

GUIDE TO INTERNATIONAL ARBITRATION

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I. Introduction

This guide is designed as a reference tool that outlines the basic concepts of international commercial arbitration. It outlines certain considerations to be taken into account when drafting an arbitration clause and maps out the arbitral process in the event of a dispute.

Whilst this guide is intended to be useful as a starting point, it is by no means an exhaustive treatise, and specialist legal advice should be obtained when considering including an arbitration clause in an agreement or commencing arbitral proceedings.

II. What is international commercial arbitration?

Arbitration is a form of dispute resolution that is widely-used alternative to traditional court litigation. For reasons that will be explained, it is particularly useful for the management of disputes arising in connection with commercial agreements and transactions involving parties from more than one country.

Arbitration is based entirely on the consent of the parties, meaning that before a party can initiate arbitral proceedings, the disputing parties must have agreed to take their dispute to arbitration. Such agreement is usually found in the form of a dispute resolution clause in a commercial contract between the parties, but it may take the form of an agreement to arbitrate a dispute that has already arisen.

By entering into an arbitration clause or agreement, the parties agree that any disputes within the scope of that agreement that arise will not be heard by state courts, but rather will be by an arbitral tribunal of private individuals, usually one or three in number, who act as arbitrators. The arbitration process leads to an award being issued by the arbitral tribunal. The award, which is similar to a court judgment, is final and binding on the parties and can only be set aside on certain exceptional grounds. The arbitral award typically includes findings of fact and conclusions of law and, under the arbitration laws of most jurisdictions, may order any form of remedy or relief that could have been ordered by a court.

The arbitral process itself is governed by the law of the place chosen as the situs or seat of arbitration, which need not be the law governing the contract in dispute, and by arbitral rules chosen by the parties. It is usually administered by an arbitral institution. Arbitrators appointed in accordance with the arbitral rules chosen by the parties will hear the dispute in much the same way a judge would in court proceedings but in a more informal and private setting.

III. What are the advantages of international commercial arbitration?

(A) Enforceability

Without doubt, the most significant advantage of international commercial arbitration is the international enforceability of arbitral awards under various international agreements, the most important of which is the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "**Convention**"). There are currently 156 countries that are Contracting States to the Convention, which requires courts of the Contracting States to give effect to private agreements to arbitrate and to recognise and enforce arbitral awards made in other States, although the Convention permits Contracting States to limit the latter obligations to awards made in the territory of other Contracting States. Thus, a party having obtained an arbitral award in a Contracting State may have that award enforced by the national courts of any of the other 155 Contracting States. This is a significant advantage in circumstances where a defaulting party does not have assets in the place where the dispute arose but has assets in another Contracting State. By contrast, there are relatively few international conventions on the enforcement of foreign judgments in effect, so that cross-border enforcement of judgments is much less certain and subject to more defences, where it is possible at all.

(B) Privacy / confidentiality

The arbitration process is private and, except as otherwise agreed, is confidential, as opposed to litigation, which is often public. Thus, it is frequently preferred by companies that want to protect their brand/image or their proprietary information or want to avoid a possible proliferation of litigation with third parties on the same issues.

(C) Autonomy

Since it is based on the consent of the parties, arbitration allows the parties a degree of freedom and autonomy to agree on the governing law, the place of arbitration and the arbitral rules, which are generally less formal than those applicable to judicial proceedings. They may also supplement these basic elements of an arbitration agreement with provisions on such matters as discovery, the taking of evidence and remedies, as to which the expectation of the parties from different legal systems and traditions may not coincide.

(D) Choice of arbitrators

Parties can specify the criteria for appointment, and can usually themselves appoint, nominate or at least have some input regarding the selection, of the arbitrators, according to the nature and circumstances of the dispute. If there are three arbitrators, each party normally appoints one and the two party-appointed arbitrators then jointly select the third arbitrator to act as the president of the tribunal. Thus, parties can choose an arbitrator who has expertise and experience relevant to the dispute at hand, even as to any technical issues involved. The procedure for the appointment of the arbitrators is discussed more fully at Part VII (C) below.

(E) Neutrality

Arbitration also affords parties some comfort in knowing that their dispute will be resolved in a neutral forum. In other words, it avoids any concerns of each or any of the parties regarding the submission of disputes to another party's national courts. It also avoids the arbitrary application by national courts of their own "public policies" that may have no bearing on the relationship of the parties.

IV. When should arbitration be considered?

Before entering into any agreement or transaction, one should pay close attention to how any dispute may be resolved, whether by arbitration or otherwise, taking into consideration *inter alia* where enforcement maybe necessary. Even though very few parties anticipate disputes when negotiations are in progress, and business people invariably expect that any eventual difficulties can be settled by negotiation, it must be borne in mind that the provisions for dispute resolution create a "default" outcome that stands as an incentive to the parties to reach such settlements.

If it is decided that arbitration is an appropriate means of providing that incentive and of resolving any disputes that cannot actually be settled by negotiation, careful attention should be given to the drafting of the arbitration clause. The effectiveness of an arbitration agreement as a means to both of those ends will depend almost entirely upon the care with which the clause has been drafted.

V. Time and cost of arbitration

There are no clear answers as to whether arbitration is quicker and/or cheaper than litigation. In the case of arbitration, the parties must pay the fees and expenses of the arbitrator(s), any institutional administrative fees, and the costs of hiring hearing venues, transcribers of the proceedings and, if and as necessary, interpreters. These costs are on top of the parties' own legal costs, which generally account for the majority of the costs of proceedings. However, arbitrators are generally granted wide discretion when awarding costs, which generally "follow the event" so that the prevailing party is able to recover its own costs in proportion to the extent to which its positions have been upheld, and arbitrators are not restricted by the costs schedules or "tariffs" by which courts are often bound in awarding legal costs.

Most importantly, there is generally no right of appeal from a final award, which eliminates the risk of protracted appellate proceedings that frequently occur in litigation, adding both time and cost to resolution of the dispute. While some regard the lack of an appeal from an arbitral award as a disadvantage of arbitration, it generally results in a material shortening of the time required for final resolution.

As in the case of court proceedings, the complexity of the dispute, the contentiousness of the parties and the length of proceedings will determine the time and costs involved in arbitration.

VI. Drafting an arbitration clause

Careful consideration must be taken when drafting an arbitration clause, which should be tailored to the nature of the contract and the contours of the most probable disputes. The key aspects that must be decided include the scope of the arbitration agreement, the applicable rules, arbitral institution (if any), number of arbitrators and place or "seat" of the arbitration (which determines the applicable procedural law). There are also other matters which must be included in an arbitration agreement such as the language of the proceedings, confidentiality and governing law.

(A) Scope of the arbitration agreement

Among the most important issues is the scope of the arbitration agreement, meaning the description of the disputes to which it applies, which defines the jurisdiction of the arbitral tribunal. It is not necessarily the case that an arbitration clause will cover all potential disputes between the parties in relation to a particular transaction. However, unless there are particular issues, such as technical or valuation issues that are not essentially legal in nature and as to which the parties consider it preferable to provide for another means of resolving any disputes, the parties will normally want to use a "broad" form of arbitration clause that covers any disputes under or in relation to the agreement or relationship in question. Such clauses have been interpreted by the courts as extending essentially to any claims or disputes that relate in any way to the transactions involved.

It is worth noting that most sets of rules have model arbitration clauses that can be used as a starting point when drafting an arbitration clause specifying those rules. Using model clauses as a foundation can minimize the risk of any jurisdictional gaps that might result in non-enforcement of the arbitration agreement or, worse yet, the setting aside of an award where the tribunal is found to have exceeded its jurisdiction.

(B) Place of arbitration

The place of the arbitration (the **"seat"**) refers to the place under the arbitration law or legal framework within which the arbitration takes place. For example, a choice of Singapore as the seat would mean that the *Singapore International Arbitration Act 1994* will serve as the applicable procedural law governing the arbitration, including provision for any limited involvement of the Singapore courts that may become necessary to ensure effective operation of the arbitral process. While the seat of arbitration is usually the place in which hearings take place, that is not necessarily the case, as most arbitration rules leave it to the discretion of the arbitrators to hold hearings wherever they consider most convenient.

When choosing a seat, the parties must consider what ramifications will follow. It is advisable wherever possible to choose a city such as London, New York, Paris, Hong Kong or Singapore that are recognised as "arbitration friendly" locations. These places promote arbitration and generally respect the autonomy of the parties concerning matters such as selection of lawyers, the procedure to be followed and the language to be used. The arbitration law of these jurisdictions also provide for minimal intervention by the local courts, except to the extent necessary to enforce the arbitration agreements, facilitate the arbitration and, if and as required, enforce the resulting awards.

(C) Choosing the arbitral institution / institutional rules

The arbitration rules selected by the parties apply within the statutory framework provided by the arbitration law of the seat of arbitration. The latter, of course, prevails in the event of any conflict.

Arbitrations are typically administered by arbitration institutions, which have their own sets of rules. Some of the best-known institutions include the American Arbitration Association, the International Chamber of Commerce, the London Court of International Arbitration, the Arbitration Institute of the Stockholm Chamber of Commerce, the Hong Kong International Arbitration Centre, the Singapore International Arbitration Centre and, in the case of

investor-state arbitrations under intergovernmental investment agreements, the International Centre for the Settlement of Investment Disputes.

It is also possible, although not generally recommended, to structure arbitration without the support of an administering body. This is known as an *ad hoc* arbitration. In such a case, the arbitration clause would generally specify the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, which, unlike most other rules, do not provide for or require administration by an institution, although most of the institutions will administer arbitrations under the UNCITRAL Rules as well if the arbitration agreement so provides.

A number of factors, including the seat of arbitration; the locations of the parties, witnesses and evidence; the language in which the arbitration will be conducted; and the place of performance, governing law and subject matter of the contract should be considered in choosing an arbitral institution and institutional rules.

(D) Deciding on the number of arbitrators

Nearly all arbitrations have either one or three arbitrators. Having three arbitrators increases the costs significantly because, unlike judges, an arbitrator is paid by the parties, and arbitrators experienced in international commercial arbitration charge at rates comparable to experienced lawyers which, indeed, they generally are. Depending on the rules, their fees are usually paid from funds deposited in advance by the parties in equal shares. However, this sharing of costs is normally provisional only, as arbitrators normally have jurisdiction to allocate costs between the parties as they consider appropriate in light of the manner in which the parties have conducted the arbitration and the results thereof, frequently requiring the losing party to reimburse some or all of the funds deposited by the prevailing party.

Whilst having three arbitrators increases the costs, it can be very worthwhile for complex disputes because the workload is spread and leads to an award that has been considered by three minds, which is more likely to result in a well-considered, reasoned and better drafted award. In addition, choosing three arbitrators allows each party to nominate an arbitrator of its own choice. Although even the party-appointed arbitrators are expected to maintain neutrality as between the parties, they can help the tribunal arrive at a well-considered result by ensuring that the arguments of both parties are considered and understood by the other arbitrators.

VII. Arbitral process – the steps involved

The arbitral process typically involves the steps set out below. Documents required to be filed are normally sent to the administering institution, if any, until such time as an arbitral tribunal has been constituted, after which all documents are submitted to the tribunal.

(A) Claimant files request for or notice of arbitration

This document is essentially used to put the respondent on notice of the existence and nature of the dispute and initiate the arbitration proceedings. Most institutional rules require the request or notice to include the following information: (i) the names and contact details of the claimant(s) and of their counsel; (ii) an identification of and, where possible, a copy of the arbitration agreement under which the dispute is to be settled; (iii) identification of any contract, other legal instrument or relationship out of or in relation to which the dispute arises; (iv) a brief

description of the nature, and circumstances giving rise to, the claims; (v) a preliminary statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims; and (vi) the claimant's observations or proposals as to the number of arbitrators, the language, the seat of arbitration and the law or rules of law applicable to the substance of the dispute.

(B) Respondent files response to the request or notice

The respondent must, within a specified time, file its response to the request for or notice of arbitration. Depending on the requirements of the particular rules involved, the response will generally set out the names and contact details of the respondent(s) and of their counsel and responses to the contents of the request or notice and may also include (i) any plea that the tribunal to be constituted will lack jurisdiction over the claims asserted in the notice or request and/or (iii) a brief description of the nature, and circumstances giving rise to, any counterclaims or claims by way of set-off against the claimant.

(C) Appointment of the arbitral tribunal

This is one of the most important steps in the arbitration process as it establishes the ultimate referee of the dispute. Depending on the number of arbitrators and the relevant institutional rules, as well as the terms of the arbitration agreement, the parties are generally given considerable latitude in the constitution of the arbitral tribunal. In the case of a sole arbitrator, they are generally given the opportunity to reach an agreement on the candidate's nomination. Failing agreement, the sole arbitrator will be appointed by an independent appointing authority in accordance with the applicable rules or statutory provisions.

In the case of a three-member arbitral tribunal, each party will generally designate a party-appointed arbitrator. Each of them must be independent, impartial and free of conflicts of interest. Typically, the co-arbitrators then jointly appoint a third arbitrator, who acts as chair or president of the arbitral tribunal. If the party-appointed arbitrators are unable to agree on a third arbitrator, the third arbitrator will be appointed by an appointing authority in the same manner as a sole arbitrator.

The selection of arbitrators who are willing and able to undertake the effort to understand the facts and claims of the case is obviously critical to a successful arbitration. One of the singular advantages of arbitration over judicial resolution of international commercial disputes is the availability of arbitrators who are highly experienced in dealing with the nuances of cross-border contracts and relationships, which are inherently subject to or affected by the laws of multiple jurisdictions as well as international treaties and legal principles. The fact that they have such experience and are paid to devote the time necessary to understand cases that are frequently complex, both factually and legally, tends to ensure a careful attention to the details of a dispute that courts are frequently unable to devote to individual cases.

Relevant factors to consider in selecting an appropriate arbitrator include the language and place of the arbitration, the candidate's relevant experience as an arbitrator and knowledge of the relevant industry, familiarity with the legal systems and principles potentially involved, experience with the relevant institutional rules, and general reputation for fairness and objectivity. Selection of an arbitrator in the expectation that he or she will act as a "super advocate" of a party's position is not usually a wise strategy, as an overzealous partisan will generally not be persuasive to the other arbitrators.

Although party autonomy is central to the selection of the arbitrators, there are limits to the parties' freedom. Restrictions contained in the arbitration agreement, institutional rules and the applicable national law can restrict the arbitrators' nationality and qualifications. In addition, most arbitration statutes and institutional rules impose strict requirements that arbitrators be and remain independent and impartial and permit a party to challenge the appointment of an arbitrator, or disqualify a sitting arbitrator, where there are justifiable doubts as to his or her impartiality or independence due to conflicts of interest, prior relationships with a party or its counsel, or otherwise.

In 2014, the International Bar Association ("IBA") adopted Guidelines on Conflicts of Interest in International Arbitration. These Guidelines have gained wide acceptance within the international arbitration community. Arbitrators commonly use the guidelines when making decisions about prospective appointments and disclosures. Although the IBA Guidelines have not been formally adopted by arbitral institutions, either as binding rules or advisory guidelines, parties and their counsel frequently consider the Guidelines in assessing the impartiality and independence of arbitrators, and arbitral institutions and courts also often consult the Guidelines in considering challenges to arbitrators.

(D) Establishment of a procedural timetable

One of the first things that the arbitral tribunal will do after being appointed is to prepare a procedural timetable, often settled at a procedural conference. The timetable will set out the due dates for the pleadings, requests for discovery, exchange of witness statements and expert reports, submissions and the hearing. As the arbitration progresses, additional steps and procedures may be required such as applications for further discovery or security for costs.

(E) Jurisdictional objections

If a party raises a jurisdictional objection such as a dispute as to the validity or scope of the arbitration agreement, then it is usually addressed by the arbitral tribunal itself rather than by the courts, at least in the first instance. Most national laws and institutional rules leave the timing of a jurisdictional award to the arbitral tribunal's discretion. Accordingly, an arbitral tribunal may bifurcate the proceedings, hear the issue of jurisdiction separately and before the merits of the case, and issue a partial award solely on the issue of jurisdiction. This saves wasted time

and costs in the event the arbitral tribunal decides it has no jurisdiction to hear the matter. In some cases, however, an arbitral tribunal may not bifurcate but rather may deal with the jurisdictional issue in a final award, particularly where it is intertwined with the merits. In any event, lack of jurisdiction of an arbitral tribunal is one of the few grounds that may be invoked to set aside an arbitral award, since the powers of the arbitral tribunal rests entirely on the agreement of the parties.

(F) Advance on costs

After the arbitral tribunal has been constituted, the parties are generally required to make advance payments towards the fees and expenses of the arbitrator(s). The amount of those advances is generally based on the expected total amount of fees and expenses of the arbitrators. Most institutional rules also contain provisions for the payment of advances against administration costs, which in some cases are based on the amounts in dispute. The actual costs are typically fixed at the end of the proceedings, and the advances on costs are subject to increase depending on the evolution of the proceedings. If the parties do not pay the advances on costs, the arbitration will not proceed, although if one party fails to do so, the other may pay on its behalf so that the arbitration can continue.

(G) Pleadings

The pleadings are crucial documents setting out the foundation of a party's case. They should set out the critical facts and define with clarity and precision the issues in controversy between the parties. Pleadings typically comprise the following documents:

1. Claimant's statement of claim;
2. Respondent's defence and any counterclaims; and
3. Claimants reply and defence to any counterclaims.

It is also common for the parties to amend their pleadings as the case develops and as they become aware of new facts, through discovery or otherwise, of which they were not previously aware. The arbitrators have discretion as to whether to allow the parties to amend their pleadings. Generally speaking, arbitrators are more reluctant to permit parties to amend their pleadings when the hearing is imminent, but will usually allow amendments (even during or after a hearing) so long as the other party will not thereby be prejudiced, with the potential consequence of an adverse costs order in the absence of a justifiable excuse.

(H) Disclosure/discovery

Disclosure is the process of handing over documents and evidence relevant to the issues in dispute. Virtually all decisions about disclosure in international arbitration are made in the arbitration itself, by the parties or the arbitral tribunal. Rules of disclosure are governed in the first instance by the procedural law of the arbitration and the arbitration agreement (including any institutional rules). These sources define the extent and scope of the arbitral tribunal's power to order disclosure. The parties are free to supplement the rules by inclusion in their agreement of specific provisions on the subject, such as the adoption of the very useful IBA Rules on the Taking of Evidence in International Arbitration.

(I) Exchange of witness statement / expert reports

Once important difference between arbitration and judicial proceedings, at least in common law jurisdictions, is that evidence supporting a party's case in chief is generally submitted in the form of written witness statements, which are then tested by live cross examination and, if necessary, re-examination at hearing. Witness statements, which generally include both initial statements and then responses to the statements submitted by the other party, can be particularly helpful in large and complex arbitrations as they give participants in the process sufficient time to study and understand the factual allegations and responsive allegations in advance of the hearing.

As noted above, the evidentiary rules and discovery requirements in arbitration are considerably less rigorous than in a courtroom. Arbitrators generally will err on the side of hearing evidence and giving it such weight as they believe it deserves rather than excluding it based on technical objections, thereby risking the setting aside of the eventual award on the grounds that a party has been prevented from fully presenting its case. This simplifies the process of getting testimony, including expert reports, into evidence, subject to the right of the other party to cross-examine the witness.

(J) Exchange of pre-hearing submissions

Prior to the hearing on the merits of the dispute, the parties will typically exchange pre-hearing written submissions, usually referred to as "memorials". The purpose of the memorials is to set out both the facts, based on the written witness statements and documents exchanged in discovery, and the law in support of a party's case and in opposition to the other party's. Arbitrators frequently direct each of the parties to submit first a memorial and then a counter-memorial responding to the memorial of the other party.

(K) Hearing

Oral hearings are held in virtually all international arbitrations, save where the parties agree otherwise. The hearing provides an opportunity for the parties to present their cases in person to the arbitrators by presenting their submissions in the form of opening statements, testimonial evidence and closing statements. Hearings are typically conducted in hearing facilities maintained by the arbitral institutions or in law firm offices, hotel conference rooms or specialised centres catering to the arbitration community.

(L) Post hearing submissions

Following the hearing, the arbitrators may request and/or the parties may wish to submit post-hearing submissions to clarify and/or elaborate points not fully dealt with at the hearing. These may again include findings of fact and conclusions of law, supporting evidence and legal arguments. The procedures in this respect, too, are generally quite flexible and are established by the arbitrators in light of the needs of the case.

(M) Close of proceedings

It is important for the arbitral tribunal to make an unequivocal close to the submission of evidence and legal argument. This gives the parties notice of the date beyond which that will not be permitted to further argue their case, ensuring they focus their energies when the opportunity is available, promoting an efficient and expedited process. It also ensures that there will be a definite end to the arbitral process, after which the award will be rendered.

(N) Award

After the close of the proceedings, the arbitral tribunal will deliberate and begin drafting the award. The award is the final step in most arbitrations. The award is a formal instrument of the arbitral tribunal that recites the procedural history, facts, legal argument and conclusions. The formal requirements of awards are generally governed by the national law of the seat and applicable procedural rules. In most jurisdictions, the award need only be written, reasoned, and signed and dated, and indicating the place of the arbitration.

(O) Enforcement

With an award in hand, a successful party can seek enforcement through summary proceedings in the courts of a Contracting State to the New York Convention (or an applicable regional counterpart). Almost all Contracting States adopt a "pro-enforcement" approach to the recognition of arbitral awards, and the New York Convention and its counterparts severely limit the grounds on which enforcement may be denied. In particular, an award will generally survive challenge on grounds of public policies of the enforcing jurisdiction unless it violates that jurisdiction's "most basic notions of morality and justice".

VIII. International Trade and Investment Disputes

In addition to the consent based form of international (commercial) arbitration, another potential avenue to commence arbitral proceedings is by an investor against a state.

Typically, states enjoy sovereign immunity and cannot be sued by individuals. However, sovereign immunity is generally considered to have been waived by a state that enters into an arbitration agreement, and there are numerous bilateral investment treaties ("BITs") and free trade agreements ("FTAs") that grant investors a right to arbitrate claims against contracting states. Examples include the Energy Charter Treaty ("ECT") and the North American Free Trade Agreement ("NAFTA").

A BIT is a treaty between two states designed to promote and reciprocally protect investment by nationals of one state in the other. BITs grant certain rights and protections to foreign investors and generally contain clauses allowing investors to enforce those rights through arbitration.

Investment treaties were originally conceived in the 1960s as a way to supplement public aid to developing countries by promoting private investment. A problem with attracting foreign investment to such countries was that local laws and legal institutions were not well established. Foreign investors would not risk their capital in a country that lacked basic legal protections. Investment treaties provided a solution to these concerns by providing a suite of fundamental protections for foreign investment. Some of the rights and protections afforded to investors include:

(A) Protection against expropriation

Investment treaties generally recognise a state's right to expropriate (i.e. to take property), but only on payment of "prompt adequate and effective compensation". Such taking need not be of specific property such as the formal transfer of legal title or outright physical seizure (e.g. a government taking over a new factory or facility without paying for it), but may be an indirect taking. An indirect taking can include circumstances where a regulatory measure deprives an investor in whole or in significant part of the use or reasonably to be expected economic benefit of the property.

(B) Right to fair and equitable treatment

Although the standard is open to some debate, it generally requires a state to act consistently, transparently, reasonably, without ambiguity, arbitrariness or discrimination, in an evenhanded manner, to ensure due process in decision-making and respect investors' legitimate expectations. For example, failing to implement required governmental authorizations and approvals for a business venture has previously been held to constitute a breach of the fair and equitable treatment standard.

(C) National and most-favoured nation treatment

This type of provision generally grants to investors from a contracting state to a treaty treatment no less favourable than that accorded to nationals or of the contracting state in which the investment is made, or to their investments, and no less favourable than that accorded to nationals of a third state, or to their investments. The latter effectively means that investors from a contracting state are entitled to the benefit of the provisions of a BIT or other treaty between the contracting state in which the investment is made and a third state if those provisions are more favourable to the investor than the treatment accorded under the comparable provisions of the treaty between the former and the investor's own state.

(D) Disputes

Most BITs contain provisions for arbitration of any disputes between an investor from a contracting state and the contracting state in which the investment is made. The rules most commonly specified are those established under the International Centre for Settlement of Investment Disputes ("ICSID") Convention, where the state in which the investment is made is a party to that Convention, and the UNCITRAL Arbitration Rules. The arbitration is then run in much the same way as any international commercial arbitration except that one of the parties is a state, as respondent. The applicable law is also not the law of the host state, but rather public international law, including the provisions of the relevant treaties. Like all international commercial arbitrations, successful treaty arbitration generally results in an award that is enforceable under the terms of the New York Convention and/or the ICSID Convention.

IX. How we can help

Our international arbitration lawyers have a wealth of experience in advising on appropriate dispute resolution clauses and handling cross-border multi-jurisdictional disputes. Arbitration experts are resident in our offices in North America, Asia and Europe, which means that we are ideally placed to manage complex international arbitrations in all major arbitration centres, notably including New York, London, Paris, Hong Kong and Singapore. Our collaborative work culture across offices means that our knowledge and information resources are effectively combined, promoting a seamless and efficient means of managing dispute resolution.



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