitration clause from the point of view of article 1448. The Court notes that the cause of the dispute lies in the charging of costs under the charter party.

More specifically, the dispute relates to the costs that were charged by Osprey to Orientrans pursuant to the charter party and which were recharged by Orientrans to S.A. Lab in execution of the marine transportation contract. In particular, the Court points out that the merits of the Orientrans' claim depend on the merits of the Osprey's one in the light of the charter party's provisions. It follows that the arbitration clause contained in this contract is binding on S.A. Lab. The Court considers that the charter party's clauses prevail over the general conditions of purchase governing the S.A. Lab purchase order. Subsequently, the Court rejects Orientrans' arguments that the arbitration clause is manifestly inapplicable because S.A. Lab is not a party to the charter party.

The Court overturns the challenged decision, declares the Lyon Commercial Court incompetent and refers the parties to arbitration. Therefore, it is the arbitrators who should decide on their own jurisdiction.

Rennes Court of Appeal, 9 February 2021, n° 20/03714

Contributed by Célia KUHN

Following a request from the Ministry of the Armed Forces, Redscore ordered a batch of kits from BCBI. They then concluded an exclusive agent contract containing an arbitration clause, providing that any dispute would be subject to English law. BCBI, however, refused to make the planned delivery. The Ministry of the Armed Forces then gave Redscore formal notice to proceed with the delivery under penalty of canceling the order.

Redscore then sued BCBI before the president of the Lorient commercial court for emergency proceedings in order to enforce the company BCBI to proceed with the delivery. By an order of August 7, 2020, the emergency judge rejects the jurisdictional plea based on the existence of an arbitration clause, and orders BCBI to proceed with the delivery under the threat of penalty.

BCBI therefore appealed against this decision before the Rennes Court of Appeal. It considers that the judge must declare himself incompetent to rule, due to the existence of the arbitration clause providing for the application of English law to the dispute.

Redscore, for its part, asks the judge to confirm the order and to declare itself competent, by declaring the content of the agent contract inapplicable to this dispute, no longer in force at the time of the order. It also considers that the existence of an arbitration clause for the benefit of foreign jurisdictions does not forbid referral to the court of emergency proceedings.

The Court of Appeal therefore confirmed the order of the Lorient Commercial Court. First of all, it considers that, contrary to what the respondent company considered, the exclusive agent contract was still valid on the date of the contested order. Indeed, the petitioner company has demonstrated regular and uninterrupted relations, and is therefore justified in using it.

However, she recalls that according to articles 1465 and 1511 of the Code of Civil Procedure, the court is not able to say whether or not the dispute falls within the jurisdiction of the court or which law it should applies. The judge also relies on

Article 1449 of the Code of Civil Procedure to hold that as long as the arbitral tribunal is not constituted, a party can apply to a state court to obtain an investigative, interim or protective measure. The Court of Appeal ruled that in this case, the request was undoubtedly conservative in nature of the rights of the company Redscore, which had received a final formal notice from the Ministry of Armed Forces. Thus, the Rennes Court of Appeal considers the jurisdiction of the summary judge to be acquired, and rejects the jurisdictional plea of material incompetence.

Paris Court of Appeal, 11 February 2021, S.A. Orange v. Republic of Congo, n° 20/08151

Contributed by Lara KHOURY

The Republic of Congo was ordered to pay various amounts to Orange, a company, by an arbitral award issued on 1 November 2007, and to Commisimpex, a company, by two arbitration awards issued on 3 December 2000 and 21 January 2013.

After having issued an order to pay which entails property attachment ("*commandement de payer valant saisie immobilière*"), Orange and Commisimpex referred the matter to the enforcement judge to order the forced sale of the Republic of Congo's real estate assets. By decision dated 25 June 2020, the enforcement judge annulled the order to pay and ordered the release of the property attachment. Orange and Commisimpex appealed against this decision before the Paris Court of Appeal.

The Court considers that Petitioners are entitled to invoke the provisions of Article L. 111-1-2, 3° of the Code of Civil Enforcement Proceedings (introduced by law no. 2016-1691 of 9 December 2016, known as "*Sapin II*"), which specifies that measures of forced enforcement against property belonging to a foreign State may be authorised when a decision or an arbitral award has been issued against the State and the property in question is specifically used or intended to be used by the State otherwise than for non-commercial public service purposes and has a link with the entity against which the proceedings have been brought.

The Court specifies that are in particular considered as specifically used or intended to be used by the foreign State for non-commercial public service purposes, goods used or intended to be used in the exercise of the State's functions for diplomatic mission, consulate posts, special missions, missions to international organisations, or delegations to organs of international organisations or international conferences.

For such property used or intended to be used in the exercise of diplomatic functions of the foreign State, Article L. 111-1-3 of the same code further specifies that measures of forced enforcement may only be applied in the event of an express and special waiver by the State.

Regarding the first real estate asset which is not the seat of the embassy or consulate of the Republic of Congo, the Court infers that it is not assigned to diplomatic activity and that it may therefore be subject to attachment. Nor is it established that the second real estate asset is assigned to a diplomatic activity, consequently the Court decides that it may therefore be subject to attachment, as it necessarily has a link with the entity against which the proceedings were instituted, within the scope of Article L. 111-1-2, 3°, since it belongs to the debtor State. However, with regard to the third real estate asset for which there is no evidence of an absence of distinctive signs relating to the diplomatic use of the asset, the exemption from payment of property tax confirms the diplomatic use of the asset that is therefore exempt from attachment.

Consequently, the Court held that the decision dated 25 June 2020 is reversed concerning the annulment of the order to pay entailing property attachment of the Republic of Congo's real estate assets except for the third one which is exempt from attachment.

FOREIGN COURTS

Full Court of the Federal Court of Australia - 1 February 2021 - No. [2021] FCAFC 3

Contributed by Fanny VIGIER

In Kingdom of Spain v Infrastructure Services Luxembourg S.a.r.l., the Full court of the Federal Court of Australia confirmed that Spain could not rely on sovereign immunity as defence to recognition of an ICSID award under the Energy Charter Treaty (ECT).

In 2007, to comply with a European directive encouraging the development of renewable energy, Spain enacted a regulatory regime that sought to incentivise renewable energy in the country. Between late 2012 and 2014, Spain implemented various legal measures which significantly reduced the incentive scheme. Subsequently to these changes, European investors commenced arbitration at the International Centre for Settlement of Investment Disputes ("ICSID") against Spain claiming breaches of the Energy Charter Treaty ("ECT").

Ultimately, four awards were issued declaring Spain liable under the ECT. In 2019, European investors sought to enforce the awards against Spain's assets located in Australia. To object these proceedings, Spain argued that under section 9 of the Foreign States Immunities Act 1985 ("the Immunities Act"), Spain did not submit to the court's jurisdiction for a monetary judgment against it and therefore was immune from suit, as a foreign state.

However, there is an exception to that immunity where a foreign state has agreed by treaty to submit itself to jurisdiction. The Applicants argued that by being a signatory to the ICSID Convention, Spain had agreed with the Contracting States to the ICSID Convention (including Australia) to submit itself to the jurisdiction of this Court.

In February 2020, the Federal Court of Australia agreed with Claimant and held that Spain's accession to the ICSID Convention constituted a submission to the jurisdiction of the Australian Federal Court.

Spain appealed this decision to the Full Court of the Federal Court of Australia and argued that the proceedings before the Federal Court were "enforcement" procedure. Spain also argued that "execution" as mentioned in Article 55 of the ICSID Convention also includes "enforcement" of an award. In line of this argument, Spain finally asserted that its entry into the ICSID Convention could not constitute a waiver of immunity in enforcement proceedings.

As a reminder, Article 55 states that "Nothing in Article 54 shall be construed as derogating from the law in force in any Contracting State relating to immunity of that State or of any foreign State from execution".

The Full Court ultimately rejected Spain's arguments for two cumulative reasons.

First of all, the Full Court held that recognition is distinct from enforcement, as set out in Art 54(1) and 54(2) of the ICSID Convention, and Spain had agreed to Australia's jurisdiction for these purposes. The Full Court took this opportunity to clarify the notions of enforcement and recognition.

While, "recognition" of an arbitral award refers to the formal confirmation by a court that an arbitral award is authentic with legal effect under the domestic law, "enforcement" is the next step where a party seeks a domestic court's assistance in ensuring compliance with the award. As regards with "execution" refers to the process by which enforcement is performed.

Second, the Full Court confirmed that the Applicants' proceedings before the lower court were "recognition proceedings". Therefore, Art 54(2) must be a submission to Australian jurisdiction as Art 55 specifically excludes "recognition".

However, the Full Court also held that "enforcement" proceedings remain subject to Art 55 and despite the findings at first instance, the wording of the orders delivered by the Federal Court in this proceeding went beyond simply entering judgment on the award. Consequently, the lower court judgment amounted to enforcement of the ICSID award rather than recognition.

In light of the above, Spain's appeal was ultimately upheld and the primary judge's orders were set aside.

United Kingdom High Court of Justice, 15 February 2021, No. EWHC 286

Contributed by Fanny VIGIER

In Republic of Sierra Leone v SL Mining Ltd, the English Commercial Court dismissed a challenge to an ICC award made under section 67 of the Arbitration Act 1996, finding that the basis of challenge was a question of admissibility to be determined by the arbitrators rather than an issue of jurisdiction falling within section 67.

The underlying proceedings resulted from a dispute about a 25-year mining licence agreement ("MLA") granted by the Republic of Sierra Leone ("claimant"), to SL Mining Ltd ("defendant") in 2017 which Sierra Leone initially suspended and then terminated.

In 2019, following the cancellation of the mining license agreement by Sierra Leone, SL Mining filed an arbitration under the International Chamber of Commerce ("ICC") Emergency Arbitration Rules. Yet, the substantive arbitration commenced before the expiry of the cooling-off period agreed by the parties.

After the constitution of the Tribunal, Sierra Leone challenged its jurisdiction for breaching the three-months cooling-off period. The Tribunal rejected this challenge and confirmed its jurisdiction with regards to SL Mining's claims in a Partial Final Award.

Sierra Leone challenged this Partial Final Award before the English Commercial Court under section 67 of the Arbitration Act 1996 which allows a party to challenge the substantive jurisdiction of the tribunal.

The English Commercial Court dismissed Sierra Leone's challenge and upheld the Partial Final Award for the following reasons.

First of all, the Commercial Court ruled that the challenged raised by Sierra Leone was not a question of jurisdiction, but of admissibility. As such, it was within the hands of the Tribunal and not to be disturbed by the courts.

Sir Michael Burton, who handed this judgment, took this opportunity to clarify the distinction between "jurisdiction" and "admissibility" under English law. If an issue relates to whether a claim can be brought to arbitration, the issue is ordinarily one of jurisdiction and, therefore, a challenge under section 67 of the Arbitration Act 1996 is available. However, where an issue relates to whether a claim should be heard by the arbitrators at all, the issue is ordinarily one of admissibility, and the decision of a

tribunal is final. The question of compliance with multi-tier dispute resolution clauses is not a question of whether a claim is arbitrable or can be brought in arbitration. Instead, this is a question of whether a claim is premature and an issue regarding admissibility.

Second, the Commercial Court found obiter that Sierra Leone had waived its right to assert non-compliance with the three-month cooling off period in the dispute resolution clause by insisting on service of the Request for Arbitration (on 30 August 2020).

Finally, the Commercial Court also found obiter that there was no breach of the multi-tier dispute resolution clause (clause 6.9 of the MLA) since the three-month cooling-off period was not an independent condition precedent to commencing arbitration but only a "tied to the objective […] of reaching an amicable settlement." As such, the clause was not an absolute bar to bringing proceedings for three months and proceedings could be brought before the end of the cooling-off period if the objective of amicable settlement could not be achieved.

INTERVIEW WITH NADIA SMAHI

Q1. Hello Nadia, could you remind us of your background?

With pleasure, thank you for having me. I am a Swiss-qualified attorney at law working as an International Arbitration associate for the Geneva office of Bär & Karrer Ltd, one of Switzerland's largest law firms. In this framework, I work on complex international arbitration cases in various industries in English, French and German. I also have experience in Intellectual Property matters, in particular with regards to patents, trademarks, copyrights and unfair competition law disputes.

I was born and raised in Geneva but I have had the chance to study and work abroad a lot in my early twenties. In addition to obtaining my Bachelor and Master of Laws in Switzerland, I took part in various exchange programs with universities in New York, Boston, Berlin and Hamburg. I also graduated with an LL.M. in International Commercial Arbitration Law from Stockholm University.

In parallel to my studies, I carried out various international arbitration-related internships in Switzerland, but also in Frankfurt (Allen & Overy) and in Paris (ICC International Court of Arbitration).

I am currently involved in several young arbitration practitioners' associations and, prior to the pandemic, I often co-organised and attended conferences and academic events in the field of International Arbitration.

Q2. Can you mention some special features regarding the practice of international arbitration in Switzerland?

Switzerland is one of the leading places for arbitration worldwide. While its popularity is partially linked to historical reasons, in particular Switzerland's traditional neutrality, it offers today concrete tools for the efficient settlement of international disputes.

In particular, the Swiss *lex arbitri* (Chapter 12 of the Swiss Private International Law Act, revised in 2021) provides clear and concise provisions which are easy to follow for practitioners from foreign jurisdictions.

The Swiss Federal Supreme Court also has a very "pro-arbitration stance" which makes it extremely difficult to successfully challenge arbitral awards rendered in Switzerland. Switzerland is also known to be a well-organised country. With regards to international arbitration, this is reflected by the presence of the country's very own Swiss Chambers' Arbitration Institution (SCAI), which administers (mostly international) arbitrations under the Swiss Rules of International Arbitration.

Furthermore, some of the world's leading international arbitration practitioners are based in Switzerland. Lastly, the well-renowned Swiss Arbitration Association (ASA) is very active in promoting international arbitration and its many benefits to users in Switzerland and abroad. All of these elements, combined with the fact that the country, albeit small, is very diverse (in particular thanks to the four official languages spoken), make Switzerland one of the best places to have international arbitrations seated.

Q3. You have recently published a notable article, "Due process under the Swiss Rules of International Arbitration". Can you briefly tell us about it? How did you decide to write this article?

Having always particularly enjoyed legal research and academic tasks, I try to regularly publish in my field of practice in addition to my work as a lawyer. Last Spring, I decided to start writing an article related to the Swiss Rules of International Arbitration as they are a well-written, reliable and comprehensive set of arbitration rules that merit attention.

I chose to address the topic of "due process" as an aspect that would be helpful in practice to both arbitrators and parties to Swiss Rules international arbitrations. In this sense, writing on Article 15 – the provision of the Swiss Rules that addresses

essential issues such as the arbitral tribunal's discretion in conducting the proceedings, party autonomy as well as the parties' right to be heard and right to equal treatment – seemed to be a good idea.

As the Swiss Rules were revised almost 10 years ago, in 2012, I also thought that the timing would be appropriate to perform an extensive review of all the decisions rendered by the Swiss Federal Supreme Court in relation to Swiss Rules arbitrations seated in Switzerland since June 2012. I have to admit that the task turned out to be even more time-consuming and complex that I had initially imagined, but I believe it was worth it in order to bring a more concrete illustration of the topic in practice.

Q4. I notice that you are not only an associate but also secretary of arbitral tribunals in many arbitration proceedings. What does this role of tribunal secretary involve and what does it bring you as a lawyer?

While my everyday practice mainly focuses on counsel work and representing/advising parties in international arbitration and court proceedings, I do indeed get the chance to also assist arbitrators as an arbitral secretary. In this context, I provide them assistance in relation to the administrative part of their mandates, without having, however, any influence on the decision-making process.

I find this change of perspective to be quite welcome and refreshing. Being involved in an arbitration from a more neutral point of view, without having to intensively defend one party's interest, allows a more "balanced" approach to the issues at hand, while still being an instructive and challenging experience in terms of the precision required to carefully understand the parties' submissions.

This role also provides valuable experience for my own practice as counsel as it offers helpful insights on how the parties' arguments are perceived by the arbitrators.

Q5. Do you have any tips for young people who want to start their career in international arbitration?

I do not think that there is any secret recipe to starting a successful career in international arbitration. Nowadays, it seems that even more young lawyers want to be working in the field than ten years ago, when I first started to get interested in it myself. As a result, the market seems to be more competitive than ever.

What I can do, however, is share a few things that seem to have worked for me in this regard.

First, if you are serious about working in international arbitration, I would suggest considering obtaining an LL.M. or a specialised degree in this field. The offer is incredibly rich and there is something available for everyone. I, however, also strongly recommend ensuring you have the best grades possible in your own jurisdiction as well, as this will always be taken into account wherever you apply afterwards.

Second, I would suggest doing internships in this field during your studies in order to get a head start in terms of work experience and network building.

Third, I highly recommend taking part in Moot Court competitions, in particular the prestigious Willem C. Vis International Commercial Arbitration Moot or the Frankfurt Investment Arbitration Moot. This will not only bring you extremely useful pleading skills for the rest of your career, but also (and perhaps more importantly) contacts in the field and new friends from across the globe.

Last but not least, in relation to this last point, I would keep in mind that it is never too early to start building your network, for instance by attending academic events and following-up with the people you meet. The situation is not ideal at the moment as in-person events are not taking place anymore, but attending some of the numerous Webinars and online events that still take place is a great alternative.

I have personally been lucky to meet exceptional people along the way, who have kindly provided me with helpful advice and guidance, acting as mentors and friends. I strongly believe that I would not be where I am today if it were not for them and I am very grateful.

EVENTS OF THE MONTH

March 1st, Russian Arbitration Week

ONLINE

Seminars, round tables, presentations and conferences organised by Russian and foreign arbitration institutions. Two key events:

- Russian Arbitration Day
- GAR.live Moscow

Website:
http://www.arbitralwomen.org/aw-events/#/6167/RussianArbitrationWeek2021

March 3rd, Construction industry overview

ONLINE

Len Bunton and Neil Kelly will discuss the impact of COVID -19 on the construction industry.

Website: http://www.ciarb.org/events/construction-industry-overview/

March 4th, "*Afrique : droit de l'arbitrage commercial international - avancées et obstacles à l'heure de la pandémie et des Etats en conflit ou post-conflit*"

ONLINE

Webinar on the impact of Covid-19 and State conflicts or post-conflict on international commercial arbitration law in Africa and in OHADA Law.

Website:
http://www.avocatparis.org/ma-formation/agenda-des-evenements/afrique-droit-de-larbitrage-commercial-international-avancees-et

March 5th, Vis Pre Moot in Buenos Aires

ONLINE

The Permanent Court of Arbitration is hosting two Vis Pre-Moots to prepare students for the 28th edition of the Willem C. Vis International Commercial Arbitration Moot. The PCA is organizing this 2nd edition of the Buenos Aires Pre-Moot following the success of the first edition in 2020. If conditions allow, the Buenos Aires Pre-Moot could be held in-person (or in a hybrid fashion) at the San Martín Palace in Buenos Aires.

Registrations are now closed, but you can submit an expression of interest to premoot@pca-cpa.org.

Website: https://pca-cpa.org/fr/news/pca-to-host-hague-vis-pre-moot-on-22-23-march-2021-and-a-buenos-aires-vis-pre-moot-on-5-march-2021/

March 8th and 9th, 36th ICC Queen Mary University of London Annual Joint Symposium of Arbitrators

ONLINE

The 36th Joint Symposium of the Queen Mary University of London School of International Arbitration and the ICC Institute of World Business Law will address the topic of variations of hardship and international dispute.

Website: https://2go.iccwbo.org/icc-sia-qmul-annual-joint-symposium-of-arbitrators.html

March 8th to 12th, Vis Pre-Moot: Moot Shanghai 2021

ONLINE

Pre-Moot in advance of the Willem C. Vis International Commercial Arbitration Moot. Now open to the registration for legal practitioners to act as arbitrator in the moot.

Website: https://2go.iccwbo.org/icc-vis-pre-moot-shanghai-2021.html

March 9th, Keeping corruption out of international arbitration: practical considerations

ONLINE

Dr Tadas Varapnickas and Patricija Rukštelytė will discuss the issue of corruption in international arbitration.

Website: http://www.ciarb.org/events/keeping-corruption-out-of-international-arbitration-practical-considerations/

March 9th, CIArb International Women's Day Virtual Event

ONLINE

Reflection on the victories of gender diversity in international arbitration and the remaining challenges to reach true and complete gender equality.

Website:
http://www.arbitralwomen.org/aw-events/#/6312/CIArbInternationalWomen'sDayVirtualEvent(viaZoom)

March 9th, "*L'actualité du contrat d'arbitre*"

ONLINE

Conference on the topicality of the arbitration clause organized by the French Arbitration Committee.

Requests for registration are to be addressed to Mrs Aline Cambon: secretariat@cfa-arbitrage.com

March 10th, ICC YAF: Arbitrator Transparency in Investment Arbitration

ONLINE

Online conference on arbitrator transparency in investment arbitration from three different angles: information available about arbitrators' past decisions (and, potentially, future decision-making), information available to institutions, and information available about ongoing procedures.

Website: https://2go.iccwbo.org/icc-yaf-arbitrator-transparency-in-investment-arbitration.html

March 14th to 22nd, Vis East International Commercial Arbitration

ONLINE

The Vis East welcomes 150 school teams from all continents in a realistic exercise in written and oral advocacy. This year's problem is under the Swiss Rules and concerns vaccination.

Website: https://www.cisgmoot.org/en-US

March 17th to 18th, 16th ICC Turkish Arbitration Day

ONLINE

Two-day conference on the recent developments of arbitration in Turkey.

Website: https://2go.iccwbo.org/icc-turkish-arbitration-day.html

March 18th, ICC Prague Arbitration Day 2021: Managing Arbitration Effectively

ONLINE

Event co-organized by the ICC Czech Republic and the ICC International Court of Arbitration. One-day conference that focuses on topical issues in arbitration.

Website: https://2go.iccwbo.org/icc-prague-arbitration-day-2021-managing-arbitration-effectively.html

March 18th and 19th, ICC Vis Pre-Moot

ONLINE

Pre-Moot in advance of the Willem C. Vis International Commercial Arbitration Moot.

Website: https://2go.iccwbo.org/icc-vis-pre-moot.html

March 22nd and 23rd, Vis Pre Moot at the Permanent Court of Arbitration

ONLINE

The Permanent Court of Arbitration is hosting two Vis Pre-Moots to prepare students for the 28th edition of the Willem C. Vis International Commercial Arbitration Moot. The PCA is organizing this 14th edition of the traditional Hague Pre-Moot.

Registrations are now closed, but you can submit an expression of interest to premoot@pca-cpa.org.

Website: https://pca-cpa.org/fr/news/pca-to-host-hague-vis-pre-moot-on-22-23-march-2021-and-a-buenos-aires-vis-pre-moot-on-5-march-2021/

March 23rd, Arbitration Reform in Practice - What Changes?

ONLINE

Conference presented by the ITA Academic Council with the American Society for International Law (ASIL), addressing the future of international arbitration with reformers and practitioners.

Website: https://www.cailaw.org/Institute-for-Transnational-Arbitration/Events/2021/ita-asil.html

March 24th and 25th, 2nd Energy and Environmental Law Conference

ONLINE

This event will host scholars and practitioners to look at the current topics of environmental law for the energy industry.

Website: https://www.cailaw.org/institute-for-energy-law/events/2021/energy-environmental.html

March 26th to April 1st, Willem C. Vis International Commercial Arbitration Moot

ONLINE

28th edition of the Willem C. Vis International Commercial Arbitration Moot, largest international moot court competition attracting more than 300 law schools from all around the world. For the second time since 1994, the Vis Moot will be conducted online due to the Covid-19 pandemic.

Website: https://vismoot.pace.edu/TeamDashboard