Young ITA Newsletter

Vol. 3, Issue 2 – Spring 2022

Featured in this Issue

- Winner of the Young ITA Writing Competition
- 60 Second Interview with Young ITA Communications Chair, Ciara Ros
- Updates from the Young ITA Regional Chairs
- 34th Annual ITA Workshop and Annual Meeting

Contributing Editors

Editors:

Catherine Bratic, Hogan Lovells US LLP

Karima Sauma International Center for Conciliation and Arbitration (AmCham Costa Rica)

Enrique Jaramillo, Locke Lord LLP

Derya Durlu Gürzumar, Istanbul Bar Association

Ciara Ros, Vinson & Elkins RLLP

Jorge Arturo Gonzalez, Aguilar Castillo Love, S.r.l.

Associate Editors:

Anne-Marie Doernenburg, Nishimura & Asahi

Phillip Tan, White & Case

Daniel Allman, Norton Rose Fulbright

Rodrigo Barradas Muñiz, Von Wobeser y Sierra, S.C.

Daniel Brantes, Centro Brasileiro De Mediacao E Arbitragem

Guilherme Piccardi, Pinheiro Neto

Dr. Viktor Cserep, PROVARIS Varga & Partners

Karolina Czarnecka, Queritius

Juhi Gupta, Shardul Amarchand Mangaldas & Co

Lidia Rezende, Chaffetz Lindsey LLP

Michael Fernandez, Rivero Mestre

Maria Camila Rincon, Zuleta Abogados

Santiago Lucas Pena, Bomchil

Katrina Limond, Allen & Overy

Robert Bradshaw, LALIVE

Asha Rajan, Teynier - Pic

Georgios Fasfalis, Linklaters

Hamid Abdulkareem, Three Crowns LLP

Jennifer Paterson, K&L Gates

Contents

- Announcement of Young ITA Writing Competition Winner – Page 1
- 60-Second Interview with Ciara Ros – Page 2
- Regional Updates – Page 3
- Careers – Page 26
- 34th Annual ITA Workshop and Annual Meeting – Page 30
- Newsletter Guidelines and Contact Information – Page 31

Get Involved

- **Mentoring** – Updates on the current mentoring programme will be made on the Young ITA LinkedIn Page.
- **Events** – Please monitor the Young ITA LinkedIn Page for details of future Young ITA events and join Young ITA for email announcements of future events here.
- **Reporting for Young ITA**—Please see page 31 for information on how to get involved with the newsletter, or reporting on Young ITA events.

YOUNG ITA WRITING COMPETITION

Young ITA is delighted to announce that Mateo Verdias Mezzera is the winner of the Young ITA Writing Competition 2022, with his paper "Arbitration and the Fight Against Corruption in Contracts".

The runner ups are Myrto Pantelaki with "Defenses against Investment Treaty Claims in Pandemic Times: Fitting New Trends into Old Standards", Anastasios Lafaras with "The Assignment of Investment Treaty Claims: A Viable Alternative to Third-Party Funding?" and Juan Felipe Patino with "Addressing Counsel-Arbitrator Conflicts Of Interest In ICSID Arbitration".

60 Second Interview with Ciara Ros – Young ITA Communications Chair

What do you find most enjoyable about practicing in the arbitration field?

I love to learn and arbitration gives me the opportunity to develop my knowledge of technical issues as broad as how to salvage unexploded ordinances through to the properties of concrete and legal systems from England to Jordan to Peru. Every case is different, which makes every day a new and exciting challenge. I also love the problem solving aspect of arbitration, whether building a case, reviewing documentary evidence or considering strategy (commercial and legal).

What top tips would you give to aspiring lawyers?

Go to as many talks and events as you can, not only for the chance to meet your peers but also for the opportunity to learn about different practice areas before you choose which route you are interested in. Young ITA is a fantastic resource, with free events for young practitioners and students. I encourage any aspiring lawyers to join the webinars or in person events and develop your practice area knowledge, and network, as early as possible.

If you could travel anywhere in the world, where would it be?

I love to travel and Japan has been at the top of my list for a few years. It is foodie heaven and the landscape looks absolutely beautiful. Hopefully as restrictions lift I will have a chance to visit soon.

Why did you become a lawyer?

The idea was first put in my head as a perhaps slightly too argumentative teenager – I loved debating in school and realised the law would give me a chance to do this in my day to day. Studying law at university cemented my interest, particularly after studying the evolution of laws, through case law and statute and the impact that lawyers can have on the make up of our society and how it runs.

What are the top three restaurants you recommend in London?

Da Terra is my favourite restaurant in London and perfect for a special occasion. I highly recommend Elystan Street for a traditional Sunday lunch – the food is amazing (and not just because my brother is a chef there). Not quite a restaurant, but you cannot beat Broadway Market on a Saturday in the sunshine (yes, we really do have sunshine in London).

What is your favourite outdoor activity?

I have always been very into swimming so anything involving the ocean!

REGIONAL UPDATES

Middle East Update:

The Dubai International Arbitration Centre Issues Its 2022 Arbitration Rules

On 21 March 2022, the Dubai International Arbitration Centre's (DIAC) new arbitration rules (New Rules) came into effect and replaced the existing 2007 rules. These New Rules follow the publication of Decree No. 34 of 2021, which abolished the Emirates Maritime Arbitration Centre and Dubai International Financial Centre (DIFC) Arbitration Institute and transferred the rights and obligations of those institutions to DIAC – with the intention of creating a single forum for arbitration in Dubai.

The New Rules introduce a number of significant changes to the previous rules, including the establishment of the DIAC Arbitration Court (to replace the DIAC Executive Committee); new rules on consolidation, joinder, expedited proceedings, and the appointment of emergency arbitrators, and an alternative dispute resolution process in the form of conciliation. In addition, the default seat of arbitration is now the DIFC (previously onshore Dubai), and a party's legal fees are expressly stated to be part of the costs of the arbitration, enabling potential recovery of the same.

The New Rules appear to bring DIAC further in line with institutions such as the International Chamber of Commerce and London Court of International Arbitration. Although it remains to be seen how the New Rules will operate in practice and the extent to which they will encourage selection of DIAC over other arbitral institutions, they appear to be a step in the right direction.

Some of the key changes are as follows:

- **Conciliation**

Parties will have the option to engage in conciliation proceedings, managed by DIAC, to amicably settle their dispute. In any such proceedings, the conciliator (or panel of conciliators) will assist the parties to make proposals for settlement within a two-month period (or longer if agreed). If no settlement is

reached, the conciliation proceedings will terminate without prejudice to the merits of the dispute.

- **Consolidation**

The new rules on consolidation apply unless the parties have expressly opted out of them.

A claimant may now submit a single request for arbitration in respect to multiple claims arising out of more than one arbitration agreement, and two or more existing arbitrations may, depending on the circumstances, be consolidated. Certain conditions need to be satisfied in order to consolidate proceedings; they include that the arbitrations involve the same parties, the arbitration agreements are compatible, and the dispute arises out of the same legal relationship or transaction.

- **Expedited Proceedings**

The New Rules provide that expedited proceedings shall take place if (i) the parties have agreed so in writing, (ii) the total of the sums claimed and counterclaimed is less than or equal to AED1,000,000 (and the parties have not expressly opted out of expedited proceedings), or (iii) in cases of exceptional urgency, as determined by the DIAC Arbitration Court.

An arbitrator will be appointed within five days of the DIAC Arbitration Court's decision that the proceedings should be expedited, and an award shall be rendered within three months from the date of transmission of the file to the arbitrator (unless extended).

By Catherine Jordan (Senior Associate, K&L Gates, International Arbitration Practice Group; catherine.jordan@klgates.com; Dubai/United Arab Emirates)

<u>North America Updates:</u>

United States: The U.S. Supreme Court to Decide Whether U.S. Discovery is Available in Aid of International Arbitrations

On 10 December 2021, the Supreme Court of the United States agreed to hear two cases on the application of Section 1782(a) of the U.S. Code in aid

eached, the conciliation proceedings will terminate without prejudice to the merits of the dispute.

REGIONAL UPDATES

of international arbitrations. Section 1782(a) allows U.S. courts to order discovery upon persons within their jurisdiction "for use in a proceeding in a foreign or international tribunal[.]" While Section 1782(a) has been commonly used in foreign civil and criminal court proceedings, the question presented to the Supreme Court is whether it is also available in aid of international arbitrations.

The two cases before the Supreme Court are (i) *ZF Automotive US, Inc. v. Luxshare, Ltd.*, where the American indirect subsidiary of the German auto parts maker ZF Group is challenging a request by a Hong Kong electronics manufacturer, Luxshare Ltd., for evidence to be used in a commercial arbitration taking place in Germany; and (ii) *AlixPartners, LLP, et al. v. The Fund for Protection of Investors' Rights in Foreign States*, where AlixPartners is seeking to reverse an order for discovery brought on it in New York, seeking evidence for use in a public international arbitration constituted pursuant to the Russia-Lithuanian BIT.

The cases were consolidated for briefing and oral argument.[1] Oral arguments took place on 23 March 2022, and the Supreme Court is expected to issue an opinion later this summer.

Twelve *Amicus Curiae* Briefs have been filed with the Supreme Court both on 31 January and 1 March 2022. Of these, five have recommended that the Supreme Court do not extend Section 1782 to international arbitrations. Notably amongst them are briefs filed by the U.S. government and the Chamber of Commerce of the U.S.A. Although most of these *amicus* briefs recognize that the wording of Section 1782 is broad, they argue that such wording was only intended to cover quasi-judicial government adjudicators, not international arbitrations. The *amici* base this view on the fact that neither the party from which information is sought—which is oftentimes a non-party to the arbitration—nor the arbitral tribunal are notified of Sections 1782 applications and may only challenge

REGIONAL UPDATES

them when they are served the respective subpoena authorized by the court. In contrast, four *amici* have provided support for the view that Section 1782 encompasses private commercial arbitrations. These include *amicus* briefs filed by Professors George A. Bermann, Robert H. Smit, D. Brian King, Tamar Meshel, Crina Baltag, Fabien Gélinas, Janet Walker, among others, which raise two principal arguments. First, the *amici* contend that Congress's modification of Section 1782 in 1964 to include the wording "foreign and international tribunals" is a clear sign that it did not intend to carve out arbitral tribunals from the scope of the statute. Second, the *amici* argue that the Supreme Court's prior decision in *Intel Corp. v. Advanced Micro Devices, Inc.*, 542 U.S. 241 (2004), the Court's only decision on Section 1782's scope, support a broad interpretation of Section 1782. Although *Intel* concerned a governmental body, the European Commission, the Supreme Court stated in the decision that the term "foreign or international tribunal" was to be interpreted broadly and it did not subject Section 1782's applicability to any per se conditions or restrictions. The *amici* also noted that parties could still contract out of Section 1782 and that several relevant jurisdictions, such as the United Kingdom, New Zealand, France, Germany, Sweden, and Switzerland, have started to include in their statutes a domestic equivalent of Section 1782.

Lastly, three *amici* filed "neutral" briefs, including briefs from the International Chamber of Commerce ("ICC"), the International Arbitration Center in Tokyo ("IAC in Tokyo"), and Professor Wang, who focused her scholarship on studying Section 1782's evolution. These briefs aim at bringing important cornerstones of international commercial arbitration or practicalities of applying Section 1782 to the Supreme Court's attention, irrespective of the Court's ultimate decision. For example, the ICC emphasized "the importance of affording a high degree of deference in recognition of the arbitral tribunal's

REGIONAL UPDATES

primary authority to manage discovery in its own proceeding."[2] IAC in Tokyo and Professor Wang, on their turn, highlighted the current struggle of lower courts in applying Section 1782, urging for a clearly delineated ruling.

By Cesar M. Gallardo (LL.M. Candidate, Cornell Law School; gallardo.cesarm@gmail.com; New York/USA)

Central America Updates:

Mexico: **Mexican Courts Rule That Arbitrators Have No Standing to Appear as Respondents in Annulment Proceedings**

Although Mexico has a pro-arbitration legal framework, when practitioners sought the annulment of arbitral awards, it was common to name the arbitral tribunal as respondents. The consequences of such a trend were numerous and problematic.

First, arbitrators may be reluctant to accept cases if they would later be personally involved in judicial proceedings. Second, the process for an award to become res judicata could be extended since —given the international nature of arbitration— arbitrators are usually summoned to process in other countries. Third, Mexico could appear as a less appealing seat for arbitration due to this judicial practice.

In July 2021, the Eighth Collegiate Circuit Court in Civil Matters in the First Circuit (Mexico City) issued two non-binding precedents arising from the same case that reinforced the pro-arbitration scope of Mexican legislation. These precedents relate to a claim in which the losing party filed a request for an award's annulment before a Mexican court and named the arbitrators and the arbitral institution as respondents.

In the first precedent,[3] the court ruled that arbitrators do not have standing to appear as respondents in proceedings related to an award's annulment. The court held that arbitral tribunals intervene as impartial bodies to resolve disputes. Consequently, they have no interest in whether a court annuls the award. Likewise, they cannot act in

REGIONAL UPDATES

court to uphold the award's validity. According to the court's criteria, if arbitrators appear in court to defend the decision, the impartiality of arbitral tribunals would be frustrated.

In the second precedent,[4] the court ruled that if a Mexican court annuls an award, the arbitrators are not obliged to reimburse their fees. The court held that arbitrators do not have an obligation of result, they do not assume the obligation of guaranteeing that the award will not be annulled. Instead, they only have an obligation of means, consisting of applying their knowledge to the case at hand and issuing the respective award. Therefore, even if the court declares the award's annulment, arbitrators are not bound to reimburse their fees.

These are not binding precedents since, according to Mexican law, they require another two cases ruled in the same way to become binding. Nonetheless, they illustrate how Mexican courts should deal with cases in which arbitrators are named respondents in a request for the annulment of an award. Hopefully, the trend to name arbitrators as respondents will disappear, and Mexico will remain a favorable seat to arbitrate.

By Jorge Vázquez (Associate, Von Wobeser y Sierra, S.C.; jvazquez@vwys.com.mx; Mexico City/ Mexico)

<u>South America Update:</u>

Argentina:

No groundbreaking developments have taken place since our last report. However, Argentine courts continued to sustain a *pro-arbitri* approach in recent decisions. For instance, in a case where a party requested the set aside of an arbitral award on the grounds that the arbitral tribunal had failed to properly analyze the evidence submitted in the arbitration proceedings, the National Commercial Chamber of Appeals rejected the appeal noting that it could not analyze the 'fairness' or 'unfairness' of the arbitral award or its content, and therefore limited its analysis to establishing the existence of a debate between the arbitrators. Thus,

REGIONAL UPDATES

the National Commercial Chamber of Appeals confirmed that an application for setting aside an award rendered by an arbitral tribunal would not allow the court to review the content of the decision. Instead, it reaffirmed that annulment proceedings are limited to aspects that hinder the procedural validity of the award (see National Commercial Chamber of Appeals Case No. 9797/2021, *MS Master Sweets v. Mondelez Argentina S.A.*).

In another recent case, the National Commercial Chamber of Appeals denied the motion of complaint filed by a party against a decision rendered by the Arbitral Tribunal of the Buenos Aires Stock Exchange that denied an appeal and confirmed a preventive measure, rendered in the arbitral proceeding. The appeal was denied by the arbitral tribunal on the grounds that the recourse did not include motivation, as it is required by the arbitral rules of the Arbitral Tribunal of the Buenos Aires Stock Exchange. The complaint filed before the local courts relied on the subsidiary application of the National Civil and Commercial Procedural Code (the "CCPC") to argue that the appeal could not be rejected, since the CCPC allows for motivation to be included in a later stage of the proceedings. However, the National Commercial Chamber of Appeals confirmed the decision of the arbitral tribunal and rejected the motion of complaint by founding that the CCPC is not applicable to the procedural aspects of an arbitral proceeding when the parties had opted for the Arbitral Tribunal of the Buenos Aires Stock Exchange. Consequently, the National Commercial Chamber of Appeals confirmed the application of the rules of the arbitral institution chosen by the parties over the provisions of the CCPC (see National Commercial Chamber of Appeals Case No. 11949/2021, *Burgio Damian v. El Retiro S.A.*).

By Laura D. Jaroslavsky Consoli (Argentina Very Young Arbitration Practitioners, info@avyap.com.ar, Buenos Aires/Argentina) and Florencia Wajn-

man (Argentina Very Young Arbitration Practitioners, info@avyap.com.ar, Buenos Aires/Argentina)

Brazil:

Confidentiality is often mentioned as one of arbitration's most valuable features[5] and, although not mandatory, is widely provided for in arbitration agreements and arbitration rules.

Seeking to ensure the secrecy of the entire dispute (as opposed to solely the arbitration proceedings), article 187, IV of the Brazilian Code of Civil Procedure (Federal Law No. 13,105/15) (BCCP) sets out that any judicial proceedings related to an arbitration will be processed under secrecy, provided that the arbitration itself is confidential.[6]

In a recent trend that seems to be gaining traction, however, the lower courts and the Court of Appeals of the State of São Paulo have been denying requests for arbitration-related judicial proceedings to be processed under secrecy, on the basis that article 189, IV of the BCCP is unconstitutional, for violating the general principle of publicity of judicial procedural acts.

This reasoning first appeared in decisions from the lower courts of São Paulo that are specialized in arbitration and commercial matters, but it has recently been adopted by the São Paulo Court of Appeals, particularly by its Commercial Chambers (which hear appeals on, among other issues, pre-arbitration injunction requests).[7]

The decisions rendered by the courts of São Paulo are controversial and have generated considerable debate, including on whether they may be contrary to specific requirements imposed by Brazilian procedural law for legal provisions to be declared unconstitutional.[8]

Some entities have been vocal in defending the opposing view, including the Counsel of the Federal Justice (CFJ), which has enacted a statement providing that article 189, IV of the BCCP is constitutional and should be observed.[9] While the drafting and approval of CFJ's statements involves Justices from the Superior Court of Justice (SCJ)—Brazil's

highest court for non-constitutional matters—no decision from the SCJ or the Supreme Federal Court has been issued on the topic yet.

Comparative law seems to provide no clear-cut answer to this issue. While courts in the United States, UK, and South Africa, along with the Singapore International Arbitration Act, seem to favor the confidentiality of arbitration-related judicial proceedings,[10] courts from other jurisdictions, including Australia and Sweden, seem to reject this notion.[11]

In any event, until the debate involving the constitutionality of article 189, IV of the BCCP is settled in Brazil (or at least in the State of São Paulo), parties may adopt strategies to enhance the likelihood that their arbitration-related judicial proceedings will be processed under secrecy.[12] These strategies may include: (i) arguing that their case fits one or more of the other circumstances where article 189 of the BCCP provides for court secrecy; (ii) requesting that court secrecy is applied at least to the most sensitive documents (such as the arbitration's case records); and/or (iii) resorting to emergency arbitrators for pre-arbitration injunctive measures, as opposed to state courts.

By Daniel Brantes Ferreira (Centro Brasileiro de Arbitragem e Mediação (CMBA); daniel.brantes@gmail.com; Rio de Janeiro, Brazil), Guilherme Piccardi de Andrade Silva (Pinheiro Neto Advogados; gpiccardi@pn.com.br; São Paulo, Brazil), and Guilherme Fonseca Schaffer (Pinheiro Neto Advogados; gschaffer@pn.com.br; São Paulo, Brazil)

Bolivia: Current Investment Arbitration in Bolivia

In May 2007, Bolivia became the first state in history to denounce the ICSID Convention. In the following years, Bolivia continued to denounce all its bilateral investment treaties, showing its reluctance to arbitration and international forums. From a political sphere, denunciation of the ICSID Convention may function as a statement of censure towards the international system of investment protection. However, from a legal perspective, the impact of a de-

REGIONAL UPDATES

nunciation is uncertain. One of the most visible impacts is a limitation on a distinctive feature of international investment law, which is encouragement of forum shopping. Although the massive denunciation of bilateral treaties does not close the door to "investment arbitration" in the case of Bolivia, it, without a doubt, closes the door to forum shopping as the sunset clauses reach the term provided in the treaty.

The current situation in Bolivia remains the same as in 2015, there. In this context, the mechanism provided for in Law No. 708 dated 25 June 2015 seems to be the only alternative in terms of investment protection.

By María Fernanda Veremeenco (Moreno Baldivieso Law Firm fveremeenco@emba.com.bo; La Paz/ Bolivia) and Pamela Muñoz (Moreno Baldivieso Law Firm pmunoz@emba.com.bo; La Paz/ Bolivia)

Chile:

Two recent events have strengthened international commercial arbitration in Chile.

First, the Supreme Court, in *Sociedad Comercial Alemana I. Schroeder KG. (GMBH & CO) c. Exportadora y Comercializadora Las Tinajas Limitada* (Case Docket N° 104.262-2020, Judgment issued on 19 July 2021) recognized an international award issued in Germany applying German law. In doing so, it confirmed that recognition of foreign awards is governed by Law 19.971, which implements the 1985 UNCITRAL Model Law. Among other issues, the decision concluded that a sales order not signed by a party that was confirmed through subsequent emails was a valid arbitration agreement; and that service of suit through courier services is a valid method of notification. Finally, the Supreme Court refused to entertain the merits of the dispute, despite respondent's claim that the award applied a substantive rule of German law that opposed Chilean public order.

Second, the Santiago Court of Appeals, *Anade S.A. con Comercial Kendall Chile Limitada* (Case Docket N° 5520-2020,

REGIONAL UPDATES

Judgment issued on 19 May 2021), rejected a request to partially set aside an award issued in Santiago. The request argued that the arbitrator had not applied the rules of costs found in the applicable arbitral rules. The Court of Appeals verified that the arbitrator had indeed followed the arbitral rules and dismissed the claim. In doing so, the Court of Appeals also confirmed that setting aside procedures are the only recourse against an international award seated in Chile.

By Francisco Rodríguez (Cuatrecasas; francisco.rodriguez@cuatrecasas.com; Santiago de Chile)

Colombia: The Avoidance of Arbitration: The Hidroituango Case

As part of its global journey towards greener energy production and sustainable consumption, Colombia decided to construct one of the biggest hydroelectric facilities in the entire continent: Hidroituango. The budget for this project was set to be Colombian pesos (COP) 11.4 trillion, around USD 2.9 billion.[13]

As most public infrastructure projects, Hidroituango acquired an insurance policy in case of any eventuality, mostly regarding damages to the project, which might directly, and most likely, ensue expense-related surpluses and delays in the established chronogram. In 2018, the hydroelectric facility suffered severe damages to one of the main machine rooms, due to errors and inconsistencies between the planning, and the blueprints of the project, and its execution by third-party contractors.[14]

One of the clauses within the insurance contract contemplated the eventualities that caused the damages, and obliged the insurance company to assume this cost, even if they were caused by the operation of third-party contractors. The total surplus in the expense of the project was valued at COP 3.9 trillion , around USD 1 billion.

Mapfre Seguros, the insurance company of Hidroituango, initially paid a single amount of 350 million USD, less than 40% of the amount that it was

REGIONAL UPDATES

contractually obliged to pay to Empresas Públicas de Medellín (EPM), the biggest public utilities enterprise of Colombia and head of the Hidroituango project.

Given this breach of contract, EPM sought full compensation through legal action. EPM took two avenues of action: a case was brought to the Comptroller General of the Republic, and a request for arbitration was brought before the Conciliation, Arbitration and Amicable Composition Center of the Medellin Chamber of Commerce.

In December 2021, Mapfre Seguros and EPM settled. A final payment, total and definitive of USD 633.8 million, went through at the end of January 2022, for a summed total of USD 983.3 million However, a lot of questions still remain unanswered.

Conciliation did not succeed for this case; that is why an arbitration request was filed. However, the reason why the arbitration process did not come through is unclear. In Colombia, contentious-administrative cases can take more than a decade, so it is ambiguous why the Comptroller General was selected in the first place, and why settlement, that was several millions short, was preferred over an arbitration proceeding.

The reason may lie in the general perception towards arbitration. In Colombia, as well as in a number of Latin-American countries, arbitration is regarded as an expensive legal process, whose swiftness does not compensate for the risk of annulment and the great expenses that it brings along. The Chambers of Commerce of cities like Bogotá, Medellin, and Cali have invested immense amounts of resources to build reliable arbitration centers, but it seems that these efforts are not enough. Reliability on this alternative dispute resolution mechanism must be transmitted to the general public. Arbitration should be seen for what it is, an innovative dispute resolution mechanism that promises swiftness and that presents itself as a solution to some of the most recurrent problematics of jus-

tice administration, not only in Colombia but also on a global level.

By Camilo Osorno Montoya (Universidad del Rosario - Colombian Very Young Arbitration Practitioners (COLVYAP); camilo.osorno@urosario.edu.co; Bogotá, D.C./Colombia)

Ecuador:

In 2021, there were two main developments concerning arbitration: the execution of ICSID Convention and the issuance of the first Regulations to the Arbitration and Mediation Law since it entered into force. Currently, both the Convention and the Regulations are under examination by the Constitutional Court for allegedly not being compatible with the Ecuadorian Constitution. The decisions regarding both issues are still pending.

In January 2022, the Constitutional Court issued a long-awaited ruling regarding an interpretation request of article 422 of the Constitution, filed in August 2018. This article was used as the basis to denounce the ICSID Convention back in 2008, as well as the bilateral investment treaties in force at the time. Art. 422 states: "*The Ecuadorian State shall not sign International **treaties** or instruments in which the State yields sovereign jurisdiction to international arbitration, in controversies of **contractual or commercial nature,** between the State and private individuals or legal entities (…)*". The Court had to clarify whether this norm applied to BIT's. However, the ruling only rejected the interpretation request based on a procedural analysis, leaving the underlying issue unresolved.

While the previous matters might seem less enthusiastic for arbitration, Ecuadorian courts have issued several decisions that reinforce its practice and principles. For instance, in a case filed before the judiciary, the tribunal ignored a preexisting arbitration agreement and addressed the merits of the dispute. The Constitutional Court reviewed the case and issued Resolution No. 707-16-EP/21 that overruled the judiciary's intervention on the grounds

REGIONAL UPDATES

of due process violation. The Court reasoned that, after a party alleges the existence of an arbitration agreement, judges must refer the case to arbitration under the *kompetenz-kompetenz* principle and must refrain from reviewing the matter any further, particularly the validity and scope of the arbitration agreement.

Similarly, an Appellate Court reinforced the principle of minimal intervention of the judiciary in arbitration by rejecting a constitutional action filed against an arbitral institution for accepting the arbitral claim. The filing party sought to thwart the arbitration procedure thereby. However, the Appellate Court reasoned that the judiciary did not have jurisdiction to review the case and asserted that awards – and no other arbitral decisions – can be challenged only through the extraordinary constitutional action under grounds of constitutional rights violations.

By Lorena Barrazueta (Ecuadorian Very Young Arbitration Practitioners (ECUVYAP); lorena.barrazueta@hotmail.com; Quito/Ecuador) and Michelle Vasco (ECUVYAP; michellevasco33@gmail.com; Quito/Ecuador)

Asia-Pacific Update:

India: Supreme Court of India's Recent Decision in the Amazon – Future Group Saga

On 1 February 2022, the Supreme Court of India set aside three orders of the High Court of Delhi (High Court) in the highly publicized India-seated SIAC arbitration between Amazon.com NV Investment Holdings LLC (Amazon) and the Future Group (Future), while emphasising a court's role in enforcing an emergency arbitration (EA) award and raising questions about an arbitral tribunal's jurisdiction to review an EA award. This decision marks yet another significant event in the ongoing arbitration between Amazon and Future, which was stayed by the High Court's order of 5 January 2022. However, the Supreme Court reversed this stay on 6 April 2022 after both, Amazon and Future consented to proceeding with the

arbitration.

Facts

The background of the arbitration has been reported previously in the August 2021 edition of the Newsletter in context of the Supreme Court's seminal decision on 6 August 2021 regarding the enforceability of EA awards in India-seated arbitrations under the Indian Arbitration Act (Act). Briefly, Future was restrained by an EA award in October 2020 (EA Award) from pursuing a certain transaction, which transaction Amazon had challenged. However, in spite of this Award, Future continued to pursue the transaction, prompting Amazon to seek enforcement of the EA Award before the High Court.

On 2 February 2021, the High Court passed its first substantive order in the matter (Impugned Order 1) *prima facie* observing that an EA award is enforceable under the Act. The High Court also observed that an EA award is appealable under Section 37 of the Act – a provision that stipulates an exhaustive list of appealable orders under the Act. Impugned Order 1 was interim in nature and the High Court reserved the matter for its detailed order.

Meanwhile in the arbitration, on 11 March 2021, Future filed an application before the arbitral tribunal (that had been constituted by then) pursuant to Schedule I, paragraph 10 of the SIAC Rules seeking vacation of the EA award (Vacate Application).

On 18 March 2021, the High Court issued its detailed order (Impugned Order 2) confirming that an EA award is both, enforceable and appealable under the Act. Additionally, the High Court made observations on the merits of the dispute beyond the contents of the EA Award and found that Future's conduct in disobeying the Award amounted to civil contempt. Accordingly, the High Court imposed costs of INR 2 million on Future and ordered the attachment of its assets, including the promoter's assets.

Future appealed Impugned Order 2 the next day itself before a Division Bench of the High Court, which stayed the Or-

REGIONAL UPDATES

der. Amazon, in turn, appealed the stay before the Supreme Court leading to the Supreme Court's landmark decision of 6 August 2021. While the Supreme Court definitively affirmed that EA awards are directly enforceable under the Act in an India-seated arbitration, it did not address the peculiar circumstances in which Impugned Orders 1 and 2 were passed.

Shortly thereafter, Future appealed Impugned Orders 1 and 2 before the Supreme Court, given that the Supreme Court had failed to deal with the merits of those Orders in its 6 August 2021 decision. Future challenged the orders on the ground that they were passed without affording it an opportunity to file its defense, which was contrary to the principles of natural justice. In view of Future's pending Vacate Application, the Supreme Court issued an interim order on 9 September 2021, staying further proceedings before the High Court, which at that point in time only comprised a civil suit filed by Future against Amazon for tortious interference with the disputed transaction.

The arbitral tribunal dismissed the Vacate Application on 21 October 2021. Future appealed this order before the High Court under Section 37(2) of the Act. However, in its order dated 29 October 2021 (Impugned Order 3), the High Court declined to grant any relief in view of the Supreme Court's order of 9 September 2021. Future appealed this Order on the ground that the High Court failed to consider the Supreme Court's order in proper perspective.

Decision

The Supreme Court's reasons for setting aside Impugned Orders 1 and 2 are summarized as follows:

(a) a perusal of the procedural history leading to those Orders revealed that the High Court did not provide Future with sufficient opportunity to file its defense;

(b) the High Court erred in finding that Future was guilty of civil contempt as 'willful disobedience' is a material element in establishing civil contempt

under Indian law and such 'willful disobedience' by Future was not established; and

(c) the High Court adopted a standard of review beyond what was required while enforcing an EA award by making observations on the merits of the dispute.

The Supreme Court set aside Impugned Order 3 because its order dated 9 September 2021 did not impose any bar on the High Court from adjudicating an appeal against the arbitral tribunal's order refusing to vacate the EA award. In doing so, the Supreme Court clarified that the proceedings (i.e., Future's civil suit, which it did impose a bar on) were distinct from an appeal against the arbitral tribunal's order refusing to vacate the EA Award. Consequently, the Supreme Court remanded both matters (i.e. Amazon's enforcement petition and Future's appeal against the Tribunal's dismissal of the Vacate Application) to the High Court.

Implications

This decision notably cautions Indian courts enforcing an EA award against issuing directions and making observations beyond the contents of the EA award itself as they could "*inevitably influence*" the arbitral tribunal's view on merits. At the same time, it does not change the legal position that EA awards in India-seated arbitrations are directly enforceable under the Act, which was conclusively settled in the Supreme Court's decision of 6 August 2021.

Pursuant to the Supreme Court setting aside Impugned Orders 1 and 2, the punitive directions against Future (made in those Orders) are no longer in effect. Nevertheless, Future is still bound to comply with the directions in the EA Award as it has the status of an enforceable order under Section 17(1) of the Act. Thus, any failure to comply with the EA award could lead to sanctions pursuant to Section 17(2) of the Act.

Additionally, the High Court has commenced hearings in Amazon's enforce-

ment petition, following which, it will hear Future's appeal against the arbitral tribunal's order denying its Vacate Application. This presents an interesting future development to track, given that the High Court will likely have to grapple with (i) its role in enforcing an EA award; and (ii) the scope of judicial review of an arbitral tribunal's decision refusing to vacate an EA award.

Judgment available at: [Future v Amazon]

By Juhi Gupta (Young ITA Chair for India 2021-23 & Senior Associate, Shardul Amarchand Mangaldas & Co; juhi.gupta@amsshardul.com; New Delhi/India) and Jatan Rodrigues (Associate, Shardul Amarchand Mangaldas & Co; jatan.rodrigues@amsshardul.com; Mumbai/India)

***South Pacific:* Recent developments in the ongoing trade war between Australia and China**

The once promising trade relationship between Australia and China began to show signs of strain around 2018 following Australia's decision to block Huawei, a Chinese telecommunications company, from participating in the country's 5G mobile network due to national security concerns. Tensions continued to escalate and reached their zenith in 2020 when Australia joined several other countries in calling for an investigation of China for the origins of the COVID-19 virus. Further conflicts eventually led to a series of retaliations by China which responded with tariffs and trade restrictions that have impacted Australian exporters of barley, coal, beef, wine and timber amongst others. In response, Australia brought challenges to the World Trade Organization on China's barley[15] and wine tariffs[16] and panels were established to adjudicate both disputes.

In a recent turn of events, on 13 January 2022, China requested the establishment of a panel in an attempt to resolve the dispute surrounding Australia's anti-dumping and countervailing duty measures on imports of wind towers, stainless steel sinks and railway

wheels.[17] China had initially requested consultations with the Australian Government and had communicated their concerns to the Dispute Settlement Body (DSB).[18] However, the consultations had ultimately failed to reach a resolution. China continues to uphold their previous arguments in the 2022 communication that the anti-dumping and countervailing measures are inconsistent with Australia's obligations under several articles of the Anti-Dumping Agreement, the General Agreement on Tariffs and Trade 1994, and the Agreement on Subsidies and Countervailing Measures. China has asked that this request be placed on the agenda for the upcoming meeting of the DSB expected to be held on 25 January 2022. As both governments go head-to-head to challenge restrictions imposed by the other, Australia has indicated that it intends to defend its measures.

By Christine (Sujin) Cho (Melbourne Law School; christinesujincho@gmail.com; Seoul, Republic of Korea)

Australia: Recent Decision on Enforcement of Foreign Awards

In *Hub Street Equipment Pty Ltd v Energy City Qatar Holding Company* (2021),[19] the Full Court of the Federal Court Australia held that the appointment of the arbitral tribunal not in accordance with the arbitration agreement is a proper basis for resisting enforcement of an award.

Facts

Energy City Qatar Holding Company (ECQ) entered into a contract with Hub Street Equipment Pty Ltd (Hub) for the supply and installation of street light equipment in Qatar.[20]

The contract contained an arbitration clause requiring the parties to refer any disputes to arbitration before a three-member tribunal, with each party appointing one member within 45 days of notice of the proceeding, and the third member chosen by the first two members. If a decision to appoint the third member could not be reached, either party could refer the matter to a com-

REGIONAL UPDATES

petent Qatari court.[21]

ECQ made an advance payment to Hub but later decided not to proceed with the contract and sought to recover the money paid. Rather than relying on the agreed arbitration procedure for appointment, ECQ sought an order of the appointment of the arbitral tribunal from the Qatari court, which was granted.

In April 2017, arbitration was commenced without Hub's participation. In August 2017, an award was rendered in favor of ECQ.

Hub sought to resist enforcement in Australia. Following the proceeding in the Federal Court Australia, Hub appealed to the Full Federal Court for it to decide:

1. Whether the arbitral tribunal was composed not in accordance with the arbitration agreement, which is a ground of resisting enforcement under s 8(5)(e) of the IAA and art V(1)(d) of the New York Convention.[22]

2. Whether the proper remedy to cure any defect in appointment was to apply to set aside the award in the court of the seat rather than resisting enforcement.

Decision

On question 1, the Full Court found on balance of probabilities that the Qatari Court had appointed the tribunal on the misunderstanding that Hub had been notified of ECQ's commencement of arbitration. In fact, ECQ had failed to send the required notice to Hub that would have provided Hub with the opportunity to appoint one tribunal member. As a result, there had been no basis for the Qatari Court to exercise its jurisdiction to appoint the tribunal.[23]

For that reason, the tribunal had been constituted prematurely by the Qatari Court, and therefore not in accordance with the parties' agreement.

The Full Court stated that composing the tribunal in accordance with the parties' arbitration agreement is "fundamental to the structural integrity of the arbitration".[24] Failure to do so,

the Full Court concluded, provided a sufficient ground to not exercise its discretion to enforce a foreign award under s 8(5) of the IAA.

On question 2, the Full Court confirmed the position in Australia that the award debtor is not required under the IAA to "take positive steps at the seat of the arbitration to set aside the award and [they] can wait until the award is sought to be enforced before raising any defenses to enforcement".[25]

Nevertheless, the Full Court noted that in circumstances where the supervisory court had rejected a challenge to the award, the enforcing court should not reach a different conclusion on the same question of asserted defects in the award unless limited exceptions apply.

Conclusion

The decision highlights that the Australian courts are unwilling to enforce foreign arbitral awards where the procedural irregularities with the arbitral proceedings and/or award concern the fundamental aspect of arbitration, for example, not composing the tribunal in accordance with the parties' agreement.

By Qianshuo (Carrie) Liu (JD graduate of the University of Melbourne Law School; carrieliu9765@gmail.com; Melbourne, Australia)

REGIONAL UPDATES

1 See https://www.scotusblog.com/case-files/cases/zf-automotive-us-inc-v-luxshare-ltd/, last visited on March 15, 2022.

2 See https://iccwbo.org/media-wall/news-speeches/icc-amicus-curiae-brief-to-provide-guidance-to-the-us-supreme-court/, last visited on March 15, 2022.

3 Non-binding precedent I.8o.C.98 C (10a.) under registration number 2023333, issued by the Eighth Collegiate Circuit Court in Civil Matters in the First Circuit, Eleventh Period, Civil Matters, Gazette of the Federal Official Weekly, Book 3, July 2021, Volume II, p. 2421.

4 Non-binding precedent I.8o.C.99 C (10a.) under registration number 2023332, issued by the Eighth Collegiate Circuit Court in Civil Matters in the First Circuit, Eleventh Period, Civil Matters, Gazette of the Federal Official Weekly, Book 3, July 2021, Volume II, p. 2420.

5 Queen Mary University of London, White & Case LLP, 2018 International Arbitration Survey: The Evolution of International Arbitration (available at https://arbitration.qmul.ac.uk/media/arbitration/docs/2018-International-Arbitration-Survey---The-Evolution-of-International-Arbitration-(2).PDF), last visited on 13 March 2022.

6 BCCP: "Article 189. Procedural acts shall be deemed public, but court secrecy shall apply to lawsuits: [...] IV. dealing with arbitration, including those relating to enforcement of the arbitral letter, provided that the confidentiality stipulated in arbitration is demonstrated to the court" (unofficial translation).

7 Lower Court decisions: São Paulo 2nd Lower Commercial and Arbitration Related Disputes Court, Proceedings n° 1122993-92.2018.8.26.0100, Judge Eduardo Palma Pellegrinelli, ruled 27 November 2017; São Paulo 1st Lower Commercial and Arbitration Related Disputes Court, Proceedings n° 1034391-57.2020.8.26.0100, Judge Paula da Rocha e Silva Formoso, ruled 28 April 2020; São Paulo 1st Lower Commercial and Arbitration Related Disputes Court, Proceedings n° 1034556-07.2020.8.26.0100, Judge Luis Felipe Ferrari Bedendi, ruled 30 April 2020. Court of Appeals decisions: São Paulo Court of Appeals, Interlocutory Appeal n° 2008533-16.2020.8.26.0000, Rapp. Justice Cesar Ciampolini, 1ª Commercial Chamber, ruled 31 March 2020; São Paulo Court of Appeals, Interlocutory Appeal n° 2043842-64.2021.8.26.0000, Rapp. Justice Cesar Ciampolini, 1ª Commercial Chamber, ruled 19 May 2021; São Paulo Court of Appeals, Interlocutory Appeal n° 2193571-67.2021.8.26.0000, Rapp. Justice Alexandre Lazzarini, 1ª Commercial Chamber, ruled 9 March 2022.

8 In that sense, articles 948 et seq of the BCCP.

9 "Statement 99 - Art. 189, IV, of the Code of Civil Procedure is constitutional, and the judge must apply judicial secrecy in judicial proceedings that deal with arbitration, provided that the confidentiality stipulated in the arbitration is proven before the court" (unofficial translation).

10 Gary B. Born, International Commercial Arbitration (Kluwer Law International 2021), p. 3007, n. 25, and p. 3041, n. 199: "National courts have uniformly rejected suggestions that constitutional requirements for public judicial proceedings apply to arbitral proceedings. *See*, e.g., *Del. Coalition for Open Gov't Inc. v. Strine*, 733 F.3d 510, 518 (3d Cir. 2013) ('"private" arbitrations historically have been, and many continue to be, confidential'); *Iberia Credit Bureau, Inc. v. Cingular Wireless LLC*, 379 F.3d 159, 175-76 (5th Cir. 2004); *Premium Nafta Prods. Ltd. v. Fili Shipping Co.* [2007] UKHL 40, ¶20 (House of Lords) ('the European Convention was not intended to destroy arbitration. Arbitration is based upon agreement and the parties can by agreement waive the right to a court'); *Lufuno Mphaphuli & Assocs. (Pty) Ltd. v. Andrews*, [2009] ZACC 6 (S. African Const. Ct.) (South African Constitution's requirement for public hearing not applicable to arbitration: '[A]rbitral proceedings … will differ from proceedings before a court, statutory tribunal or forum. [...] [T]he proceedings need not be in public at all.'). [...] *See* Singapore International Arbitration Act, §§22-23 (on application of parties, judicial proceedings concerning international arbitration will not take place in open court and restrictions will apply to reporting of proceedings)."

11 *Id.*, p. 3014: "On one end of the spectrum, English, Singapore and Hong Kong courts have repeatedly recognized relatively extensive obligations of confidentiality - implied from the mere existence of an agreement to arbitrate - with regard to the arbitral process. At the opposite end of the spectrum, Australian and Swedish courts historically rejected the notion of a general obligation of confidentiality of arbitral proceedings seated in those jurisdictions. Other courts, including U.S. courts, have taken intermediate approaches." *See* also 1974 Australian International Arbitration Act, Section 23D.

12 BCPC: "Article 189. Procedural acts shall be deemed public, but court secrecy shall apply to lawsuits: [...] I. where the public or social interest would so require; II. dealing with marriage, separation from bed and board, divorce, legal separation, stable union, filiation, support, and custody of children and adolescents; III. containing data protected by the constitutional right of privacy; [...]" (unofficial translation).

13 Ortiz, J.D. Costo de Hidroituango se incrementa y alcanza $16,2 billones. 29 July 2020. El Colombiano. Medellín, Colombia. https://www.elcolombiano.com/antioquia/costo-del-proyecto-hidroituango-se-incrementa-y-llega-a-162-billones-NJ13387138 last visited on 15 March 2022.

14 Mongabay Latam. Hidroituango: esta es la cronología de una catástrofe en Colombia. 20 July 2018. https://es.mongabay.com/2018/07/cronologia-de-hidroituango-colombia/ last visited on 15 March 2022.

15 World Trade Organization, DS598 China — Anti-dumping and countervailing duty measures on barley from Australia.

16 World Trade Organization, DS602 China — Anti-Dumping and Countervailing Duty Measures on Wine from Australia.

17 World Trade Organization, WT/DS603/2 Australia — Anti-Dumping and Countervailing Duty Measures on Certain Products from China - Request for the establishment of a Panel by China (14 January 2022).

18 World Trade Organization, WT/DS603/1 Australia — Anti-Dumping and Countervailing Duty Measures on Certain Products from China - Request for consultations by China (29 June 2021).

19 [2021] FCAFC 110

20 Id. at para. 23.

21 Id. at para. 24.

22 Id. at para. 13.

23 Id. at paras. 53, 54.

24 Id. at para.104.

25 Id. at para.74.

#CAREERS IN ARBITRATION

YOUNG ITA

Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link
International Committee of the Red Cross	Trainees, Legal Division	Geneva	https://lnkd.in/e8NePD8F
White & Case LLP	Business Development Manager – International Arbitration, Americas	Washington, DC or New York	https://lnkd.in/egVfdhcF
White & Case LLP	Professional Support Lawyer – Americas	Washington, DC or New York	https://lnkd.in/eb-N872e
Linklaters	International Arbitration Interns	London	https://lnkd.in/etEaWTZG
Aceris Law	Trainee	Not Stated	https://www.linkedin.com/posts/aceris-law-international-arbitration-law-firm_careersinarbitration-internationalarbitration-activity-6924349115610882048-y5iH?utm_source=linkedin_share&utm_medium=member_desktop_web
Arbitration Institute of the Stockholm Chamber of Commerce	Legal Counsel	Stockholm	https://lnkd.in/dQaPedsD
Quinn Emanuel	International Arbitration Paralegal	Paris	https://www.linkedin.com/posts/quinn-emanuel_paris-job-advert-activity-6923299842484002816-_74r?utm_source=linkedin_share&utm_medium=member_desktop_web
Arnold & Porter	Clerkship	London	https://lnkd.in/dDJkfKx
Schellenberg Wittmer	Associate (Swiss Qualified)	Geneva	https://lnkd.in/dXfVjM7s

Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link
Delos Dispute Resolution	Communications & Programmes Officer	India	https://lnkd.in/d3hZQJ-S
ICC / SICANA	Case Management Team Assistant	New York	https://lnkd.in/g4U-NBnC
Hogan Lovells	Intern / Stagiaire	Paris	https://lnkd.in/dj-fYUeW
Hogan Lovells	Associate	Miami	https://lnkd.in/dY7Ys9cD
Wolf Theiss	Attorney	Bucharest	https://lnkd.in/dzmmrkRr
Linklaters	Trainee	Milan	https://lnkd.in/dVV3RTXa
Shearman & Sterling	Associate	London	https://lnkd.in/da4N9QDN
Freshfields	Associate	London	https://lnkd.in/dRAeqyj9
Sidley Austin	Trainee	Geneva	https://lnkd.in/dcieaQaz
Fietta LLP	Interns	London	https://lnkd.in/dy6DbDBM
LALIVE	International Trainee	Geneva	https://lnkd.in/gb5BTQ8
Three Crowns LLP	Interns	London / Paris	https://lnkd.in/dx3rFA2
WilmerHale	Interns	London	https://lnkd.in/dZXX6Te

Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link
SIAC	Deputy Counsel	Singapore	https://lnkd.in/d5vFv6pa
SIAC	Legal Manager – Legal Advisory and Compliance	Singapore	https://lnkd.in/dR5YT6Be
Jus Mundi	Key Account Executive		https://lnkd.in/da62Dx2B
Zagope – Engineering and Construction	Lawyer	Lisbon	https://lnkd.in/drB2-gQ9
Withersworldwide	Associate	Hong Kong	https://lnkd.in/dc72udvu
Squire Patton Boggs	Contentious and Regulatory Sports Associate	London	https://lnkd.in/dXxa7puq
LexisNexis	Professional Support Lawyer	London	https://lnkd.in/dySCr_hK
Thomson Reuters	Senior Legal Editor, Practical Law Arbitration	London	https://lnkd.in/dFX9CWPc
Deloitte	Assistant Director / Director, Forensic & Disputes Services - Disputes and International Arbitration	Paris	https://www.linkedin.com/jobs/view/3050040459/
DLA Piper	Associate	Frankfurt	https://www.linkedin.com/jobs/view/3048115420/
Clifford Chance	Client and Market Development Executive – International Arbitration	London	https://www.linkedin.com/jobs/view/3048451295/

Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link
Deloitte	Manager, Forensic & Disputes Services – Disputes and International Arbitration	Paris	https://www.linkedin.com/jobs/view/3050037997/
Alvarez & Marsal	Director/Senior Director, Disputes & Investigations (International Arbitration & Litigation)	New York	https://www.linkedin.com/jobs/view/3040473856/
Braddell Brothers LLP	Associate (Dispute Resolution & International Arbitration)	Singapore	https://www.linkedin.com/jobs/view/3042746193/
King & Wood Mallesons	Dispute Resolution Solicitor	Sydney	https://www.linkedin.com/jobs/view/2992563136/
WilmerHale	Austrian, German and Swiss Lawyers	London	https://www.linkedin.com/jobs/view/2973926119/
China Petroleum Engineering & Construction Corporation	Legal Advisor	Dubai	https://www.linkedin.com/jobs/view/3050050017/
Simmons & Simmons	Litigation and Arbitration Associate	Amsterdam	https://www.linkedin.com/jobs/view/2956286537/
SIAC	Senior Executive/ Manager (Events)	Singapore	https://www.linkedin.com/jobs/view/3040618205/
Deacons	Construction Lawyer	Hong Kong	https://www.linkedin.com/jobs/view/3032728375/
Simmons & Simmons	Intern / Stagiaire	Amsterdam	https://www.linkedin.com/jobs/view/2807709049/
Squire Patton Boggs	Intern / Stagiaire	Paris	https://www.linkedin.com/jobs/view/3004942358/

34th Annual ITA Workshop and Annual Meeting

The ITA Workshop is widely recognized as the leading conference in the field in the United States. As one participant summarized succinctly, "It is the forum in which legitimate top practitioners gather annually. Thus, the topics are sophisticated, the networking is legitimate, and the social element is valuable."

For the first time, the ITA Workshop will take place in Austin, Texas this year, and run between Wednesday 15 June and Friday 17 June. The Young ITA Roundtable is taking place on Wednesday afternoon. We encourage all of our members to attend, and look forward to meeting you all there.

The link to register is as follows:

https://www.cailaw.org/eventRegistration.html?e=2811

YOUNG ITA

Newsletter Guidelines

The Young ITA Newsletter is the quarterly publication of Young ITA, and has a global readership of students, young practitioners, academics, and professionals from different sectors.

Young ITA welcomes written content covering recent developments, new laws or regulations, recent court cases or arbitral awards in your region, webinar/conference reports or any other material that may be of interest to Young ITA readership.

All content submitted must:

- not have been previously published;
- include the author(s)'s name, email address, firm/affiliation and city/country; and
- be authored by members of Young ITA.

Written content submitted must:

- be between 300-500 words;
- be submitted in MS word format;
- acknowledge all sources, while keeping endnotes to a minimum; and
- include a short abstract of one/two sentences and up to five keywords.

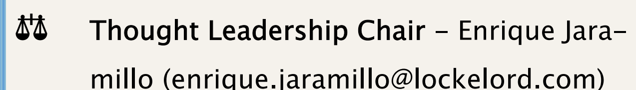
Contributors are encouraged to submit their contributions at least one month prior to the publication month of the next issue (e.g. submissions for the January issue should be delivered by the end of November). Factors considered for publication of the respective contribution include, among others, relevance, timeliness, quality, and consistency with these guidelines.

Content should be submitted to Young ITA Thought Leadership Chair, Enrique Jaramillo and Young ITA Thought Leadership Vice-Chair, Derya Durlu Gürzumar.

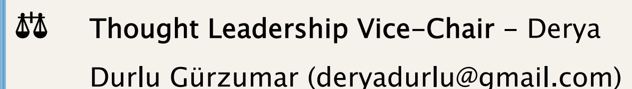
Young ITA also welcomes volunteers to act as reporters for future Young ITA events. Please contact our Communications Chair, Ciara Ros and our Communications Vice-Chair, Jorge Arturo Gonzalez for more information about, or to register your interest in, acting as a reporter for a future Young ITA event (whether virtual or in-person).

Contact Information

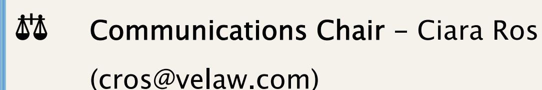
Please contact any of the following Young ITA Board Members if you wish to provide any comments, contributions or material for the Young ITA Newsletter.



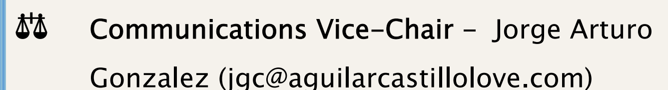
⚖ **Thought Leadership Chair** - Enrique Jaramillo (enrique.jaramillo@lockelord.com)



⚖ **Thought Leadership Vice-Chair** - Derya Durlu Gürzumar (deryadurlu@gmail.com)



⚖ **Communications Chair** - Ciara Ros (cros@velaw.com)



⚖ **Communications Vice-Chair** - Jorge Arturo Gonzalez (jgc@aguilarcastillolove.com)