PARISBABYARBITRATION



Monthly Arbitration Newsletter - English version JUNE 2021, No. 46



Veronelli

PARIS BABY ARBITRATION TEAM







ALEXIS CHOQUET



ALICE ROLAIN



BÉNÉDICTE MARQUISE

General Secretary

President

Vice President

Treasurer

EDITORIAL TEAM



NICOLE KNEBEL

Chief Editor



FANNY VIGIER

Chief Editor



AFSIA BOUCETTA

News Officer

PARISBABYARBITRATION

babyarbitration.com

CONTRIBUTORS







DANIELA USVAT

RUDY TCHIKAYA

NATHALIE VAZQUEZ

TABLE OF CONTENTS

FOREWORD	5
FRENCH COURTS	6
COURT OF CASSATION	6
Court of cassation, 1st Civil Chamber, 26 May 2021, No. 19-20.410	6
Court of cassation, 1st Civil Chamber, 26 May 2021, No. 19-23.996	7
COURTS OF APPEAL	8
Paris Court of Appeal, 8 June 2021, No. 19/02245	8
Paris Court of Appeal, 9 June 2021, No. 20/15172	9
Paris Court of Appeal, 22 June 2021, No. 21/07623	10
ARBITRAL AWARDS	11
ICSID Case No. ARB/14/5, 3 June 2021, Infinito Gold Ltd v. Costa Rica	11
INTERVIEW WITH ALEJANDRA LAPUNZINA VERONELLI	14
EVENTS OF THE NEXT MONTH	19
From July 5 th to July 16 th , Business and Human Rights for Legal Practitioners	19
July 13th, SIAC-CIArb Virtual Debate	19
July 14th, Does mediation present a golden opportunity for lawyers?	19
July 23 rd , YSIAC Webinar : In a Fishbowl with Kiran and Johan	20
July 23 rd , Obtaining interim measures and enforcement of awards in Mainland China	20

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.

Enjoy reading!

FRENCH COURTS

COURT OF CASSATION

Court of cassation, 1st Civil Chamber, 26 May 2021, No. 19-20.410

By Daniela Usvat

On 26 May 2021, the First Civil Chamber of the French Court of Cassation ruled on the parameters surrounding the extension of an arbitration clause.

The Danish company United Exhibits Group Holding ("UEGH"), the Iraqi company Iraq Cultural Project Organisation ("ICPO") concluded a contract for the realization of an exhibition, which had yet to be established by International Exhibits Holdings ("IEH"), and the Iraqi Ministry of Culture. Prior to the liquidation of UEGH, the company established UEG Exhibits Group ADM ("ADM").

Following the unilateral termination of the contract by the Iraqi Ministry of Culture, the companies filed for arbitration.

On 10 July 2015, the arbitral tribunal declined its jurisdiction as regards IEH and ADM. IEH, ADM and ICPO ("Claimants") appealed this decision referring to Article 1520, paragraph 1 of the French Code of Civil Procedure. After the dismissal of the Paris Court of Appeal, the companies appealed to the French Court of Cassation in order to obtain the involvement of IEH and ADM in the performance of the contract and consequently on the scope of the arbitration clause.

The Claimants put forward three pleas. However, the second plea does not constitute a valid motive for cassation and the Court of cassation dismissed it without further examination.

According to the first plea, they complained that the judgment did not extend the arbitration clause to the companies involved in the execution of the contract, whereas the ICPO was created and is wholly owned by the IEH. Thus, the Court of Appeal limited itself to considering the financial involvement of IEH without considering that it was the company present at the conclusion of the contract and the parent company of one of the contracting parties. The Court rejected this argument, explaining that even if IEH was the parent company of ICPO, it was not a co-

contractor and its financial participation did not contribute to the performance of the contract itself, but to the financial arrangement of the operation.

As a final plea, the Claimants make the same complaint of violation of the principle of extension of the arbitration clause to the parties involved in the performance of the contract and argue that this involvement or, in this case, the substitution of ADM for UEGH due to its bankruptcy, does not necessarily have to be notified to the cocontractor. However, the Court finds that in the absence of knowledge, the Iraqi Ministry of Culture could not consider ADM as its co-contractor because it was not informed of this substitution or of UEGH's bankruptcy and consequently Claimants cannot prove a contrary intention.

Consequently, the Court of Cassation rejects the claim of IEH, ADM and ICPO.

Court of cassation, 1st Civil Chamber, 26 May 2021, No. 19-23.996

By Rudi Tchikaya

By judgment of 26 May 2021, the French Court of Cassation revisits the possibility for third parties not involved in the original arbitral proceedings, of appealing an order granting exequatur of an arbitral award.

A foreign arbitration award rendered in Cairo on 22 March 2013 was granted exequatur by order of the Paris High Court on 13 May 2013. The Paris Court of Appeal confirmed this decision on 28 October 2014. Consequently, a seizure was made on 11 March 2016 on the bank account of the Central Bank of Libya ("Claimant") with Crédit Agricole France.

As a result, the Central Bank of Libya appealed in front of the French Court of Cassation on the grounds that it was likely to prejudice him due to the seizure of his bank account without him being a party to the challenged exequatur decision. Claimant considered that the enforcement judgment rejecting its third-party opposition as inadmissible was contrary to Article 6, paragraph 1 of the European Convention for the Protection of Human Rights and Fundamental Freedoms as it contradicts Claimant's right to be heard.

In order to declare the Claimant's third-party application inadmissible, the Court of Appeal had held that the only recourse against the exequatur order is an appeal. It further considered that the appeal itself was only admissible for one of the reasons

provided for in Article 1520 of the French Code of Civil Procedure as regards the grounds for annulment of the arbitration award itself.

In its decision of 26 May 2021, the French Court of Cassation does not follow this reasoning. The judges recall that the third-party opposition is a remedy provided for by the common rules of French law and that it is possible to bring a third-party opposition against the decision of the Court of Appeal ordering the enforcement of an arbitral award. By doing so, the Court of Cassation distinguishes between the remedies available directly against the arbitral award on the one hand, and against the order granting enforcement of the award on the other hand.

Consequently, the Court of Cassation overturns the decision of the Paris Court of Appeal of 28 October 2014.

COURTS OF APPEAL

Paris Court of Appeal, 8 June 2021, No. 19/02245

By Nicole Knebel

By judgment of 8 June 2021, the Paris Court of Appeal dismissed an application to set aside an arbitral award alleging a lack of independence and impartiality of the arbitral tribunal in sport matters.

On 25 November 2015 a professional football player ("Respondent") entered into a sports agent agreement with Sport Management International SA ("SMI" or "Claimant"), a Swiss company, for a duration of two years. The contract contained an arbitration clause designating the Sports Arbitration Chamber of the French National Olympic and Sports Committee ("CAS") and referring to French law.

A dispute arose between the parties in the course of 2016 and Respondent unilaterally terminated the sports agent agreement by letter of 19 August 2017.

On 30 August 2017, Respondent signed an employment contract with the English L Hotspur Football Club.

After unsuccessfully having put Respondent on notice to pay the commission provided for in the sports agent contract, SMI filed a request for arbitration with the CAS Secretariat on 12 February 2018.

PARISBABYARBITRATION

By decision of 21 January 2019, the CAS arbitration panel rejected all of SMI's claims, with the exception of its claim alleging reputational damage. As such, it ordered Respondent to pay SMI the sum of EUR 30,000.

On 18 February 2019, SMI filed an action for annulment of the award before the Paris Court of Appeal.

For the purposes of its application to set aside the award, Claimant argued that the arbitral tribunal violated its duty of independence and impartiality resulting from the fact that the defence counsel was registered on the CAS list of arbitrators and had therefore a link with the arbitral tribunal.

The Court of Appeal dismissed the application for annulment, holding that in the absence of any further evidence justifying any reasonable doubt, the mere fact that the defence counsel is registered on the CAS list of arbitrators is not sufficient to call into question the independence and impartiality of the arbitral tribunal that rendered the award.

Paris Court of Appeal, 9 June 2021, No. 20/15172

By Nicole Knebel

By judgment of 9 June 2021, the Paris Court of Appeal strictly applied the urgency criterion in rejecting the appeal against an order of interim relief, which had ruled on his lack of jurisdiction in the presence of an arbitration clause.

In the context of a real estate development project, Bouygues Bâtiment Ile de France (« Respondent ») entered into a subcontract with Pasquinelli (« Claimant ») on 20 June 2016. The contract provided for an arbitration clause.

Following the handover of the building, a dispute arose over the amounts claimed by Pasquinelli for the execution of the contract and additional works.

In order to obtain the payment of a provisional sum relating to the sums incurred, Claimant applied to the judge of interim relief, the President of the Paris Commercial Court.

Because the judge of interim relief rejected its request, Claimant appealed against the order of interim relief in front of the Paris Court of Appeal on 23 October 2020.

In fact, Claimant considered that the existence of an arbitration agreement does not prevent the jurisdiction of the interim relief judge, if the three cumulative conditions of Article 1449, paragraph 1 of the French Code of Civil Procedure are fulfilled. First,



the parties must not have expressly excluded any recourse to the judge of interim relief. Second, at the moment of filing of interim relief, the arbitral tribunal must not yet have been constituted. Lastly, Claimant must demonstrate a certain "emergency', making it impossible to await the constitution of the arbitral tribunal.

In its judgment, the Paris Court of Appeal rejected Claimant's requests, holding that the interim relief judge did not have jurisdiction. The court argued that Claimant had failed to demonstrate such emergency that it would not be possible to wait for the constitution of the arbitral tribunal, since the dispute arose four years ago, with the presentation by Respondent of a counter-proposal for a final account.

Paris Court of Appeal, 22 June 2021, No. 21/07623

By Daniela Usvat

On 22 June 2021, the International Commercial Chamber of the Paris Court of Appeal ruled on the jurisdiction regarding claims for contractual liability of arbitrators.

Following the annulment of an arbitral award whose proceedings were based in Paris, a Qatari company brought an action for contractual liability against one of the arbitrators residing in Germany.

The company brought the case before the Paris High Court, which declined its jurisdiction according to the EU Regulation on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters of 12 December 2012 ("EU Regulation on jurisdiction"). In fact, the EU Regulation on jurisdiction grants jurisdiction to the courts of the Member State in which the services were provided, *i.e.* for jurisdiction of the German courts.

By judgment of 22 June 2021, the Court of Appeal infirmed this decision as Article 1.2(d) of the EU Regulation on jurisdiction excludes claims relating to the constitution of arbitral tribunals from its scope of application. Consequently, it applied Article 46 of the Code of Civil Procedure, which, in international matters, designates the courts of the place of performance of the contract as competent and notes that in arbitration matters, and unless the parties decide otherwise, the place of performance of the contract is the seat of the arbitration.

ARBITRAL AWARDS

ICSID Case No. ARB/14/5, 3 June 2021, Infinito Gold Ltd v. Costa Rica

By Nathalie Vazquez

On 3 June 2021, the Arbitral Tribunal held that the Republic of Costa Rica had failed to uphold its obligation of guaranteeing the investor fair and equitable treatment under the 1999 Bilateral Investment Treaty between Costa Rica and Canada (the "BIT"), awarding no damages for this breach. The arbitral tribunal rendered its final decision in the case opposing Infinito Gold Ltd. ("Claimant"), a company incorporated under the laws of Canada, to the republic of Costa Rica ("Costa Rica" or "Respondent"). The dispute arose out of the development of a gold mining project in the area of Las Crucitas, Costa Rica (§4).

At the heart of the dispute is the development of a gold mining project by Industrias Infinito in the Crucitas area, and specifically the cancellation of the mining project following a legislative ban on open pit mining in Costa Rica. Infinito Gold was first granted an exploitation concession on 17 December 2001, that became effective on 30 January 2002 (§74) for a ten-year term subject to extensions and a renewal that allowed it to "extract, process and sell the minerals from the Las Crucitas gold deposit". Following this, separate challenges were filed. The first, before the Ministry of Environment and Energy by presidential candidate Mr. Abel Pacheco. He requested the revocation of the concession alleging it was against the national interest and endangered the constitutional right to a healthy and ecologically balanced environment (§76). The second, was a constitutional challenge filed by environmental activists against the resolution that granted the concession on environmental grounds as well, and referred to as the Murillo Amparo (§77). On 26 November 2004, the Constitutional Chamber decided that the Concession violated the right to a healthy and ecologically balanced environment guaranteed by article 50 of the Constitution, and annulled the concession. In 2008, the new President Arias and the Ministry of Environment and Energy granted Claimant a new exploitation concession using "conversion". According to the award, the previous annulled concession was thereafter converted into a valid one, without reinstating the original one but creating a new one (§91). The 2008 concession was also subject to challenges, notably before the Contentious Administrative Tribunal ("TCA"), requesting the annulments of various administrative acts including the resolution granting the 2008 Concession. On 14 December 2010, the TCA annulled Claimant's 2008 Concession together with related administrative decisions (§102) particularly on the basis of the 2004 Constitutional Chamber decision (which annulled the 2002 Concession). In 2011, the Costa Rican legislature enacted an amendment to the mining code that prohibited open pit mining, which entered into force on 10 February 2011 (§104, §106). The mining ban was followed by the 2012 Resolution adopted by the Ministry of the Environment, Energy and Telecommunications that canceled Claimant's 2008 Concession.

The award follows a decision on jurisdiction issued on 4 December 2017, where the tribunal decided to join Respondents' jurisdictional objections (notably ratione temporis) and the determination of the existence of an investment in accordance with article I(g) of the BIT, to the merits phase. The tribunal dismissed all other preliminary objections raised (§6). Regarding the above-mentioned questions deferred to the merits phase, the majority of the tribunal concluded that the claims were in fact not time barred (§276). Furthermore, it concluded that there was no dispute that the Claimant had made an indirect investment in Costa Rica and rejected Respondent's illegality objection (§178). It found that the asset that qualified as an investment for the purposes of establishing jurisdiction was not the 2008 Concession, but rather the Claimant's shares in Industrias Infinito, directly owned by the Claimant through Crucitas Barbado limited.

Regarding the issue of liability, the Claimant alleged that Respondent had breached its obligations under the BIT. It particularly held that it had not, nor had its investments, been granted fair and equitable treatment (FET) in accordance with Article II(2)(a) of the BIT (§282). The Claimant also alleged that Respondent had not granted it Full Protection and Security ("FPS") (§283), that it had fully expropriated its investments (§284) and breached its substantive obligations imported through the most favorite nation clause ("MFN") (§285). On the contrary, Respondent denied it had breached any of its obligations under the BIT. According to Costa Rica the FET standard provided in the BIT was to be understood as limited to the minimum standard of treatment under customary international law ("MST") (§287). Therefore, for Respondent it did not include the protection of legitimate expectations and was limited to the protection against denial of justice, which it argued had not been committed in the present case. Additionally, for Respondent the Full Protection and Security standard did not extend to legal security. No expropriation ever took place since the Claimants rights were canceled ab initio; and furthermore, the MFN did not grant the right to import substantive protection from other treaties.

Regarding the alleged breach of the FET, the majority of the tribunal found that Article II(2)(a) of the BIT provided for an autonomous FET standard. The tribunal found that the standard was not limited to the MST under customary international law (§326) according to the ordinary meaning of the text. It also considered that Respondent had not met the burden of proof necessary to establish that the FET set out in the BIT should be understood as the minimum standard of treatment (§340). According to the tribunal, the application of the 2011 ban was unfair and inequitable as it was disproportionate to the policy pursued. Indeed, the ban had for effect the annulment of the concession and of pending proceedings, no longer allowing Claimant to request a new mining concession (§561, §565). The majority of the tribunal therefore concluded that Respondent had breached the FET standard through the 2011 Legislative Mining Ban and the 2012 Resolution that implemented the ban (§581). Nevertheless, the tribunal also found that the ban did not cause quantifiable harm, and that it could not award damages for the breach. The tribunal also dismissed the Claimant's FPS claim of an alleged failure of Respondent to provide legal security to its investments, as it considered the BIT standard to be limited to the protection of physical harm (§629). The Claimants' expropriation claim and the claim based on the BIT's MFN clause (§754) were denied.

To conclude, the tribunal decided that by enacting the 2011 Legislative Mining Ban and implementing it through the 2012 MINAET Resolution, Respondent had breached its obligation under Article II(2)(a) of the BIT to grant Claimant's investments fair and equitable treatment. The court further determined that it could award no damages from this breach; dismissed all remaining claims and requests for relief and ordered that each Party bear 50% of the Costs of the Proceeding and its own legal fees and other costs (§799).

INTERVIEW WITH ALEJANDRA LAPUNZINA VERONELLI

Q1. Hi Alejandra, thank you for agreeing to be featured in this month's edition of the Biberon. Would you mind presenting yourself and recalling briefly your background?

Thank you for inviting me to this interview!

I started my law studies at the University of Versailles Saint Quentin en Yvelines (UVSQ). At the time, I wasn't entirely convinced that it was a good choice, it was a very recent decision, unlike many who dream of becoming a lawyer since childhood. The UVSQ offered me an ideal setting: human-sized classes, a modern campus. I had the opportunity to do two



internships during my undergraduate years, one in general private law (family, employment, criminal) and the other in criminal law.

I chose to do a first year Master's degree at the University of Paris I Panthéon-Sorbonne, after identifying that I was interested in international law - a year full of academic challenges, crowned by the famous second year applications. I was lucky enough to be selected to join the second year Master's degree in International Economic Law in exchange with Columbia Law School and Sciences Po. It was a privilege to learn at these three institutions in one year.

At the end of my second year Master's degree, I did a two-month internship at the ICC with the Swiss-Italian team, before starting the preparation of the French bar exam (CRFPA) during the summer. After obtaining my CRFPA, I did some internships for a year, allowing me to become more familiar with the international arbitration field. I attended the EFB, did my final internship at Latham & Watkins in Paris and then my PPI at Rivera & Asociados in Buenos Aires, Argentina. On my return from Argentina, I passed the final bar exam (CAPA) and started working as an associate. I have since completed my training with a second LLM/MBA in business law and management at Paris II Panthéon-Assas, and then, a year ago, I joined NGE as an international in-house counsel.

Q2. After several years within different law firms in international arbitration, you decided to join NGE as an international in-house counsel. Could you explain what led you to this move and what are the main differences between the work as a lawyer and as in-house counsel?

It is a well-considered choice. After my studies, internships, associate position and opportunities with Delos or as a lecturer all focused on international arbitration, I started to crave for a broader and more diverse field. The more holistic view of a dispute, pre-litigation, a company and a project intrigued me. I took a first step in this direction through my LLM/MBA in business law and management (see question no. 5), and then another one by changing jobs.

In my opinion, there are several differences between working as an international arbitration lawyer and an international in-house counsel. I present some of them below which are strictly based on my personal experience, so others may have a different opinion!

- An associate, especially in the first few years, is required to conduct detailed research and analysis of certain issues in a limited number of cases, given the size and importance of each case. An in-house counsel is required to work on a wide variety of cases and subjects, and to be able to swiftly move from one subject to another, relying on your knowledge, automatism and research skills.
- For litigation matters in particular, an associate brings the resources of detailed analysis, whereas the in-house counsel also brings an in-depth knowledge of his client, his client's interests, and a more global vision of the consequences of the dispute, which go beyond the subject-matter of the dispute itself (commercial, strategic, reputational issues, etc.). She/he is also required to inform and explain the case to colleagues outside of the legal department (directors, operational and commercial teams, etc.).
- The associate interacts mainly with colleagues in the same field: other lawyers or in-house counsel. Interactions with people from other fields in the context of the preparation of witnesses or experts also take place from a litigation perspective. The in-house counsel is required to interact on a daily basis with colleagues from very different backgrounds: operational staff, which vary according to the sector, financiers, accountants, administrators, tax specialists, human resources, communication specialists, etc. The in-house counsel is often required to adapt the legal jargon to the person she/he is dealing with.
- Similarly, some lawyers are required to give training or lectures, but this remains occasional or incidental. Training and raising awareness of non-legal colleagues is one of the in-house counsels' continuous role within the company. The legal

director of NGE recently said "the second nature of an in-house counsel is to train his colleagues".

That being said, there are also many similarities (in no particular order) between an international arbitration lawyer and an international in-house counsel: the ability to conduct research and adapt to different legal systems and environments, high standards, analytical skills, working capacity, rigour, linguistic skills, etc.

In my opinion, both positions are interesting, enriching and complementary.

Q3. Since 2017, you worked with Delos Dispute Resolution on the Guide to Arbitration Places. Could you briefly present the project to our readers?

Of course! I have been part of the Delos team for several years now. I met Hafez Virjee - the president of Delos - during my internship at Dechert in Paris. He quickly talked to me about Delos, I was intrigued by the project: it is an international arbitration institution founded in 2014 that aims to provide an alternative to the more traditional and well-known institutions in the field.

Shortly after joining the team, we launched the first edition of the Guide to Arbitration Places (GAP). It is a guide on arbitration law in different jurisdictions. Each chapter is written by a law firm familiar with the arbitration law of the relevant jurisdiction. It is then reviewed by two practitioners from different jurisdictions, for further critical reading. This contributes to the quality of the final product.

The GAP stands out from other guides in particular by its structure. Each chapter contains two introductory tables, one mainly aimed at in-house counsels and the other at lawyers specialised in international arbitration, followed by a detailed section that provides detailed answers to some questions. In addition, the authors assign a colour-code - green, orange, red - to different categories, making it possible to quickly and efficiently identify the openness or, conversely, the possible difficulties in arbitration within a jurisdiction.

Together with the editorial team, we are in the process of finalising the publication of the new edition, which will include answers to innovative questions. The publication date is approaching, so stay tuned ©

Q4. In addition to your strong involvement in the Guide to Arbitration Places (GAP), you are also co-author of two articles published in the International Business Law Journal, a bilingual French law review on international business law. What do you think are the advantages of publishing as a young lawyer? Do you have any advice for our readers who want to publish?

Publishing when you are young and therefore necessarily "unexperienced" in the literal sense of the word is quite a challenge. That said, a large part of being a lawyer is about drafting. The little stress that builds up before submitting your article is somewhat similar to that of submitting a brief in a case. Is my paper clear? Is it precise? Is it well structured? Have I referenced my research and quotations correctly? Are there any mistakes? Did I correct this or that before sending it?

At the International Business Law Journal, I had the opportunity to publish articles with a well-defined content and to count on valuable advice from the editorial team. The first article was a report on a round table of young lawyers in which I was lucky enough to participate. An excellent opportunity to exchange, debate and brainstorm with colleagues of about the same age. The second article was a book review of a well-known book on international arbitration, of which a new edition was being published. Writing in this context is very helpful when you start writing articles: the framework is so well defined that you can dedicate enough care to the drafting quality and the thread, without getting lost in your research, summarizing it and stating your own analysis.

Writing articles that are more substantial is also a very interesting exercise. It is time-consuming, but keep in mind it is important to produce quality work: what you write and publish stays. It's helpful to be able to count on the support of one or more people - *i.e.*, fellow students, interns, more experienced associates or partners - to be able to produce quality work.

If you are keen on writing articles, go for it! There are plenty of opportunities for young professionals. But I don't see it as a necessary step in the early years of a career and there will be plenty of opportunities thereafter.

It is important to enjoy it. Writing is a way to share your thoughts, and there are many other alternatives to do so: round tables, debates, bar association or after-work meetings, Clubhouse and so on.

Q5. Last year you decided to return to law school and complete a complementary an executive LLM in Business Law and Management at Paris II Panthéon-Assas University. Could you tell us about this experience and the advantages of returning to university after several years of practicing law?

As I mentioned before, one of the things I was looking for was to broaden my field of practice. I chose to do this LLM/MBA to help me make the transition from an excessively specialised sector to a much more general field. It was an excellent opportunity to return to the general subjects of business law and above all to benefit from training in management, which is often overlooked in law school.

I really appreciated the fact of returning to university after having acquired professional experience. You see and understand things differently.

I also met fellow students with very different backgrounds with whom we were able to share thoughts and experiences about our professional backgrounds: this was an integral part of the degree.

It is essential for any lawyer or in-house counsel to continually update their legal training. Law is a moving subject and (fortunately) our legal education does not just end with Law School!

Q6. What advice would you give to students and young professionals starting their career in arbitration?

One interview in the Biberon follows another, so first of all, read this review carefully! It will give you plenty of advice and ideas.

Otherwise, trust yourself and create your own path. International arbitration is a very specialised field. When you start out, you often feel like you have to "tick boxes". Don't let this (otherwise non-existent) checklist override your instincts, your desires, or what motivates you. If you keep your eyes open, you will see that international arbitration can be practised in many different ways (specialised lawyers of course, but also international in-house counsel, third-party funders, international institutions and organisations...). It is important to like your work, because you'll dedicate a lot of time to it.

As a side note, never stop training, not only in arbitration, but also in other fields (comparative law, contract law, company law, environmental law, intellectual

property, new technologies, private international law, etc.). Arbitration is never practised in isolation; every case will require you to look into other areas of law.

EVENTS OF THE NEXT MONTH

From July 5th to July 16th, Business and Human Rights for Legal Practitioners

ONLINE

25-hour program seeking to help lawyers understand the core concepts and principles of international human rights and how they relate to business' operations.

Website: https://www.cnb.avocat.fr/fr/business-and-human-rights-legal-practitioners

July 13th, SIAC-CIArb Virtual Debate

ONLINE

Debate on the repeated arbitral appointments from the same party before arbitral institutions.

Website: https://www.siac.org.sg/component/registrationpro/event/604/SIAC-CIArb-Virtual-Debate?Itemid=552

July 14th, Does mediation present a golden opportunity for lawyers?

ONLINE

Online event where Andrew Miller QC and Rebecca Attree will address the question as to whether mediation does provide lawyers with a 'golden opportunity'.

Website: https://us02web.zoom.us/webinar/register/WN_6uWjoWIwRL-isUYkLrOfhw

PARISBABYARBITRATION babyarbitration.com

July 23rd, YSIAC Webinar: In a Fishbowl with Kiran and Johan

ONLINE

In this webinar, Kiran N. Gore and Johan Wong will discuss the hottest arbitration topics and chat on career tips, with a spotlight on Singapore and Americas. Members of the audience can volunteer to be the third panellist.

Website: https://www.siac.org.sg/component/registrationpro/event/611/YSIAC-Webinar--In-a-Fishbowl-with-Kiran-and-Johan?Itemid=552

July 23rd, Obtaining interim measures and enforcement of awards in Mainland China

ONLINE

This webinar will offer an overview of how Mainland courts have granted applications for interim measures and enforced arbitral awards in recent times.

Website: https://hkiac.glueup.com/event/obtaining-interim-measures-and-enforcement-of-awards-in-mainland-china-35195/