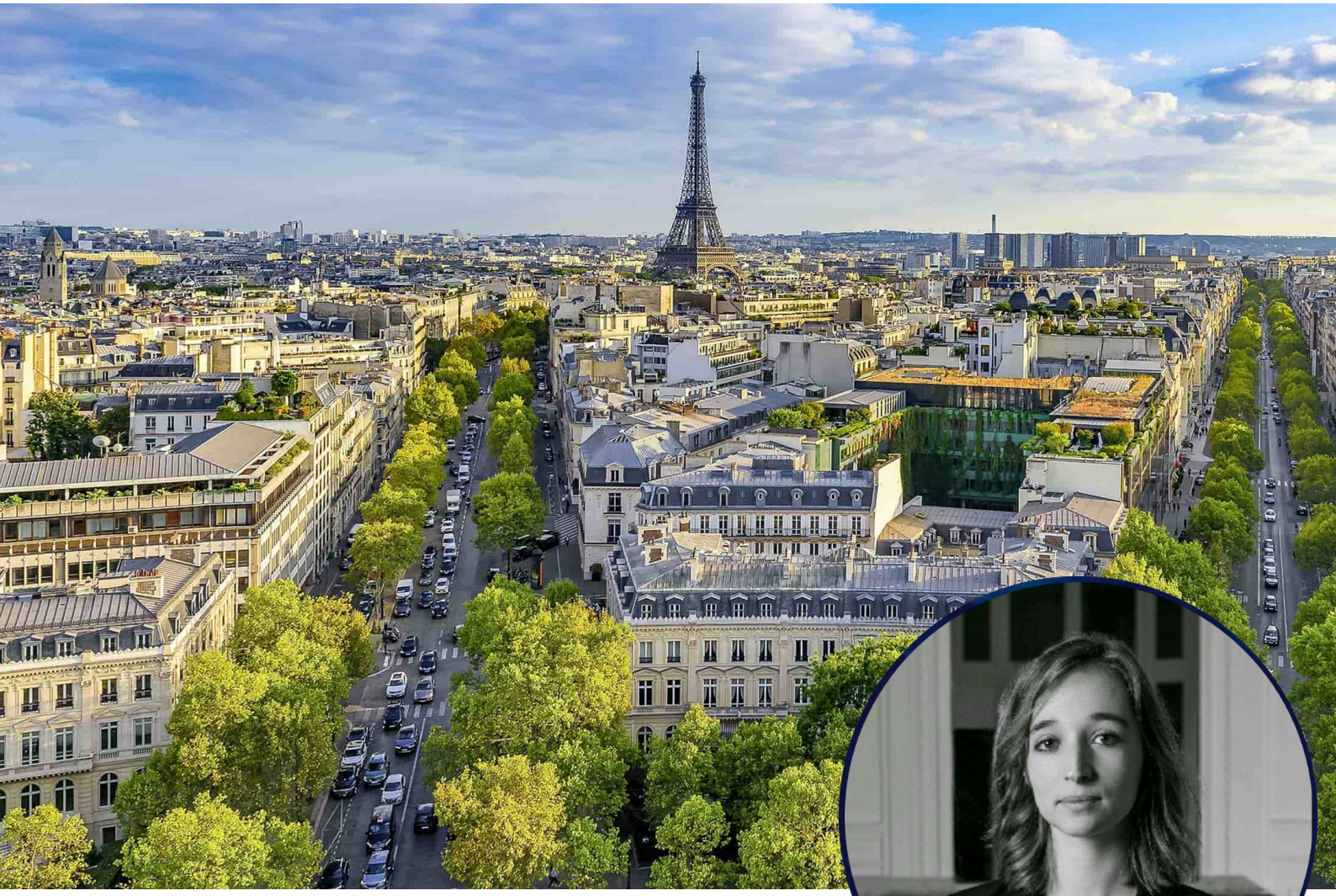
PARISBABYARBITRATION

BIBERON

Monthly Arbitration Newsletter – English version

MARCH 2022, No. 54



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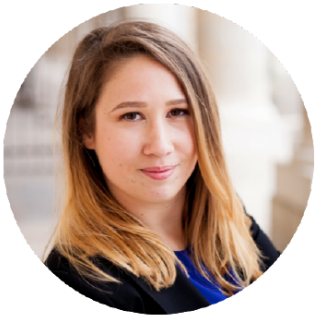

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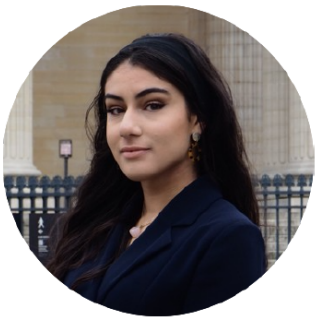

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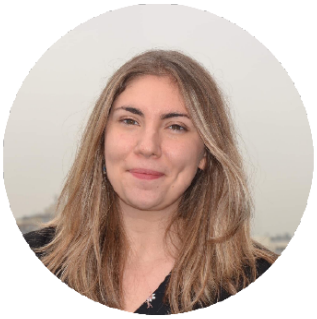

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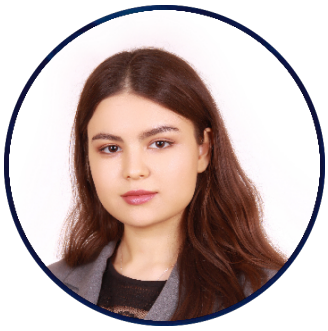

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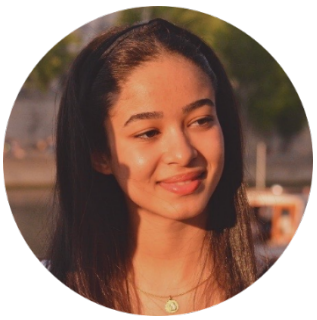

GOURZMI OUMAIMA

JULIETTE LETERRIER

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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.

Since our Newsletter constantly thrive to improve, we are very pleased to announce our Partnership with the LAW PROFILER team, which allows us in this months' edition to introduce a new "Internship and Job offers" section which cover some of the new opportunities in international arbitration and commercial litigation published this month!

Finally, you can find all the previously published editions of the Biberon and subscribe to receive a new issue each month on our website: **https://parisbabyarbitration.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, First Civil Chamber, 9 March 2022, no. 20-21.572

By Juliette Leterrier

On March 9, 2022, the Court of Cassation overturned the decision of September 10, 2020 of Noumea Court of Appeal by referring to the rules of private international law applicable to damages caused by fires at sea. Moreover, the Court of Cassation recalled that any derogation from article 1448 of the Code of Civil Procedure must be express and unequivocal.

For the performance of part of the services of a shipbuilding contract, concluded on March 7, 2008, the Italian company Fincantieri concluded an agreement, including an arbitration clause, with the company Bureau Veritas. The diesel generators and the fire protection system were ordered from the Finnish companies Wärtsilä Finland and Marioff Corporation. However, in 2015, the engine room of the vessel caught fire, triggering an action for compensation against the above-mentioned companies before the Commercial Court of Mata'Utu (Wallis and Futuna), where the vessel was registered.

Following the decision of Noumea Court of Appeal, the insurers presented three pleas to the Court of Cassation.

By the first and second parts of the first argument, the plaintiffs challenge the Court of Appeal's rejection of the manifestly unenforceable nature of the arbitration clause invoked by the insurers against Marioff and Bureau Veritas.

The Court of Appeal held that the Mata'Utu Court lacked jurisdiction to rule on the action brought by the insurers against the two companies. It said that the Court could not "prejudge the solution of the arbitrators" and that only the arbitral tribunal could determine whether the disputed clause was applicable to the signatory parties or to the companies involved. The insurers argue that the Court did not take into account the designation of the seat of the arbitration (London) and the law applicable to the arbitration proceedings (English law) to consider that the defendants had not intended to exclude the court from its jurisdiction to rule on the effect of the arbitration clause.

The Court of Cassation rejects the plea, holding that the plea of lack of jurisdiction was dismissed on the basis that the arbitration clause was not manifestly null and void or unenforceable. It also recalls that the mere designation of the arbitral seat and the law of the arbitral proceedings was not an express stipulation to the waiver of article 1448 of the Code of Civil Procedure.

By the third plea, the insurers challenged the lack of jurisdiction of the Court of Mata'Utu retained by the Court of Appeal to hear the action brought against Wärtsilä Finland. Indeed, they put forward the principle, resulting from article 5.3 of the Brussels Convention of 27 September 1968, according to which the place of registration of the vessel where the damage caused by a fire on a vessel at sea materialized is considered as the place where the damage occurred. In this case, it should have been Wallis and Futuna and therefore the Mata'Utu Court.

The Court of Cassation retains that the materialized damage occurred in Wallis and Futuna, capital of the place of registration of the vessel and that thus Mata'Utu had jurisdiction.

Consequently, the Court of Cassation annuls the decision only insofar as it declared the Court of Mata'Utu incompetent. As for the other grounds, the insurers are referred to a higher authority.

Court of cassation, First Civil Chamber, 23 March 2022, no. 17-17.981

By Nicole Knebel

By decision of 23 March 2022, the First Civil Chamber of the Court of Cassation confirms the scope of the annulment judge's powers to control the respect of international public policy.

The dispute arose between a Latvian citizen who had acquired a Kyrgyz bank, Insan Bank (now Manas Bank) (hereinafter the "Purchaser"), and the Kyrgyz Republic following the placing of the acquired bank under provisional administration and then under sequestration.

In its appeal, the Purchaser relies on the Agreement on the Promotion and Protection of Investments between the Republic of Latvia and the Kyrgyz Republic (hereinafter the "BIT").

An arbitral tribunal with seat in Paris was constituted under the Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter "UNCITRAL"), which, by arbitral award of 24 October 2014, ordered Kyrgyzstan to pay compensation of USD 15 million, while ordering the Purchaser to transfer its shares in the Bank to Kyrgyzstan.

Kyrgyzstan filed an action for annulment of the award before the Paris Court of Appeal, which granted Kyrgyzstan's claims, a decision against which the Purchaser appealed. In particular, he considers that the judge who annulled the award exceeded his powers by investigating "*whether the recognition or enforcement of the award is likely to hinder the objective of combating money laundering*" and that this investigation "*is not limited to the evidence produced before the arbitrators nor is it bound by the findings, assessments and qualifications made by them*". According to the Purchaser, by doing so the Court of Appeal had unlawfully conducted a new review of the merits of the case and revised the award.

In its decision of 23 March, the Court of Cassation dismissed the appeal, holding that (i) while it is not for the Court of Appeal to determine whether the placement under administration or the sequestration constitute violations of the BIT it is up to the annulment judge to investigate whether the recognition or enforcement of the award was of such a nature as to hinder the objective of combating money laundering by allowing part of the proceeds to benefit from

activities of this nature and (ii) that the Court of Appeal did not carry out a new investigation or a review of the merits by making a different assessment of the facts.

The Court of Cassation thus considers that when there is "*serious, precise and concordant evidence that Insan Bank was taken over by* [the Purchaser] *in order to develop in a State where its privileged relations with the holder of economic power guaranteed it the absence of real control over its activities"* the annulment judge fully exercises his mission by raising the incompatibility of the award with international public policy.

COURTS OF APPEAL

Amiens Court of Appeal, 10 March 2022, no. 21/04192

By Gourzmi Oumaima

On 24 September 2019, France Intervention (hereinafter "SAS France Intervention"), a company specializing in private security activities, entered into a subcontracting agreement with SAS Gardif (hereinafter "SAS Gardif").

A dispute arose between the parties, and SAS France Intervention was ordered to pay SAS Gardif certain sums in respect of unpaid invoices with interest, as well as costs, by an order of the Saint Quentin Commercial Court of 21 October 2020.

SAS France Intervention filed an objection to this order and raised *in limine litis* the lack of jurisdiction of the Saint Quentin Commercial Court in favor of the Arbitral Tribunal.

The Saint Quentin Commercial Court found that the conditions under which SAS France Intervention had imposed this arbitration clause on SAS Gardif were not the result of the latter's free will, as it had been forced to do so in order to obtain the subcontract. Furthermore, in the absence of a designation of the competent court, the arbitration clause, as drafted, was manifestly inapplicable according to the Court, in accordance with article 1448 of the French Code of Civil Procedure.

Finally, the Court considered that SAS France Intervention's invoking of this arbitration clause constituted a dilatory maneuver with the purpose of delaying any lawsuit and delaying the settlement of its debts.

In its appeal, SAS France Intervention asks the Court to overturn the judgment of the Saint Quentin Commercial Court of 23 July 2021 as it retained its jurisdiction, considering the arbitration clause stipulated between the parties to be manifestly inapplicable under article 1448 of the Code of Civil Procedure, to declare that the State court does not have jurisdiction in favor of the arbitration tribunal and to order SAS Gardif to pay all costs.

In support of its claims, SAS France Intervention argued that the consent of its co-contractor to the arbitration clause under duress was irrelevant in determining whether or not the arbitration clause was manifestly unenforceable. It explains that there was no contract of adhesion in this case and that, nevertheless, the existence of a contract of adhesion could not prevent the arbitration clause from producing its effects. It adds that it does not matter that SAS France Intervention did not refer the matter to an arbitral tribunal, since it did not initiate the dispute,

and that moreover, the absence of designation of the competent territorial jurisdiction to appoint one or more arbitrators cannot render the clause inapplicable in application of article 1459 of the Code of Civil Procedure.

In support of its claims, SAS France Intervention argued that the consent of its co-contractor to the arbitration clause under duress was irrelevant in determining whether or not the arbitration clause was manifestly unenforceable. It explains that there was no contract of adhesion in this case and that, nevertheless, the existence of a contract of adhesion could not prevent the arbitration clause from producing its effects. It adds that it does not matter that SAS France Intervention did not refer the matter to an arbitral tribunal, since it did not initiate the dispute, and that moreover, the absence of designation of the competent territorial jurisdiction to appoint one or more arbitrators cannot render the clause inapplicable in application of article 1459 of the Code of Civil Procedure.

In response, SAS Gardif asks the Court to dismiss all of the appellant's claims, to confirm the decision rendered in the first instance by the Saint Quentin Commercial Court, to declare that the Saint Quentin Commercial Court has jurisdiction to hear the case and to order SAS France Intervention to pay all costs.

According to SAS Gardif, the arbitration clause is inapplicable for all the reasons invoked by the Court. It adds that the contract was a contract of adhesion and that it could not negotiate any clause. In these circumstances and in application of article 1171 of the Civil Code, the nullity of the arbitration clause is incurred if it creates a significant imbalance between the rights and obligations of the parties. In this case, this clause creates a significant imbalance between the rights and obligations of the parties by instituting a costly procedure in an economically difficult sector.

First, after having analyzed the clauses contained in the contract concluded on September 24, 2019 between SAS France Intervention and SAS Gardif, the Court found that the contract contains a set of non-negotiable clauses determined in advance by SAS France Intervention. As SAS Gardif maintains, the contract imposes such strict conditions on the subcontractor that free negotiation could not have allowed it to remain.

According to the Court, the disputed arbitration clause establishes a complex and costly procedure for settling disputes, since it requires each party to designate an arbitrator and to have recourse to the supporting judge in the event of difficulties, which was not in fact designated in the contract, since only the application of article 1459 of the Code of Civil Procedure makes it possible to know this, and whereas SAS France Intervention has a much larger financial base than SAS Gardif, the documents submitted to the debates establishing that the parties to the dispute did not have the same financial resources.

Furthermore, the Court observes that the clause stipulates that the arbitrators shall render their award within a period of 10 months from the date on which the last arbitrator accepts his mission, a period which may be extended, i.e. a period of 4 months longer than that set out in article 1463 of the Code of Civil Procedure; this period of 10 months, although not illegal, has the effect of increasing the duration of the dispute settlement procedure, which is detrimental to a modest-sized company which claims unpaid invoices

On these grounds, the Court declares the arbitration clause contained in the contract concluded on 24 September 2019 between SAS France Intervention and SAS Gardif to be void, pursuant to Article 1171 of the Civil Code, confirms the judgment rendered by the Saint Quentin Commercial Court insofar as it declared itself competent to hear the dispute, and orders SAS France Intervention to pay all costs.

FOREIGN COURTS

International Court of Justice, Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation), Order of Provisional Measures, 16 March 2022

By Nadina Akhmedova

By Order of 16 March 2022 with regard to Allegations of Genocide under the Convention on the Prevention and Punishment of the Crime of Genocide (Ukraine v. Russian Federation), the International Court of Justice (hereinafter "ICJ" or "Court") satisfied the request of Ukraine to impose provisional measures. The ICJ emphasizes that it is not required to establish whether violations under the 1948 Convention on the Prevention and Punishment of the Crime of Genocide (hereinafter "Genocide Convention") have indeed occurred, neither does it need to ascertain jurisdiction over merits of the case. The Court indicates provisional measures in accordance with Article 41 of the Statute of the International Court of Justice (hereinafter "Statute") and determines *inter alia* that Russian Federation must immediately suspend its military operations commenced on 24 February 2022 in the territory of Ukraine.

On 26 February 2022 Ukraine instituted proceedings in ICJ against the Russian Federation on the basis of Article IX of Genocide Convention and requested indication of provisional measures, including (i) suspension of military operations by the Russian Federation; (ii) abstention by military forces as well as irregular armed units from furtherance of military operations; (iii) refraining by the Russian Federation from any actions that may aggravate or extend dispute between the Parties and (iv) provision by the Russian Federation of a report to the Court on measures adopted to implement the Order, including reports on a regular basis to be defined by the Court. The Russian Federation refused to participate in the proceedings and on 7 March 2022 submitted a document condemning jurisdiction of the Court.

In its Order the ICJ notes that notwithstanding the possibility of negative impact on proper justice administration, the non-participation of one of the States in the proceedings does not result in an impossibility to indicate provisional measures, nor does it affect the validity of its decision.

The Court proceeds with establishing *prima facie* jurisdiction to indicate provisional measures under Article 36 of the Statute and Article IX of the Genocide Convention while observing that both States are parties to the Genocide Convention. Noting that application of Article IX is conditional to the existence of a dispute with regard to interpretation, application or fulfilment of the Convention, the Court examines whether the dispute exists and whether the complaints of Ukraine may fall under the scope *ratione materiae* of the Convention. Ukraine contends existence of the dispute since the Parties disagree on whether genocide has occurred, while the Russian Federation submits that the Genocide Convention does not regulate the use of force between States and submits that is military operation is based on Article 51 of the United Nations Charter (hereinafter "UN Charter"). The Court notes that the existence of a dispute should be objectively determined and for this purpose examines official statements and

exchange of documents between the Parties in relation to alleged acts of genocide in the Luhansk and Donetsk regions of Ukraine. The Court determines that official statements of the Parties were made with regard to the subject-matter of the Genocide Convention and concludes that the existence of a dispute may be *prima facie* established.

Further, the Court proceeds with examining its power to issue provisional measures by virtue of Article 41 of the Statute and stresses that exercising such power is subject to assertion by the Court that the rights claimed by Ukraine are at least plausible. As stressed by the Court, a connection must exist between the rights whose protection is sought and claimed provisional measures. The Court refers to Article I of the Genocide Convention and observes that even in absence of specification which kinds of measures the Parties may undertake to "prevent and punish" the crime of genocide, the Contracting Parties must fulfil this obligation in good faith. Thus, actions of the State aimed at preventing the crime of genocide may be executed only within the limits permitted under international law. The Court concludes that the right of Ukraine is plausible under the circumstances, since it is doubtful that the Genocide Convention permits a Contracting Party to resort to unilateral use of force in the territory of another Contracting Party in order to prevent the alleged crime of genocide.

The Court further determines that there is a clear link between the plausible rights raised by Ukraine and the provisional measures in question, as the first two provisional measures are directly connected to the right of Ukraine under Article I of the Genocide Convention establishing good faith performance of obligations under the Convention.

Turning to the issue of imposing provisional measures provided (i) existence of a risk of irreparable prejudice to the rights subject of judicial proceedings or (ii) possibility that the alleged rights may result irreparable consequences, the ICJ recalls that indication of provisional measures is subject to the question of urgency, i.e., the presence of a real and imminent risk that the claimed rights may be irreparably prejudiced. Considering the vulnerability of civilian population affected by ongoing conflict and the scale of military operation carrying out by the Russian Federation, the Court establishes that non-recognition of the plausible right could entail irreparable damage to it and stresses the urgency in light of a real and imminent risk that such prejudice occurs before the Court delivers its final decision in the case.

Based on the foregoing, the Court satisfies the request for provisional measures to protect the plausible right of Ukraine, since conditions required under the Statue are fulfilled. Noting that the provisional measures to be rendered should not be necessarily identical to those requested by claiming State, the Court firstly determines that the Russian Federation must suspend its military operations launched on 24 February 2022 in the territory of Ukraine. Secondly, the Court decides that the Russian Federation must ensure that any military or irregular armed units directed or supported by it, as well as any organizations or persons under its direction or control undertake no actions in furtherance of the above-mentioned military operations. Lastly, the Court imposes additional measure on both Parties to prevent aggravation and extension of the dispute. The Court however declines the request of Ukraine regarding provision of a written report specifying the measures undertaken by the Russian Federation to implement the Order on Provisional Measures.

High Court of England and Wales, [2022] EWHC 501, 11 March 2022, *General Dynamics United Kingdom Ltd. v. The State of Libya*, (ICC Case No. 19222/EMT)

By Pierre Collet

On 11 March 2022, the High Court dismisses the application to set aside an order granting permission to enforce an arbitral award against the State of Libya ("Libya") by rejecting the argument of non-compliance with Claimant's duty of full and frank disclosure when applying for and obtaining that order.

The award arose out of a dispute between the parties relating to a contract made in 2008 for the supply by General Dynamics ("Claimant") of communications systems for use in military vehicles and related services. Claimant filed a Request for Arbitration with the ICC in January 2013. On 5 January 2016, the tribunal rendered its award, ordering Libya to pay Claimant GBP 16,114,120.62 plus interest and the costs of the Arbitration. On 21 June 2018, Claimant made an application to enforce the award. On 20 July 2018, the order was rendered granting Claimant permission to enforce an arbitral award against Libya.

After a first successful application to set aside part of the order, on 16 August 2021, Libya filed a second application to set aside the order based on the fact that the Claimant did not comply with its duty of full and frank disclosure when applying for and obtaining that order.

The present application was advanced on the basis that Claimant had failed to give full and frank disclosure in its application for an enforcement order by failing primarily to mention that:

(i) There was only one recognized government in Libya

(ii) Libya's adjudicative and enforcement immunity under the State Immunity Act ("SIA")

Although the Court states that it would have been preferable if there had been an express mention of the immunity accorded to Libya, it does not consider the failure to refer to the immunity of significant importance. The Court adds that the SIA shall not be construed as excluding proceedings relating to the enforcement of a foreign arbitration award.

The Court asserts that the failure to refer to the immunity in the SIA was not deliberate based on the fact that the applicability of the arbitration clause to Libya was never disputed in the arbitration procedure. The Court also stresses that it is not necessary at this stage for this order, in respect of an award against a State, to raise the issue of the immunities in respect of enforcement by execution. The Court underlines that the identification of assets that may be the subject of execution steps would not be appropriate at this stage as it would undermine the efficacy of the enforcement regime.

The Court states that the issue as to there being two 'governments' was only potentially relevant to the question of how service should be effected, issue dealt with in the first application to set aside the order. In the present application, the alleged non-disclosure was a narrow one, and that it obtained no significant advantage for Claimant.

Although the Court marks the importance to any non-disclosure by depriving Claimant of its costs of the application for the order, the Court does not consider that this non-disclosure was

of great significance, and it has not obtained any benefit for Claimant. Therefore, the Court rejects the application to set aside the order except as it relates to costs.

INTERVIEW WITH PAOLA DAMÉ

1. **Hi Paola, thank you very much for accepting to answer our questions this month. Can you briefly recall your background for our readers?**

Thank you for this interview. It is my pleasure to answer your questions.

I started my studies in 2013 with a double bachelor in Law and English at the University of Versailles Paris-Saclay. Drawn to International Law, I enrolled a Masters' Degree in International Business Law at the University Paris 1 Panthéon-Sorbonne during which I discovered international arbitration.

I then joined in 2017 the MACI family at the University of Versailles Paris-Saclay because it was the perfect alliance between theory and practice. I participated in two moot courts, the Vis East Moot in Hong Kong, where I had the chance to plead, as well as the CAIP of Science Po.

I started my first six-month internship in Paris at CVML where I discovered the practice of litigation and arbitration in a small team, which was very formative. I then did a second six-month internship at Fierville Ziadé, a firm dedicated to arbitration and litigation that had just been created at the time. These two first experiences confirmed my will to become an international arbitration and litigation lawyer.

In 2019, I completed my studies with a second Masters' degree in English and North American Business law at the University of Paris 1 Panthéon-Sorbonne.

After passing the French Bar in 2019, I did six-months internships at the company EDF, at Dentons in international arbitration and finally at Altana in construction arbitration and litigation before starting as an associate in January 2022 at Cartier Meyniel Schneller.

2. **You recently joined Cartier Meyniel Schneller as a Junior Associate. Can you tell us more about this new structure and what attracted you to them?**

Cartier Meyniel Schneller is a boutique law firm dedicated to arbitration and litigation created in January 2020 by Marie-Laure Cartier and Alexandre Meyniel. Yann Schneller joined as partner in July 2021.

Our work is varied, we represent clients in international arbitration proceedings before arbitral tribunals, in arbitration related litigation and in civil and commercial litigation before national courts. We act in many sectors including construction, finance and new technologies. The partners also serve as arbitrators. Yann Schneller is a FIDIC Certified

Adjudicator who acts as so in international construction projects to assist the parties in avoiding and resolving disputes.

I discovered Cartier Meyniel Schneller through my former MACI professor, Maximin de Fontmichel. I was immediately attracted by the structure itself. Indeed, I was looking for this type of newly created structure to start as a junior associate and actively participate to its development.

The varied profiles of the partners, who experienced renowned international law firms, appear both before national courts and arbitral tribunals but also serve as arbitrators, was exactly what I was looking for. I wanted to work both on civil and commercial litigation cases but also on complex construction arbitrations.

Finally, being the only associate is extremely formative because I am actively involved and I work directly with the three partners.

3. **Before joining Cartier Meyniel Schneller you had the opportunity to experience different structures of different sizes. Can you explain to us what are, in your opinion, the advantages and disadvantages of small structures compared to large firms as regards arbitration?**

It is difficult for me to answer as law firms and arbitration teams come in all shapes and sizes. A large structure does not necessarily mean a large arbitration team and vice versa.

In my opinion, and this is what I was looking for when I joined a recently created boutique specialized in arbitration and litigation, is the involvement and the will to see the firm prosper and develop. In a large structure, everything is already in place, perfectly organized, the clients are secured, so it is more difficult to feel really invested in the life of the law firm. It must be my spirit of adventure!

In addition, in a small structure, the tasks are varied and not purely legal, especially when there is no office manager or paralegal. It can then be difficult to organize between the files and these additional tasks, but for me it is necessary to know how to do this as a lawyer.

Some cases, because of their complexity or their multiple procedural implications, require large arbitration teams. Small teams will not deal often with these cases. The latter allow the lawyers to perfect their skills in the management of particularly voluminous and time-consuming cases however this implies not having the opportunity, as small teams, to develop their skills on a multitude of smaller cases in various fields.

Finally, for lawyers also practicing as arbitrators, small structures are better suited to avoid conflicts of interest.

4. **A few years ago, you founded the Arbitration and Mediation division at the Sorbonne's Legal Clinic. Can you tell us a little bit more about the activity and the work done within the department by the students?**

In 2016, during my Masters' degree in International Business Law, I joined the Sorbonne's legal clinic whose objective is to promote access to law, provide legal information but also to train students.

I realized during this year that arbitration, mediation and conciliation are still too little known by students. This is why I created in 2017, with George Haddad and Nathan Gervais, a division in the clinic to inform and teach students about alternative dispute resolution so that they could raise awareness about these alternative solutions to litigation.

The division, which has grown considerably, organizes workshops with arbitrators, professors and mediators. The students also participate in arbitration moots courts as well as the CMAP mediation competition.

5. **You have been involved in coaching one of the teams that participated in the Sports Arbitration Moot Court, could you tell us a little bit more about this experience and what attracts you to Sports Arbitration?**

The unique experience of mooting is such that once you start, it is hard to stop. This is why, after participating in the Vis East Moot and the CAIP, I wanted to coach the students, both the MACI students participating in the Vis East Moot and the students of the Sorbonne clinic for the Frankfurt Investment Arbitration Competition and the CMAP Mediation Competition.

The Sport Arbitration Moot Court was created this year to allow students to discover sports arbitration and in particular FIFA arbitration. When Alexandre Meyniel informed me that Cartier Meyniel Schneller was going to coach the MACI team for this competition, I was naturally delighted to participate in the coaching.

Not being familiar with sports arbitration, coaching the SAM allowed me to discover this field and to found a new interest. I hope to coach it again next year.

Congratulations are in order for the MACI team that made it to the quarter finals!

6. **What advice would you give to younger student starting their career in arbitration?**

Arbitration is an extremely challenging field that requires a considerable commitment.

My advice would be that you need to do as much internships as possible in structures of different sizes. It is also important to know the law firm and the arbitration team you are applying to in order to be sure that it suits you.

My second advice, although obvious, is only to take care of yourself and try to be aware of your limits.

NEXT MONTHS' EVENTS

- **5 April 2022, ICC YAF: Coast vs Coast – Differences in the Australian approach to Arbitration**
  ONLINE
  Interactive discussion to find out whether there are any differences in the approach to international arbitration between the west and east coasts of Australia
  Website: https://2go.iccwbo.org/icc-yaf-coast-vs-coast-differences-in-the-australian-approach-to-arbitration.html

- **7 April 2022, SIAC-Chula Law Joint Online Public Lecture: Due Process in International Arbitration**
  ONLINE
  Lecture introducing the concept of 'due process paranoia', including illustrations of due process issues that commonly arise in international arbitrations, how recalcitrant parties seek refuge in such complaints, whether such challenges are exacerbated by the on-going Covid-19 pandemic, practical approaches adopted by tribunals in dealing with due process concerns and a comparative approach on how courts have dealt with these issues.
  Website: https://www.siac.org.sg/component/registrationpro/event/712/SIAC-Chula-Law-Joint-Online-Public-Lecture--Due-Process-in-International-Arbitration?Itemid=552

- **7 April 2022, ICC-Microsoft Webinar: UN Sustainable Development Goals (SDGs)**
  ONLINE
  This webinar will discuss the private sector's contribution to the implementation of the SDGs, in collaboration with a wide range of partners in the UN and civil society, to foster a sustainable future where everyone has access to the benefits it provides and the opportunities it creates.
  Website: https://2go.iccwbo.org/icc-microsoft-webinar-un-sustainable-development-goals-sdgs.html

- **8 April 2022, Arbitrators: Youth trumps experience**
  ONLINE
  In this webinar, the Panel of the Virtual Debate will debunk and demystify the essential topic of diversity, a optic that is at the heart of the work of the ICC and the ICC International Court of Arbitration
  Website: https://2go.iccwbo.org/arbitrators-youth-trumps-experience.html

- **13 April 2022, Intellectual Property for Promoting Innovation and SMEs in the Arab Region**
  ONLINE
  The webinar will provide an overview of the status and challenges of intellectual property systems in the Arab region and the role of IP in promoting entrepreneurship, innovation, and SMEs.
  Website: https://2go.iccwbo.org/intellectual-property-for-promoting-innovation-and-smes-in-the-arab-region.html

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INTERNSHIP OFFERS

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STARTING IN JULY 2022

- **SELARL W AVOCATS - INTERNSHIP - COMMERCIAL LITIGATION – WHITE COLLAR CRIME (JULY-DECEMBER 2022) (M/F)**
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- **DTMV & ASSOCIES – INTERNSHIP IN BUSINESS LAW - JANUARY 2023**
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