Young ITA Newsletter

Vol. 4, Issue 1 – Winter 2023

YOUNG ITA

Featured in this Issue

- 60 Second Interview with our mentorship co-chair, Thomas Innes.
- Updates from the Young ITA Regional Chairs
- Young ITA Event Reports
- Career Opportunities

YOUNG ITA

Contributing Editors

YOUNG ITA

Contents

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 20 for information on how to get involved with the newsletter, or reporting on Young ITA events.

Vol. 4, Issue 1 – Winter 2023

Young ITA Global Forum

Young ITA is thrilled to host the second annual Young ITA Global Forum!

Young ITA practitioners from each of Young ITA's Regions will be invited to serve as regional delegates in the Global Forum, with each delegate submitting one current procedural issue and one current substantive law or policy issue of key interest in the field of international arbitration in advance. These issues will be debated on the (virtual) "floor" of the Global Forum, with each delegate introducing his or her issue as prompted and moderated by the Global Forum Moderators for each Session.

The Young ITA Global Forum will take place on 22 February 2023. Applications may be submitted at the following link:

Application for Young ITA Global Forum

YOUNG ITA

60 Second Interview with Thomas Innes-

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

The variety. On the legal side, there are so many different issues that can arise. Especially in those cases involving complex issues of foreign law. Similarly, the breadth of issues on the factual side tends to make the work particularly interesting. For example, my current publicly-known cases involve insurance businesses, a shrimp farm, emission allowance trading, development of a hotel resort, a real estate project and the telecoms sector. I learn something new most days.

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

There are so many places on this list. If I had to choose one right now, that would be hiking in the Scottish Highlands with my West Highland Terrier and a camera.

What top tips would you give to associates aspiring towards partnership?

Start networking as soon as you can, and not just with lawyers. Broaden your network as wide as possible. Play the long game. Your peers now may well be in senior in-house positions with a need for your help down the line. Meanwhile, with your cases, make yourself indispensable. Be the associate that every partner wants on their case; the person they can trust to take the file and run it with minimal input. Also, find a sponsor: someone who will advocate for you internally in the firm, to ensure you get the right assignments as you progress and put you forward for promotion when the time comes.

What are your top three restaurants in London?

Din Tai Fung, Covent Garden; Bibendum, Knightsbridge; Rucoletta, St Paul's. Though its hard to resist the allure of a burger from Bleecker when working late at the office.

Why did you become an arbitration lawyer?

I somewhat fell into it. After participating in the Jessup Moot, I began to focus increasingly on public international law (PIL). Along that road, I came across an investment treaty arbitration class and realised that was one of the few areas where one could develop a PIL practice outside of government. And since commencing practice I've been lucky to expand that interest into commercial arbitration too.

How did you get involved with Young ITA?

I started out as a facilitator on the mentoring scheme back in 2018, and have been involved in some form since then. It's a wonderful organisation to be involved in, with incredibly supportive colleagues.

REGIONAL UPDATES

United Kingdom Update

Message, Not Medium – UK Court Upholds Awards Under Asymmetric Hybrid Disputes Clause

The UK High Court took an arbitration-friendly approach to a hybrid dispute resolution clause on 17 November 2022 in Aiteo v Shell, holding that a Shell subsidiary had not waived its unilateral option to bring an arbitration.

The basis of the dispute was a loan agreement between Shell and Nigerian oil and gas producer Aiteo, which contained an asymmetric disputes clause giving Shell the unilateral option to refer disputes either to arbitration or to a court of law. Aiteo sued Shell for breach of the loan agreement in Nigeria, and the Nigerian courts granted Aiteo an interim injunction restraining Shell from enforcing its rights.

Shell appealed and filed for a stay in the Nigerian courts. One year later, Shell filed an ICC arbitration that was decided in its favour. Aiteo appealed this award as well as another consolidated arbitration under section 67 of the Arbitration Act 1996, which allows a party to challenge an award on the ground that the tribunal lacked substantive jurisdiction. Aiteo contended that Shell's exercise of the option to arbitrate was ineffective, as, within a reasonable time of Shell attempting to end the court proceedings, it had not commenced an arbitration or made at least an unequivocal commitment to arbitrate the dispute without delay.

Aiteo's section 67 challenge failed. In his judgment, Foxton J clarified that such a hybrid disputes clause was not itself a fully formed arbitration agreement. Rather, exercising the option to arbitrate would fully constitute an "inchoate" arbitration agreement, bringing it to life and kick-starting both parties' contractual obligation to arbitrate.

Foxton J concluded that a party may exercise an option to arbitrate without actually commencing an arbitration. Here, all that was required was an "unequivocal statement" by Shell requiring Aiteo to arbitrate the dispute.

REGIONAL UPDATES

This could take the form of, for example, a request for arbitration, seeking a stay on proceedings or some other communication. It was the message, not the medium, which mattered.

Shell had exercised the option to arbitrate by submitting a notice of appeal (NOA) in relation to the Nigerian proceedings. Married with the hybrid clause in the loan agreement, the effect of the NOA was that Aiteo was required instead to arbitrate the disputes underlying those proceedings. Shell had not waived its right to arbitrate by filing the appeal, as it had made only a "conditional appearance" in the Nigerian litigation.

This decision reinforces the arbitration-friendly approach often taken by UK courts. In a hybrid disputes clause, a party has flexibility as to the medium in which it exercises the option to arbitrate. Here, Shell had the unilateral ability to elect to arbitrate, and by doing so, perfected the incomplete arbitration agreement.

Courts in other jurisdictions have not looked so favourably upon hybrid disputes clauses, especially with such unilateral provisions. In 2012 and 2015 respectively, the French Supreme Court held two asymmetric jurisdiction clauses void in their entirety and, in 2012, the Russian Supreme Commercial Court ruled a dispute resolution clause invalid because it allowed only one party to choose the forum for dispute resolution.

By Author: Lydia Bunt (Trainee Solicitor, Allen & Overy LLP; Lydia.Bunt@allenovery.com; London/UK)

Middle East Update:

Dubai:

A recent judgment of the Dubai Court of Cassation (in Case Nos. 78 and 96/2022) confirms that it is a mandatory requirement for factual and expert witnesses in arbitrations seated onshore in the UAE to give evidence under oath.

Background

In recent years, it became unclear whether the traditional requirement

that witness evidence in UAE-seated arbitrations be given under oath still applied. The old Arbitration Chapter of the Civil Procedure Code required that "*The arbitrators shall cause the witnesses to take oath*" (Article 211).

The Arbitration Chapter was repealed following the adoption of the new Federal Arbitration Law (Law No. 6/2018) in June 2018, which does not contain an express oath-taking requirement. It does, however, provide that "*Unless otherwise agreed by the Parties, the statements of the witnesses (including experts) shall be heard according to the applicable laws in the State*" (Article 33 (7)).

Decision

In a recent case, the Court of Cassation was asked whether the apparent failure to administer the oath to witnesses invalidated an award in an arbitration conducted under the old DIAC Arbitration Rules (2007).

The Court noted that the Federal Arbitration Law provides for witnesses to give testimony in accordance with the state's rules of evidence unless otherwise agreed by the Parties; and that the DIAC Rules 2007 also required that the witnesses swear an oath before giving evidence, in accordance with the mandatory rules of procedure. The Federal Law of Evidence (Law No. 10/1992) requires a witness to give an oath in accordance with their religious beliefs.

However, in the case in question, the minutes of the hearing did not show that an oath had been sworn by the witnesses before giving evidence, nor was this stated in the award itself. The award did refer to the relevant witness statements as decisive evidence. Since the award was made on the basis of witness evidence not given under oath, the Court of Cassation declared it to be invalid.

Implications

The decision confirms the importance of witness evidence being given under oath in onshore UAE seated arbitrations. It is unclear whether the outcome might have been different if the arbitration were subject to different proce-

REGIONAL UPDATES

dural rules. Arguably, if the parties had expressly agreed that witness evidence would not be given in accordance with the state's law of evidence, then an oath may not be strictly necessary. However, out of an abundance of caution, ensuring that an oath is properly administered to factual and expert witnesses is the sensible course in order to avoid the risk of invalidity of the final award.

This judgment indicates that the prudent course is:

- In an arbitration seated in onshore UAE, factual and expert witnesses should swear an oath in accordance with paragraph 41 of the Federal Law of Evidence.
- The oath should be a religious oath rather than a secular affirmation.
- Both the transcript of the hearing and the arbitral award itself should record that the evidence was given under oath, to forestall any potential challenge.

By Thomas Parkin (Associate, K&L Gates' International Arbitration Practice Group; Thomas.Parkin@klgates.com; Dubai/United Arab Emirates)

Event Report

Young ITA – Ask the Arbitrator

Conference report by Thomas Parkin, K&L Gates' International Arbitration Practice Group, Dubai, United Arab Emirates

Young ITA held an "Ask the Arbitrator" panel event in the Capital Club, DIFC as part of Dubai Arbitration Week. The event was organised by **Jennifer Paterson** of K&L Gates and moderated by **Robert Landicho** of Vinson & Elkins. Four leading practitioners who regularly act as both counsel and arbitrators in international arbitrations were invited to don their "arbitrator hats" and answer wide-ranging questions about how arbitrators think, how they approach difficult issues, and what arbitration counsel can do to best represent their client while being helpful to the tribunal.

The panel consisted of **Jonathan Sutcliffe**, a partner at K&L Gates based in the Dubai office, where he is a member of the international arbitration practice

REGIONAL UPDATES

group; **Reshma Oogorah**, an international arbitrator and legal counsel with over a decade of experience in high-value and complex commercial disputes; **Rupert Choat** KC of Atkin Chambers, a barrister and arbitrator specialising in construction, engineering, PFI/PPP, energy, and similar disputes; and **Ann Ryan Robertson**, a partner in Locke Lord's Houston office and an experienced international arbitration practitioner.

The Discussion

The discussion revolved around questions from the audience on a range of topics of interest to international arbitration practitioners, and provoked lively debate among the panel.

The first question asked about the qualities sought in a tribunal chair where members of the panel are appointed as co-arbitrators and asked to work with their co-arbitrator to appoint a chair. The panel noted that where a practitioner is appointed as arbitrator, their reputation may be affected by poor procedural management or the non-delivery of an enforceable award, and so co-arbitrators are strongly motivated to appoint a skilled and competent chair. Besides the obvious technical and organisational skills, the panellists raised a number of other considerations: the increasing importance of technological familiarity, vis-à-vis virtual hearings, electronic bundles, and other developments; cultural awareness and familiarity, particularly where the parties, their counsel, and the tribunal may be from different parts of the world; and the importance of diversity, as a desideratum in itself and as a proven technique to ensure better quality decision making.

Document production and disclosure are often a thorny issue in international arbitration, particularly where parties or counsel hail from jurisdictions with different fundamental approaches. It was observed that the IBA Rules often form part of the backdrop, being either explicitly referred to by the tribunal or in substance underpinning the procedure which the tribunal orders – though if preferred by the parties, other systems, such as the Prague Rules, are available. Where document production is contentious, there is a case to be made for erring in favour of allowing disclosure,

REGIONAL UPDATES

to ensure that parties cannot argue that they have not had the chance to have their case properly heard (where document production is in some circumstances essential for one party to advance their case), and because it can, even if uncommonly, produce pivotal evidence.

"Guerrilla" tactics are familiar in attempts to delay or derail arbitration. They may be more or less transparent, but it is critical for the tribunal to ensure that the arbitral procedure followed is thorough and is meticulously recorded. Ultimately, guerrilla tactics may "poison the well" by affecting the credibility of a party that relies on them, as well as being taken into account in costs.

Guidance was given by the panel as to what they find beneficial in expert reports, and particularly joint expert reports. There was a strong preference expressed by the panel for short, but properly referenced joint reports set out in tabular form; and for experts to provide an Excel spreadsheet, with easily identifiable formulae, which allows the tribunal to plug in their own numbers/dates and perform their own calculations (such as for interest claims). One key consideration, often overlooked in arbitration, is the value of ensuring that experts are dealing with the same issues. An agreed list of issues, developed at an early stage, can serve to channel the discussion. There is also value in ordering the experts to deal not just with their own assumed set of facts, but their counterpart's assumed set of facts.

While virtual hearings are here to stay in some form or another, there was some support for at the very least having the tribunal together in the same room in person to establish better cooperation and interpersonal dynamics between the arbitrators. This militates in favour of in-person hearings or a hybrid model depends on the circumstances.

United States: **– 11th ICC– IEL– ITA Joint Conference on International Energy Arbitration in Houston**

On January 19 and 20, 2023, the ICC, IEL, and ITA hosted its 11th Joint Conference on International Energy Arbitration in Houston. The Conference opened with a panel discussing the

REGIONAL UPDATES

"Ethics of Arbitrators Conduct and Challenges, "[1] which covered a range of topics including issue conflicts and IBA Guidelines. Overall, the presentation focused on discussing the thin balance between under-disclosure and over-disclosure of conflicts.

The conference then continued with a panel on "Evolving Doctrines of Excuse in Face of Disruption,"[2] focusing mainly on force majeure clauses and the difference in application in different countries. Ultimately, the panel emphasized the importance of thoroughly drafting and negotiating force majeure clauses.

The conference reconvened Friday morning, beginning with a presentation on "2022 in Review: International Blockbusters and Flops."[3] The presentation covered the demise of the ECT and recently-decided ECT cases Rockhopper v. Italy and Kruck v. Italy as well as the newest § 1782 discovery case, *ZF Automotive v. Luxshare.*

The conference then continued with a panel on "Lessons Learned from the Field: Navigating the Challenges of Enforcement Against State-Owned Entities."[4] This panel largely talked about the complex issues a party faces when enforcing against a state, particularly when politics and sanctions are involved. Overall, a party must always be aware of its probabilities of recovering and take decisions accordingly.

This panel was followed with a panel on "The Implications of Changing Energy Policy,"[5] discussing the ever-changing political environment. The panel emphasized the importance of negotiating stabilization and arbitration clauses and structuring of the company

REGIONAL UPDATES

Correctly.

In the next presentation, "Natural Gas: What's Next?!"[6] the panel discussed the problems the gas and LNG industries have been facing in the last year. The panel emphasized the importance of drafting contracts to maximize the client's potential protections.

Then, the conference discussed "Back to the Future or the New Normal,"[7] discussing procedures that have changed in international arbitration since the pandemic. The panel said that it has noticed an increase of bifurcations and summary-judgment-like motions, moving the industry towards innovation.

Finally, the conference concluded with a presentation of a study done by Queen Mary University of London and Pinsent Mason.[8] The survey, having a diverse pool of participants, concluded that arbitrators and practitioners still have a very positive outlook for arbitration.

Ultimately, the conference can be summarized in one sentence: Contract is King. Whether we are talking about force majeure clauses, enforcement challenges or problems with supply or demand, the contract will always play a key role. The practitioners and arbitrators in the conference repeatedly encouraged the audience to pay careful attention to drafting of the contract. Look out for a full report on the conference in the next issue of News and Notes.

[1] **Panelists**: Rahul Donde (Levy Kaufmann-Kohler, Geneva); Kabir Duggal (Arnold & Porter/ Columbia Law School, New York City); M. Imad Khan (Winston & Strawn, Houston); and Lucy Winnington-Ingram (Reed Smith, London). Moderator: Elizabeth J Dye (Pillsbury Winthrop Shaw Pitman, Houston).

[2] **Panelists**: Naomi Briercliffe (Allen & Overy, London); Trevor Cox (Legal Counsel at SLB, Houston), Carla Gharibian (Jones Day, Los Angeles); and Andrea Orta Gonzalez Sicilia (Ruiz - Silva Abogados, Mexico City). Moderator: Christina G. Hioureas (Foley Hoag, New York City).

[3] **Speakers**: Danielle Morris (WilmerHale, Washington DC) and Timothy J. Tyler (Vinson & Elkins LLP, Houston).

REGIONAL UPDATES

[4] **Panelists**: Isabel Fernandez de la Cuesta (King & Spalding LLP, New York City), Christopher P. Moore (Clearly Gottlieb, London), and Andrew Stafford KC (Kobre & Kim, London). Moderator: Alex Yanos (Alston & Bird, New York).

[5] **Panelists**: Alberton Fortún (Cuatrecasas, Madrid); Dr. Antonio Ortiz-Mena (Dentons Global Advisors and Georgetown University, Washington D.C.); Lindsey D. Schmindt (Gibson Dunn, New York City). Moderator: Analia Gonzalez (BakerHostetler, Washington D.C.).

[6] **Panelists**: Christian Nitsch (Pavilion Energy, Madrid); Michael Polkinghorn (White & Case LLP, Paris); and Mark R. Robeck (Golden Pass LNG, Houston). Moderator: Gisele Stephens-Chu (Stephens Chu, Paris).

[7] **Panelists**: J. Brian Casey (Bay Street Chambers, Toronto); Pedro José Izquierdo (Sullivan & Cromwell LLP, New York City); and Ema Vidak Gijković (Independent Arbitrator, New York City). Moderator: Caroline Richard (Freshfields Bruckhaus Deringer, Washington DC).

[8] **Speakers**: Prof. Loukas Mistelis (Queen Mary University of London and Clyde & Co LLP, London); Jason Hambury (Pinsent Masons LLP, London); and Kathryn Barnes (Chevron, San Ramon).

By Author: Andreina "Andie" Escobar (Vinson & Elkins; Email: aescobar@velaw.com; Houston).

#YoungITATalks Mexico and Central America:

Advocacy Skills in Arbitration

Conference Report by: Eduardo Estrada Castillo, Von Wobeser y Sierra, S.C., Mexico City.

On 9 December 2021, Young ITA hosted a #YoungITATalks webinar on "Advocacy Skills in Arbitration". Young ITA Chair for Mexico and Central America, Rodrigo Barradas Muñiz (Von Wobeser y Sierra, S.C.) opened the webinar and welcomed moderator Rodrigo Macin Sánchez (Von Wobeser y Sierra, S.C.) and speakers Dyalá Jimenez Figueres (DJ Arbitraje), Carlos Loperena Ruíz

REGIONAL UPDATES

(Loperena, Lerch y Martín del Campo), and Francisco González de Cossío (Gonzalez de Cossio Abogados, S.C.).

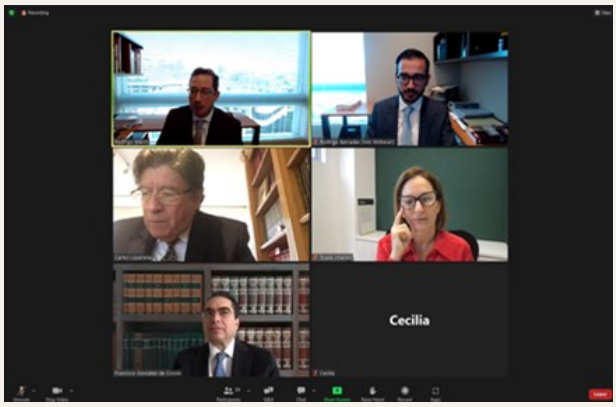
Mr. Macin started by asking the speakers whether, when presenting a case, the facts or the legal issues were more relevant. Mr. González de Cossío explained that this depends on each case and even on the profile of the arbitrators. Mr. Loperena Ruíz added that it may be practical to emphasize general legal rules and principles when the tribunal is comprised of arbitrators trained in legal systems different from the applicable law. The speakers also highlighted that, in some cases, experts' opinions are essential for the tribunal to understand the technical aspects of the case.

Mr. Macin then asked the speakers to further elaborate on their views on expert reports. The speakers suggested several strategies that could help an expert's report have a greater weight on the tribunal's decision. The speakers proposed that: (i) the expert is indeed a professional in the relevant subject-matter; (ii) the expert supports their opinion with external sources; (iii) the opinion anticipates the arbitral tribunal's potential questions, and; (iv) the opinion is as impartial as possible.

The speakers then discussed opening statements during arbitration hearings.

The speakers gave the following advice to the audience: (i) advocates should not take for granted that the tribunal knows all the details of the case; (ii) counsel should be precise and focus on their most important arguments, and; (iii) counsel should be careful about when to be "confrontational".

The session ended with a Q&A session.



REGIONAL UPDATES

Key Case Summary

A tribunal's jurisdiction is not necessarily restricted by the terms of the notice of arbitration

– Royal And Sun Alliance Insurance & Ors. v Tughans [2022] EWHC 2589 (Comm)

Overview

A recent Commercial Court judgment found that an arbitral tribunal's jurisdiction was not strictly confined by the notice of arbitration. The court found that the tribunal in this case was not restricted by a proviso (in the notice of arbitration) which expressly disclaimed relief for a specific claim.

This judgment suggests that a party seeking to admit a new claim (which was not advanced in its notice of arbitration) will not automatically be shut out of its first reference, be forced to file a second notice of, and hope that it is able to consolidate the two proceedings (or end up with entirely separate arbitrations, no matter how linked its claims might be).

This is an example of the English courts' restraint when exercising its supervisory capacity over arbitration. While this judgment is most relevant to those considering and/or acting in arbitrations with a seat in England, Wales, or Northern Ireland, the court's findings may prove to be persuasive elsewhere.

Discussion

This case involved a challenge to an arbitral award pursuant to Sections 67, 68 and 69 of the Arbitration Act 1996. The award related to an insurer's obligation to indemnify a solicitors' firm in respect of its liability to another law firm, which in turn related to the payment of a success fee. However, this case note focuses on the challenge brought under Section 67 of the 1996 Act on the basis that the tribunal did not have "*substantive jurisdiction*" to determine a specific claim.

The relevant facts are summarised as follows: the claimant in the arbitration (the solicitors) issued a notice of arbitration (NOA) with a proviso disclaiming

any application for relief in respect of a specific claim (its liability to repay a success fee). After the merits hearing had been conducted between the parties on that basis, and the tribunal had issued a partial final award, the claimant then pursued relief for the success fee claim (which, as above, it had previously excluded in its proviso in the NOA). The tribunal made a finding on that claim in its final award.

On the respondent's case (the insurer), the tribunal did not have "*substantive jurisdiction*" to determine the success fee claim for two reasons. First, the claimant had disavowed that claim via the proviso in the NOA. Secondly, the claimant had failed to advance the success fee claim in its submissions prior to the tribunal issuing its partial final award. By making a finding on the success fee claim, the tribunal had exceeded its "*substantive jurisdiction*" by acting outside of its reference.

To successfully challenge an arbitral award under Section 67 of the 1996 Act, the challenging party must prove that at least one of the three limbs which constitutes a tribunal's "*substantive jurisdiction*" is absent. Those three limbs are as follows: first, there must be a valid arbitration agreement. Secondly, the tribunal must be properly constituted. Thirdly, the matters before the tribunal must have been submitted to arbitration in accordance with the arbitration agreement. Only with all three limbs satisfied does the tribunal have "*substantive jurisdiction*".

The respondent relied on the third limb, that: the matters before the Tribunal must have been submitted to arbitration in accordance with the arbitration agreement. However, as the court noted, the real question for determination was not whether the claim fell within the scope of the arbitration agreement (it was common ground that it did), but, rather, whether that matter formed part of the submission to the tribunal at all.

The court considered the consequences which would follow where a party was prevented from adding a new claim (which fell within the arbitration

agreement) on the basis that it did not fall within the scope of the dispute as originally referred to the tribunal. This could result in the late claim (regardless of how closely related it was to the original factual or legal issues before the existing tribunal) being determined in a separate hearing or by an entirely different tribunal. The court considered such an outcome as "*inimical to the fair and efficient disposal of disputes and the principle of limited curial intervention*" and a warning against taking an "*overtly strict interpretation of what the scope of an arbitral reference is*".

The court found that the proviso to the NOA had not curtailed the tribunal's jurisdiction for the purposes of Section 67. Thus the tribunal was not precluded – as a matter of its own "*substantive jurisdiction*" – from making findings in respect of the claimant's success fee claim. This purposive approach is consistent with the view in previous decisions that in considering what had been referred to arbitration, a "*broad and flexible*" approach should be taken, focusing on "the essential claim".

It was also relevant in this case that (i) the claim referenced in the proviso was one which extensively overlapped with the existing matters in dispute (i.e. arising from the same factual background and relating to the same cause of action); and that (ii) the arbitrator appointment was based on arbitral rules (the arbitral rules of the Insurance and Reinsurance Arbitration Society, or ARIAS) which envisaged that NOAs would only describe disputes referred to in arbitration in "outline" and that arbitrators could permit the amendment of statements of case.

Thus, the only effect of the claimant's express exclusion of the success feelaim in its NOA, which it later brought before the tribunal, was that the claimant needed either the respondent's or the tribunal's permission to bring its claim. For the latter, the tribunal must have regard to "*considerations of justice and fairness to the opposite party*" in weighing up its power to admit such a claim.

REGIONAL UPDATES

In this case, while the court found that the tribunal had "substantive jurisdiction" to admit and determine the success fee claim (meaning the respondent's Section 67 challenge failed), the respondent nevertheless succeeded in challenging the award on the basis of a "*serious irregularity*" pursuant to Section 68 of the 1996 Act. Among other reasons, the tribunal did not have due regard to considerations of justice and fairness to the respondent. The tribunal's decision to admit the success fee claim at such a late stage prevented the respondent from having a reasonable opportunity to answer the claim. Therefore, it was unfair to allow it.

By Authors: Marie Devereux, Senior Associate, and Luke Decker, Trainee Solicitor, (Vinson & Elkins; mdevereux@velaw.com; ldecker@velaw.com; London/UK)

Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link	Deadline
American Arbitration Association	Director of ADR Services	Washington, DC	https://www.linkedin.com/feed/update/urn:li:activity:7016124167024427008	Not Stated
	Manager of ADR Services	Johnston, RI		
		New York, NY	https://www.linkedin.com/feed/update/urn:li:activity:7016123732767219712	
		Dallas, Tx	https://www.linkedin.com/feed/update/urn:li:activity:7016123427564494848	
			https://www.linkedin.com/feed/update/	
Arbridge Chambers	Associate	New Delhi	https://www.linkedin.com/feed/update/urn:li:activity:7015605114958716930	Not Stated
Bird & Bird	Associate	London	https://www.linkedin.com/feed/update/urn:li:activity:7019040350941970432	Not Stated
Cuatrecasas	Junior Litigation and Arbitration Associate	Girona	https://www.linkedin.com/feed/update/urn:li:activity:7016127778961907712	Not Stated
	Litigation and Arbitration Associate	Palma	https://www.linkedin.com/feed/update/urn:li:activity:7016127098905853952	
	Litigation and Arbitration Associate	Barcelona	https://www.linkedin.com/feed/update/urn:li:activity:7016126497438474242	

Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link	Deadline
Curtis, Mallet-Prevost, Colt & Mosle LLP	Intern	Paris	https://www.linkedin.com/feed/update/urn:li:activity:7018276920748298240	Not Stated
Derains & Gharavi	Junior Associate / Mid-Level Associate	Paris	https://www.linkedin.com/feed/update/urn:li:activity:7018588731397836800	Not Stated
FTI Consulting	Intern – Disputes & Arbitration	Bogota	https://www.linkedin.com/feed/update/urn:li:activity:7017235539527368704	Not Stated
Hogan Lovells	Intern / Stagiaire	Paris	https://www.linkedin.com/feed/update/urn:li:activity:7017232727108132864	Not Stated
ICCA	Deputy Executive Director	The Hague	https://www.linkedin.com/feed/update/urn:li:activity:7017234820845957120	Not Stated
Lagos International Arbitration Centre	Operations Manager	Lagos	https://www.linkedin.com/feed/update/urn:li:activity:7016118905265913858	Not Stated
Linklaters	Legal Trainees / Research Assistants	Frankfurt / Munich	https://www.linkedin.com/feed/update/urn:li:activity:7017236933802098688	Not Stated
PRP Law LLC	Legal Associate	Singapore	https://www.linkedin.com/feed/update/urn:li:activity:7017236120002285568	Not Stated
SCC Arbitration Institute	Deputy Secretary General	Stockholm	https://www.linkedin.com/feed/update/urn:li:activity:7019260309735403520	Not Stated

Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link	Deadline
SIAC	Case Management Officer Deputy Counsel	Singapore Singapore	https://www.linkedin.com/feed/update/urn:li:activity:7016113170763104256 https://www.linkedin.com/feed/update/urn:li:activity:7016112791933	Not Stated
Skywards Law	Associates, Senior Associates, Interns	New Delhi	https://www.linkedin.com/feed/update/urn:li:activity:7018203440442966016	Not Stated
Sport Resolutions	Case Manager, Safeguarding	London	https://www.linkedin.com/feed/update/urn:li:activity:7019024276192198656	Not Stated

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)