WORLD ARBITRATION & MEDIATION REVIEW STYLE SHEET

I. LAYOUT OF THE MANUSCRIPT

A. **Organization**

All submissions should include an introduction that provides a general description of the subject matter addressed in the manuscript, helpful background information, and a "roadmap" outlining the steps the author(s) will follow to reach the conclusion.

Subsections – bearing appropriate subheadings – should appear throughout the article at logical breaks and should mirror the roadmap provided in the introduction, enabling the reader to follow the outline and understand at which point the article is at all times. These subheadings can be as brief or detailed as the author wishes. However we do not recommend making subheadings too long.

Finally, a clearly stated *conclusion* should appear at the end the manuscript. Preferably, the conclusion will provide forward-looking thoughts, including the possible directions of further research on the topic, etc., as opposed to simply an overview of the submission's analysis or a summary of the information already presented.

B. **Headings & Subheadings**

To promote clarity in the structure and contents of the manuscript, it is useful to maintain a consistent system of headings. The following hierarchy should be used.

Main Headings: Main headings are numbered with capitalized Roman digits. Indents are centered, and styled in bold, with small caps. For example:

PART I

First Subheading: The first subheadings following a main heading are numbered with capitalized letters. Indents are left, justified, and style is italics. For example:

A. First Subheading

Second Subheading: The second subheadings are numbered with Arabic numbers. Indents are left, justified, with margins at 0.5 inches or 1.27centimeters. The style is regular text. For example:

1. Second Subheading

Third Subheading: The third level of subheadings is numbered with Roman digits not capitalized, also known as "romanets," within parentheticals. Indents are left, justified, with margins at 1 inch or 2.54 centimeters. The style is regular text. For example:

(i) Third subheading.

All nouns, verbs, and adjectives within the titles should be capitalized.

C.. Font, Punctuation & Numbers

The World Arbitration & Mediation Review is printed in Cambria, pt. 12. Two spaces should follow every period (full stop) and colon; one space after every semicolon. Line spacing should be 1.5 spaces throughout, except in block quotes, which must be singlespaced. Please use m-dashes (the shorter ones).

References to numbers below ten should be spelled out in the text; otherwise, Arabic numbers should be used. For example:

There were 12 cases, but only three were heard.

All page numbers and years should be in Arabic numbers and years should usually be followed by a comma. Dates should be written in the U.S. style (Month Day, Year) with months properly abbreviated:

In footnotes: Dec. 3, 2011; and, In the body: December 3, 2011.

The names of months should be abbreviated as follows:

January	Jan.
February	Feb.
March	Mar.
April	Apr.
May	May
June	June
July	July
August	Aug.
September	Sept.
October	Oct.

November	Nov.
December	Dec.

D. **Ouotations**

Block quotes of over 50 words should appear as a separate paragraph, with 1-inch or 2.54 centimeter margins on either side, single spaced, and in 11 pt. Cambria. No quotation marks should be used on block quotes, unless to delineate an internal quotation within the quote.

Omitted text in a quotation should be identified with ellipses with a space on either side, but no parentheses or brackets. Conversely, text added to a quotation to correct or explain it or adapt it to the text should be in brackets. Errors in quotations should be repeated but marked with [sic]. For example:

"With respect to evidentiary production, the Tribunal discussed that (a) document production would be limited [and] ... (c) no depositions wuld [sic] be allowed".

Quotes should be marked by double inverted commas, while quotations within a quote should be marked by single inverted commas. For example:

"[T]he process was described as 'an arbitration of unusual length' by the commentators."

All punctuation should be *inside* of the quotation marks, unless there a description of a short specific term that is followed by punctuation. For example:

The In-House Counsel for Drill-BD Inc. stated: "I'll be frank . . . as long as the costs, including yours, are reasonable, I'm happy."

But compare with: The parties presented a "Redfern schedule".

Ε. **Emphasis**

Emphasis should be illustrated through the use of italics. The use of **Bold** for emphasis is to be avoided, as is the use of <u>Underlining</u>.

In quotations, please convert any original emphases into *italics*, no matter their original style. Should the author wish to eliminate this emphasis, please explain this in the corresponding footnote by adding (emphasis omitted) at the end of the citation. Conversely, if the author adds emphasis not in the original, the citation should include this information as well by using (emphasis added).

F. **Abbreviations**

Generally, abbreviations are followed by a full stop, e.g., Doc., No., Cf.

However, acronyms do not require periods between letters, e.g., ICC, ICDR, ECHR. When an acronym appears in the body of the manuscript following the full spelling out of the term, the acronym must appear in parentheses with no quotation marks. For example:

United Nations (UN).

Acronyms that are not in common usage should be in quotation marks (Impactful Arbitral Awards ("IAA"). When a term that will be abbreviated first appears, we strongly recommend that authors spell out the term they will abbreviate, as indicated herein.

II. REFERENCES

All quotations, text attributed to another author or source, and cases must be accompanied by an explanatory citation, which must appear in the footnotes.

Footnotes should be in 10 pt. Cambria, with a space after paragraph of 5 pt. between each footnote. All footnotes must have a period (full stop) at the end. Multiple citations appearing in the same footnote should be in alphabetical order and separated by a semicolon.

The World Arbitration & Mediation Review generally follows THE BLUEBOOK, and asks that all authors do so as well. Understanding that The Bluebook does not contain all foreign references, and that many of our contributors – especially those not trained in the United States - may not be familiar with this uniform system of citation, we provide some examples of commonly used citations below. In instances where the cited source is different from the ones used below, the examples provided can be used by analogy to determine the appropriate citation format. If doubts remain, please contact our Executive Editor, Rafael Boza at rafaelboza@gmail.com.

When it is first mentioned in the manuscript, a reference should be cited in full. Immediately following that citation, id. can be used to denote an exact repetition of the immediately preceding citation. There are no commas following id. - just a page, paragraph or section number or article reference. For example:

- ⁴ Nigel Blackaby et al., Redfern and Hunter on International Arbitration 15 (5th ed. 2009)
 - ⁵ *Id.* at 356.
 - ⁶ See id. § 6.
 - ⁷ UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS, art. 6.1.9 (4) (2004).
 - ⁸ *Id.* at art. 6.3.

If there are multiple sources in the preceding citation, *id.* should not be utilized.

For a repeated citation that does not immediately follow the primary citation, a short form reference and *supra* notation should be provided. With an author that is cited for only one work, his/her last name in the font and style of the original citation will suffice as a short form; if he/she is cited for more than one work, his/her last name, and a shortened from of the title is requested (also in the same format as the original citation). If a work is to be cited many times, it can delineated by a "hereinafter" that will be used as the short form in subsequent citations; the shortened name should follow the format of the original. For example:

⁴ NIGEL BLACKABY ET AL., REDFERN AND HUNTER ON INTERNATIONAL ARBITRATION 15 (5th ed. 2009) [hereinafter REDFERN AND HUNTER].

²⁵ See Redfern and Hunter supra note 4, at 256.

The same short form use should be used with cases, but no *supra* is necessary. Again, a "hereinafter" clause can be designated for a longer case name. For example:

Quirobrax S.A., Non-Metalic Minerals S.A. & Allan Fosk Kaplún v. Plurinational State of Bolivia, ICSID Case No. Arb/06/2, Decision on Provisional Measures (Feb 26, 2010) [hereinafter Quirobrax Provisional Measures]

Unlike articles and books, short names of cases are not italicized in the original citation, but are italicized in "hereinafter" parentheticals and short form citations. If citing to a case from a court in the United States which is reported in a Regional Reporter, the short form should contain the reporter information in short form as provided by The Blue Book.

Wherever possible include an internet address (URL) for foreign or difficult to find sources. No "last visited date" is necessary, and is discouraged. For example:

UN Doc. No. 987, available at https://etc.

Authors are responsible to ensure the accuracy, validity, and functionality of each URL included as a reference for a source.

Examples of commonly used citations are provided below. Please follow the format of the citations, including the font and punctuation. General references are bolded for clarity only.

Books

AUTHOR (FIRST & LAST NAME), TITLE Page number, (edition number (if any) ed. Year).

• 7 ARNAUD NUYTS, LA CONCESSION DE VENTE EXCLUSIVE, L'AGENCE COMMERCIALE ET L'ARBITRAGE 73 (1996).

Short form if only one work cited in the manuscript:

³⁶ Nuyrs, *supra* note 7, at 72.

Short form if multiple works cited in the manuscript:

³⁶ Nuyts, La Concession de Vente Exclusive, *supra* note 7, at 72.

AUTHOR (FIRST & LAST NAME) & AUTHOR (FIRST & LAST NAME), TITLE Page number, (edition number (if any) ed. Year).

• 15 Rudolph Dolzer & Christoph Schreuer, Principles of International INVESTMENT LAW (2008).

Short form if only one work cited in the manuscript:

⁴² Dolzer & Schreuer, *supra* note 2, at 93.

AUTHOR (FIRST & LAST NAME) ET AL., TITLE Page number, (edition number (if any) ed. Year).

• 4 NIGEL BLACKABY ET AL., REDFERN AND HUNTER ON INTERNATIONAL ARBITRATION 15 (5th ed. 2009)

Short form:

65 Blackaby, *supra* note 2, at 93.

Chapters in **Books** or Short works **Collections**

Author (first & last name), Chapter Name, in BOOK NAME Page where work starts, pincite or specific page(s) cited (editor(s) name (first & last name) ed.(s)., edition number ed. year)

- 17 Richard M. Buxbaum, Public Law, Order Public and Arbitration: A Procedural Scenario and A Suggestion, in RESOLVING INTERNATIONAL CONFLICTS: LIBER AMICORUM TIBOR VARADY 245, 268 (Hay et al. eds., 2009). Short form:
- ⁵¹ Buxbaum, *supra* note 17, at 285.
- 22 Neill W. Freeman & James A. Spielmann, Lost Profits, in LITIGATION Services Handbook: The Role of the Accountant as Expert § 30.11 (Roman L. Weil et al. eds., 2d ed. 1995) [hereinafter Freeman & Spielman]. Short form:
- ⁷⁴ Freeman & Spielman, *supra* note 12, § 30.14.

Articles in Periodicals

Author (First & Last Name), Article Title, vol. JOURNAL page at which article begins, pincite or specific page(s) cited (Year(s)).

• 9 Alan S. Rau, The Arbitrator and 'Mandatory Rules of Law', 18 Am. Rev. INT'L ARB. 51, 56-60 (2008).

Short form:

- ¹⁶ Rau, *supra* note 28, at 57.
- Marc Blessing, Mandatory Rules versus Party Autonomy in International Arbitration, 14 J. INT'L ARB. 23, 25 (1997) [hereinafter "Blessing, Mandatory Rules].

Short form if Blessing has multiple works cited:

¹³ Blessing, *Mandatory Rules*, supra note 6, at 25.

U.S. Case Law

Case name (no italics), reporter information (court year)

• 8 Comedy Club, Inc. v. Improv West Assocs., 553 F.3d 1277 (9th Cir. 2009).

Short form:

- ¹⁴ *Comedy Club*, 553 F.3d at 1278.
- 33 Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 631 (1985).

Short form:

⁴³ *Mitsubishi*, 473 U.S. at 638.

International

Case Law

Although citations vary by country, it is helpful to explain the level of court cited (Cour de cassation [Cass.] [Supreme Court])

European Court of Justice

• 25 Case C-381/98, Ingmar GB Ltd. v. Eaton Leonard Tech. Inc., 2000 E.C.R. 1-9305

Short form:

- ⁴⁶ *Ingmar*, C-381/98 (2000) ¶¶ 24-25.
- 27 EcoSwiss China Time Ltd. v. Benetton Int'l NV, 1999 E.C.R. I-3055, at ¶ 32. (Illustrating a case when no case number is available).

Belgium/France

- 11 Cour de cassation [Cass.] [Supreme Court], Nov. 16, 2006, Van Hopplynus Instruments S.A. v. Coherent Inc., 2007 Revue Belge de Droit COMMERCIAL 889 (Belg.)
- 12 Tribunal de commerce [Com.] [Commercial Court] Bruxelles, Oct. 5, 1994, Van Hopplynus Instruments S.A. v. Coherent Inc., cited in 1995 REVUE DE L'ARBITRAGE 310-316 (1995), note B. Hanotiau.
- 13 Cass., Dec. 22, 1988, Gutbrod Werke GmbH v. Usinorp de Saint-Hubert et Saint Hubert Gardening, 1988 JOURNAL DES TRIBUNAUX 458 (Belg.).

Japan

- 14 Hayashi v. Uchiyam, 23 Minshû 441, 444-45 (Sup. Ct., Feb. 27 1969).
- 17 Tōhō Jūkatu Sangyō K.K. v. Shime-machi, 1438 HANRI JIHŌ 118 (Fukuoka D. Ct., Feb. 13, 1992).

Germany

- 18 Oberlandesgericht [OLG] München [Superior Regional Court], May 17. 2006. 2006 WERTPAPIER MITTEILUNGEN 1556. 2007 PRAXIS DES INTERNATIONALEN PRIVAT- UND VERFAHRENSRECHTS 322 (F.R.G.).
- 19 Bundesgerichtshof [BGH] [Federal Court of Justice], Jan. 30, 1961, 1961 NEUE JURISTISCHE WOCHENSCHRIFT 1061 (F.R.G.). Short Form:
- ⁵³ BGH, Jan. 30, 1961, *supra* note 35, at 1062.

United Kingdom

- ²⁶ Tate & Lyle Ind. Ltd. v. Greater London Council [1982] 2 All E.R. 854.
- ²⁷ R v. Lockwood, (1872) 99 Eng. Rep. 379 (K.B.)
- ²⁸ British Columbia Elec. Ry. v. Loach, [1916] 1 A.C. 719 (P.C. 1915) (appeal taken from B.C.).
- 31 Dowans Holding S.A. v. Tanzania Elec. Supply Co. Ltd., [2011] EWHC (Comm) 1957.

International

Arbitral

Awards

Case name (no italics), INSTITUTION, decision/award full name, or specific page(s) cited (issuing date).

UNCITRAL

- 35 Glamis Gold, Ltd. v. United States, NAFTA/UNCITRAL, Decision on Objections to Document Production, ¶38 (July 20, 2005). Short Form:
- ⁴⁴ *Glamis Gold*, Award, ¶ 247.

International Centre for Settlement of Investment Disputes (ICSID)

- 45 Marvin Feldman v. Mexico, ICSID Case No. ARB(AF)/99/1, Award (Dec. 16, 2002) [hereinafter "Feldman"], available at http://ita. law.uvic.ca/documents/feldman mexico-award-english.pdf Short form:
- ⁷⁶ Feldman, ICSID Case No. ARB(AF)/99/1, Dissenting Opinion.

London Court of International Arbitration (LCIA)

• 47 EnCana Corporation v. Ecuador, LCIA Case No. UN 3481, Award (Feb. 3, 2006), available at http://ita.law.uvic.ca/documents/EncanaAward English.pdf.

Permanent Court of Arbitration (PCA)

• 48 Dr. Horst Reineccius, First Eagle SoGen Funds, Inc., Mr. Pierre Mathieu and Société de Concours Hippique de la Châtre v. Bank for International Settlements, Permanent Court of Arbitration, Final Award, ¶ 71 (Sept. 19, 2003) [hereinafter "Reineccius"], available at http://untreaty.un.org/cod/riaa/cases/vol_XXIII/252-296.pdf).

International Court of Arbitration (ICC)

• 49 ICC Case No. 6379, XVII Y.B. Comm. Arb. 212 (1990)

International

Courts

Iran-U.S. Claims Tribunal

- 61 9 Iran-U.S. Cl. Trib. Rep. 313, Award No. 201-174-1 (1985).
- 66 Phillips Petroleum Co. v. Iran, 21 Iran-U.S. Cl. Trib. Rep. 79, Award No. 425-39-2 (1989).

World Court (ICI)

- 67 Military and Paramilitary Activities (Nicar. v. U.S.), 1986 I.C.J. 14 (June 27).
- 68 Fisheries Jurisdiction (U.K. v. Ice.), 1972 I.C.J. 12 (Interim Protection Order of Aug. 17).

European Court of Human Rights (ECHR)

- 69 Kampanis v. Greece, 318 Eur. Ct. H.R. 29, 35 (1995).
- ⁷⁰ Ireland v. United Kingdom, 23 Eur. Ct. H.R. (ser. B) at 23 (1976).

Treaties

Full name, article no., date, web address

- 71 Energy Charter Treaty, art. 21 (1), Dec. 17, 1994. Short Form:
- 86 ECT. art. 28.
- 72 U.S. 2004 Model BIT, art. 21, available at http://www.state.gov/ documents/organization/38710.pdf.
- 73 North American Free Trade Agreement, art. 1110, § 5, Jan. 1, 1994, available at http://www.international.gc.ca/trade-agreements-accordscommerciaux/agr-acc/nafta-alena/texte/index.aspx?lang=en&menu_id= 34&menu=R.
- 75 Agreement on Encouragement and Reciprocal Protection of Investments Between the Kingdom of the Netherlands and the Federative Republic of Brazil, art. 6, Nov. 25, 1998, available at http://www.unctad.org/sections/dite/iia/docs/bits/netherlands_brazil.p df.

Short Form:

85 Netherlands-Brazil BIT, art. XXII.

Principles FULL NAME, art. (year), web address • 76 UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS, art. 6.1.9 (4) (2004). • 77 THE PRINCIPLES OF EUROPEAN CONTRACT LAW 1998, PARTS I AND II, art. 7.108, available at http://www.jus.uio.no/lm/eu.contract.principles.1998/doc.html.

European	Full name (not italicized, except for <i>Green Papers</i>), art. (date).
Union Materials	 ⁷⁸ European Parliament and Council Directive 2008/52/EC on Certain Aspects of Mediation in Civil and Commercial Matters (May 21, 2008), available at http://eur-lex.europa.eu. ⁷⁹ Council Directive 86/653/EEC on the Coordination of the Laws of the Member States Relating to Self-Employed Commercial Agents (Dec. 18, 1986) [O.J. L382/17]. Short Form: Council Directive 86/653/EEC, supra note 30, at Recitals 6 (in fine) and 7. ⁸⁰ Commission Green Paper on Alternative Dispute Resolution in Civil and Commercial Law, at 196, COM(2002) (Apr. 19, 2002), available at http://eur-lex.europa.eu.

European	Full name (not italicized, except for <i>Green Papers</i>), art. (date).
Union	• 81 Regulation (EC) 593/2008 of the European Parliament and the
Materials	Council of 17 June 2008 on the law applicable to contractual obligations
(cont.)	(Rome I), art. 9.

United

Nations

Materials

UN Charter

• 82 U.N. Charter, art. 2, ¶ 4.

Resolutions

- 83 G.A. Res. 832, ¶ 19, U.N. GAOR, 9th Sess., Supp. No. 21, U.N. Doc. A/2890 (Oct. 21, 1954).
- 84 G.A. Res. 2262 (XXII), ¶ 12, U.N. Doc. A/6884 (Nov. 3, 1967).
- 87 S.C. Res. 508, ¶ 9, U.N. Doc. S/RES/508 (June 5, 1982).

Reports

- 88 World Conference on Human Rights, June 14-25, 1993, Vienna Declaration and Programme of Action, ¶ 37, U.N. Doc. A/CONF.157/23 (July 12, 1993).
- 89 The Secretary-General, Report of the Secretary-General on the *Question of South Africa*, ¶ 5, *delivered to the Security Council and the* General Assembly, U.N. Doc. S/1994/16, A/48/845 (Jan. 10, 1994).

Yearbooks & Periodicals

- 90 Summary Records of the 1447th Meeting, [197] 1 Y.B. Int'l L. Comm'n 175, U.N. Doc. A/CN.4/SER.A/1977.
- 91 1981 U.N. Jurid. Y.B. 41, U.N. Doc. ST/LEG/SER.C/19.
- 92 Report of the International Law Commission to the General Assembly, 19 U.N. GAOR Supp. (No. 9) at 1, U.N. Doc. A/5509 (1963), reprinted in [1963] 2 Y.B. Int'l L. Comm'n 187, U.N. Doc. A/CN.4/SER.A/1963/Add.1

The Internet as the only Source

Currently the Internet is a very popular research resource and it is widely cited in scholarly works and law reviews.

However, an Internet source may be cited directly when it does not exist in a traditional printed format or on a widely available database, or when a traditional printed source, as a letter or unpublished dissertation is not available.

The Internet URL should then be appended directly to the end of the citation, meaning, not proceeded by "available at" or "at."

The citation should be formatted by analogy to the citation that most resembles the publication cited, and the nature and contents of the article.

If the source is an opinion from a leading authority posted in a blog or in social media outlets, such as LinkedIn or Facebook, then the analogy would be drawn to an article as provided herein.

The Internet as the only Source (cont.)

For example: Rukmini Das, Indian Court of Arbitration for Sports, LEX Arbitri, July 29, 2011, http://lexarbitri.blogspot.com/.

The preferred electronic format is PDF. If the PDF document is paginated, citations should be provided to the pages used

Hyperlinks (the actual internet content) should be removed from any URL in the manuscript.

When including the date, use only dates that refer to the material cited. Do not use last updated or last modified dates or copyright designations that refer to a site as a whole.

Because the content of Internet sites is often transient and changes frequently, printing or downloading copies of Internet sources is encouraged. It is not, however, necessary to indicate in the footnotes the location of these prints, as for example, with "on file with author" designation.

III. RESPONSIBILITY FOR COMPLIANCE WITH STYLE SHEET

It is the responsibility of the author to submit manuscripts in compliance with this suggested format and citation structure. Accepted manuscripts may be resubmitted to authors for careful editing in compliance with these requirements.

The Editorial Staff of the World Arbitration & Mediation Review will assist as necessary in bringing specific citations into compliance with these requirements and those of THE BLUEBOOK. Staff will not, however, check the accuracy or veracity of citations or "cite check".

Specific questions regarding these requirements may be directed to WAMR Executive Editor Rafael Boza at rafaelboza@gmail.com.