Young ITA Newsletter

Vol. 4, Issue 2 – Spring 2023

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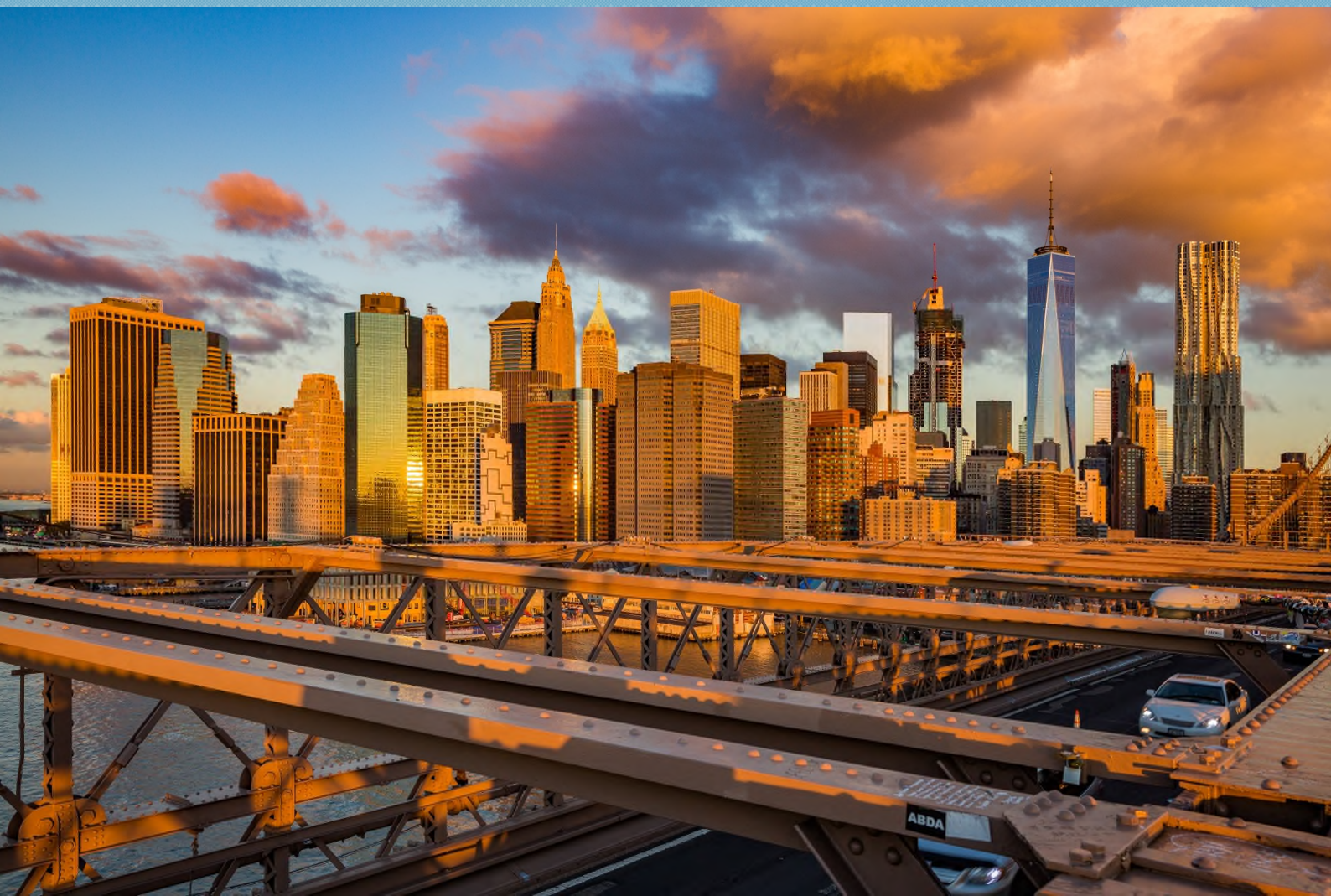
Featured in this Issue



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Contributing Editors

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

60 Second Interview with Lídia Rezende, Young ITA North America Chair

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

I love learning about new businesses, projects and products. I enjoy that each case allows you the opportunity to be fully immersed in a company's business and sometimes even learning that business from scratch. I also enjoy getting a glimpse into other people's day-to-day life and expertise.

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

I would love to have the opportunity to go to Asia. Tokyo, Bali, and the Philippines are on my list.

What top tips would you give to aspiring lawyers?

Have a career plan but do not obsess over it. There is only so much you can control - including your own interests and goals over time. Flexibility and adaptability are key for a long and healthy career. You never know where the next opportunity will arise or who will help you down the line. Nurture your network and take advantage of opportunities such as Young ITA's programs and initiatives around the globe!

What are the top three things people should do in New York?

Currently, my top three recommendations are: (1) Have brunch outside and people watch in Williamsburg or the Lower East Side - especially on the rare days when it's warm but not too hot! (2) See the cherry blossoms at Brooklyn Botanic Garden. Their "Kanzan" Cherry trees are really a sight to see. The bright pink blossoms were bred to have up to 28 petals each! (3) Take the ferry to Governors Island and rent a bike to get great views of Lower Manhattan and photo ops with the Statue of Liberty.

Why did you become a lawyer?

I chose a career in law to combine my math skills with the desire to strengthen my writing and oral skills. Arbitration provides me with the opportunity to interact in depth with both technical and mathematical issues. I find it to be the best of both worlds.

What is your favourite thing to cook ?

On my days off work, I am still on mom duty. Oliver's current favorite things to do are go on bike rides, eat ice cream, and take the train to the Jane's Carousel in Brooklyn Bridge Park.

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United Kingdom Update:

Separability in Arbitration: UK Court of Appeal Clarifies When Arbitration Clauses Sink or Swim with the Main Contract

The doctrine of separability, as set out in section 7 of the UK Arbitration Act 1996 (AA 1996), provides that an arbitration clause within a contract is not invalidated merely because of the invalidity of the main contract. In DHL Project and Chartering Ltd v Gemini Ocean Shipping Co Ltd [2022] EWCA Civ 1555, the Court of Appeal considered the application of this doctrine to a charterparty recap expressly containing a subject which had not been lifted, and held that there was no binding arbitration agreement as the main contract had not come into existence.

At the heart of the dispute between the shipowners (Gemini) and charterers (DHL) was a fixture recap stated to be "*subject shipper/receivers approval*". A fixture recap is a document summarizing the main agreed terms before the formal charter is drawn up and signed. Gemini commenced arbitration under the recap's arbitration clause after DHL did not proceed with the fixture, and obtained an award for damages for repudiatory breach. DHL successfully challenged the arbitrator's jurisdiction under section 67 of the AA 1996 in the Commercial Court, on the basis that there was no binding contract in place and therefore no binding arbitration agreement. Gemini appealed the decision to the Court of Appeal.

Males LJ (with whom the other justices agreed) upheld the Commercial Court's decision. He drew an analogy with the familiar 'subject to contract' expression, finding that the subject was a pre-condition that negatived contractual intent.

To determine the validity of an arbitration clause, it is key to distinguish between cases where the contract has not been formed at all and those where the contract is apparently void or voidable.

- Where the contract has not been concluded, ordinary principles of contract formation apply to deter-

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mine whether the arbitration clause has been agreed, although it is unlikely to have been, and so separability will not apply.

- Where the parties did conclude the contract, but there is an issue of validity. This may not always infect the arbitration clause and therefore a tribunal's jurisdiction. For example, the House of Lords held that the arbitration agreement at issue in Fiona Trust & Holding Corporation v Privalov [2007] UKHL 40 (Fiona Trust) would survive the rescission of the charterparty for bribery and fraud. This outcome is consistent with the wording of section 7, which applies where the main contract is "*invalid, non-existent or ineffective*".

Gemini further argued that the bifurcation of cases into formation and validity would contradict the 'one-stop shop' presumption in Fiona Trust, which is that parties as rational businessmen are likely to have intended any disputes arising between them to be decided by the same tribunal. Males LJ disagreed, noting that the presumption involved the interpretation of dispute resolution clauses, which has no relevance to the logically prior question of whether the parties had contracted to arbitrate. There is no principled justification for applying special presumptions to the issue of contract formation only in arbitration agreements.

This is now a leading case on separability under English law. It helpfully illustrates that:

- Parties negotiating terms for an agreement that are 'subject to contract' may not be bound by an arbitration clause unless both parties specifically agree to be bound by it prior to entering the main contract.
- The separability principle means that the question of contract formation must be asked twice, once in relation to the main contract and again in relation to the arbitration agreement. While in most cases the same answer will be given to both questions, it is possible for parties to conclude a binding agreement to arbitrate even if they have not (or not yet) agreed on the

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main contract. But in both cases the issue is one of contract formation, in particular whether, applying usual principles, the parties have evinced an intention to be bound.

- When a contract has been formed, separability may operate to save the arbitration clause, even if the main contract is void or voidable.

By Oscar Choo (Trainee Solicitor, Allen & Overy LLP; jOscar.Choo@AllenOvery.com, London/ United Kingdom)

Europe Update:

Greece: An Upcoming Arbitral Seat (Interpretation of the New Law 5016/2023 on International Commercial Arbitration in Greece)

On 4 February 2023, Law 5016/2023 (Law) entitled "International Commercial Arbitration" was published in the Greek Government Gazette (GGI A' 21/2023) and redefines the legal framework regarding international commercial arbitration.

The specificity of Greece's legal system lies in the fact that it applies a dual system of legal rules for arbitration, distinguishing between international arbitration and domestic arbitration in which the Greek Civil Code applies. The previous provisions on international commercial arbitration (Law 2735/1999) did not correspond to the modern legal developments and consequently, the introduction of a new law was necessary.

The Law adopts the Model Law of the United Nations Commission on International Trade Law (UNCITRAL) as well as its amendments, filling an important gap, namely the modernization of the Greek legislation on international commercial arbitration. More specifically, Article 2 of the Law explicitly refers to the incorporation of UNCITRAL 2006 to the theory and practice of international arbitration in the Greek territory.

The new legal framework introduces for the first-time certain innovations which are expected to play an important role in the way in which the parties will choose from now on to resolve their disputes. As in most countries, the main benefits of arbitration are speed and flexibility in establishing the procedure to be followed. Indicatively, the

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Law establishes the principle that all disputes are arbitrable unless prohibited by law. This means that all disputes can be resolved by an arbitral tribunal, unless the law excludes a particular dispute or category of disputes from being subject to arbitration (Article 4 of the Law). Moreover, the Law contains the requirements of multi-party arbitration and resolves the issue of the appointment of arbitrators by the courts on a multi-party arbitral tribunal. This provision applies to any case of failure to appoint a single-member or multi-member arbitral tribunal within 90 days of the resource of arbitration. Another innovation brought by the Law is that the arbitral tribunal has the power to order any interim measures it considers necessary regarding the dispute at hand, or, to issue a provisional order (Article 25 of the Law).

At the same time, the Law also contains the conditions for the establishment of institutional arbitration institutions, which will take the form of a *Société Anonyme* and will be controlled by the Greek Ministry of Justice for transparency purposes. In addition, the Law clarifies the ability of foreign arbitration institutions to operate also in Greece (Article 46 of the Law).

These provisions under the Law are expected to attract foreign investments while at the same time to provide a stable legal framework for the resolution of disputes, with which foreign investors and businesses are already familiar.

By Kassiani Skamagka (Junior Associate, Politis & Partners Law Firm; kskamagka@politispartners.gr; Athens/ Greece)

Middle East Update:

Abu Dhabi: ICC Arbitration Seated in Abu Dhabi Held to Be Subject to the Supervisory Jurisdiction of the Courts of the Abu Dhabi Global Market

The Abu Dhabi Court of Cassation has ruled that an arbitration seated in Abu Dhabi and conducted under the International Chamber of Commerce (ICC) arbitration rules (ICC Rules) was seated in the Abu Dhabi Global Market (ADGM), based on the presence of an ICC representative office in the ADGM.

Abu Dhabi's financial free zone, the ADGM, was established in 2013 as an

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international financial center and a common law jurisdiction with its own (English speaking) courts and legal system, including its own arbitration law.

The case (Court of Cassation Case 1045/2022) concerned a dispute under a construction contract, which provided for disputes to be resolved by arbitration, seated in Abu Dhabi, under the ICC Rules.

The appellant commenced proceedings in the "onshore" Abu Dhabi Courts, seeking annulment of an arbitral award issued in relation to the contract. The Court of Appeal ruled that it did not have territorial jurisdiction to consider the annulment application, holding that the ICC representative office located within the ADGM, "*is considered a representative office of the ICC and is the place of arbitration governed by the aforesaid ADGM Law*".**1** The appellant appealed to the Court of Cassation. The appellant argued that the arbitration clause provided for Abu Dhabi to be the seat of arbitration without specifying any particular geographical location in Abu Dhabi. Therefore, the onshore Abu Dhabi Courts, and not the ADGM Courts, should have jurisdiction to hear the case.

The Court of Cassation rejected the appeal. Its reasoning was as follows:

- First, under the UAE Federal Arbitration Law, competence to hear cases relating to an arbitration resides with the federal or local court of appeal agreed by the parties, or within whose jurisdiction the arbitration is held.
- Under Abu Dhabi law, "ADGM Establishments" include any company, branch, representative office, institutional entity, or project registered or licensed to operate or conduct any activity within the ADGM.
- The ADGM Courts are considered courts of the Emirate of Abu Dhabi.
- The ICC representative office in the ADGM was opened during the course of the arbitration proceedings.
- Therefore, the ICC office in the ADGM was considered to be the place of arbitration, and so the

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- Courts with supervisory jurisdiction over the arbitration.

In essence, therefore, the Court of Cassation reasoned that, because the parties chose the ICC Rules to govern the arbitration, and that because the ICC maintains a representative office in the ADGM, the ADGM was the seat of arbitration, giving the ADGM Courts jurisdiction over any claims or applications arising out of the arbitration.

The outcome of the case may be considered surprising. The Court appeared to elide the arbitration rules and seat. The judgment also states that the ICC office in the ADGM opened during the arbitration, which would imply that, at the outset, the arbitration was seated in onshore Abu Dhabi, and that its seat 'moved' to the ADGM with the opening of the ICC office there.

It remains to be seen whether the Court's decision will be followed in future cases. For the time being, though, there appears to be a risk that an arbitration seated in Abu Dhabi and conducted under the ICC Rules may be deemed to be seated in the ADGM, whether or not this was the intention of the parties.

The decision also shines a spotlight on the inherent ambiguity of an arbitration clause providing that "the seat of the arbitration shall be the Emirate of Abu Dhabi", or similar, notwithstanding that the Emirate of Abu Dhabi contains two separate supervisory regimes for arbitration: the onshore Courts applying the UAE Federal Arbitration Law, and the ADGM Courts applying the ADGM Arbitration Regulations. Parties should take care to be specific in specifying the seat of arbitration in their arbitration agreement and consider, when seating an arbitration in the United Arab Emirates, also specifying the courts that have supervisory jurisdiction over the arbitration.

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

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Dubai: Dubai Courts Refuse Enforcement of an Arbitral Award Against a Foreign Party

A recent judgment of the Dubai Court of Cassation refused to enforce a foreign arbitral award against a party (the award debtor) with assets in the United Arab Emirates (UAE), on the basis that the award debtor itself was not domiciled in the UAE. This creates significant potential hurdles to enforcement against assets in the UAE, where the court adopted a divergent interpretation of the Convention on the Recognition of Foreign Arbitral Awards of 1958 (New York Convention).

The case concerned an award issued under the rules of the London Court of International Arbitration (LCIA), which the award creditor sought to enforce in the onshore Dubai courts. The award debtor was a foreign entity with no domicile in the UAE - however, it did own shares in two companies registered and domiciled in the UAE. The award related to a dispute arising out of the sale and purchase of shares in those companies.

The Dubai courts refused to enforce the award on the ground that they do not have jurisdiction to enforce an arbitral award against a party not domiciled in Dubai. The award creditor appealed the judgment, ultimately bringing a challenge before Dubai's highest appeal court, the Court of Cassation. The award creditor relied on Article III of the New York Convention, which requires contracting states to recognize and enforce foreign arbitral awards in accordance with their procedural rules and not to make the enforcement of a foreign award substantially more difficult than the enforcement of a domestic one.

The Court of Cassation upheld the lower courts' judgment and rejected the application to enforce the award.

The Court referred to the New York Convention in its judgment. The Court's reasoning emphasized that, while Article III provides that an award should be enforced "*in accordance with the rules of procedures applicable in the territory of enforcement with the adoption of the easiest procedures, and the exclusion of the more onerous procedures,*" all of the relevant procedural

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rules of the court where enforcement is sought still apply. In particular, the Court stated that it is established that matters of jurisdiction are considered matters of public policy and cannot be overlooked. The Court held that under the applicable procedural rules it did not have jurisdiction, since (i) the award debtor was not domiciled in Dubai, and (ii) the Dubai-domiciled companies in which the award debtor held shares were not parties to the arbitration.

The judgment may substantially complicate enforcement of foreign arbitral awards in the UAE in the future. Successful claimants who have obtained an arbitral award against a respondent with assets in the UAE may be unable to enforce against those assets, if the respondent itself is not domiciled in the UAE and if no order is made in relation to those assets.

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

North America Update:

United States Court of Appeals to Decide Whether a Federal Court May Vacate an International Award Based on Grounds Not Found in the New York Convention

On 14 February 2023, the United States Court of Appeals for the Eleventh Circuit held an en banc[3] rehearing in the case of Corporación AIC, S.A. v. Hidroeléctrica Santa Rita, S.A, No. 1:19-cv-20294-RNS.[3] The question for the en banc court was whether a federal court may vacate an international arbitration award issued in the U.S. solely based on the grounds for refusing enforcement under the New York Convention (NYC).[4]

The en banc hearing follows a decision from 27 May 2022, in which a three-judge panel from the Eleventh Circuit reluctantly refused to evaluate whether the international award issued in Corporación should be vacated on an "exceeding powers" ground because such ground is only found in Chapter 1 of the U.S. Federal Arbitration Act (FAA), but not in Chapter 2, which codifies the NYC.[5] The three-judge panel

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to follow two earlier Eleventh Circuit precedents,[6] which had established that Chapter 1 of the FAA only applies to purely domestic arbitration awards. The three-judge panel considered that those precedents should be overturned *en banc*.

While abiding by earlier circuit precedent, the panel majority in Corporación noted its view that those precedents conflicted with the U.S. Supreme Court's opinion in BG Group, PLC v. Republic of Argentina, 572 U.S. 25, 37 (2014). Focusing on the primary and secondary jurisdiction distinction in the Supreme Court's opinion, the Eleventh Circuit's panel majority explained that under Article V(1)(e) of the NYC, "*a country has primary jurisdiction when it is either the location of the arbitration or its laws were used to conduct the arbitration,*" and, in contrast, "*a country has secondary jurisdiction when it is simply asked to recognize and enforce a foreign award it had nothing to do with otherwise*". Thus, in their view, an international award may still be vacated based on the grounds contained in Chapter 1 of the FAA when the arbitration is seated in the U.S. or applies U.S. law. As the panel majority noted, such decision would be consistent with the position of the majority of other federal circuits, including the Second Circuit, the Third Circuit, the Fifth Circuit, the Sixth Circuit, and the District of Columbia Circuit.

Arbitration users should pay careful attention to the outcome of this *en banc* re-hearing because it may represent a potential change to the enforcement standards in the Eleventh Circuit.

By Edgar Eduardo Mendez Zamora (Foreign Associate, Chaffetz Lindsey LLP; e.mendez@chaffetzlindsey.com; New York, NY/USA)

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South America Updates:

Argentina:

In a decision dated 9 March 2022, the National Court of Appeals in Commercial matters (CAC) rejected an annulment request embracing –yet again– a restrictive view on the grounds for annulment provided by the Argentine Civil and Commercial Code (CCC) and the Argentine Civil and Commercial Procedural Code (CPCC). In Pérez Iturraspe, Teresa Manuela and other v. Aufiero

Jorge Félix, the defendant brought an action before the CAC to annul an award on the basis that the tribunal had failed to apply the law chosen by the parties to the dispute.

The award had found that the defendant, who was bound by a shareholder's agreement (the SA), had breached the SA by entering into voting agreements with certain shareholders that were not party to the SA, in breach of a clause expressly prohibiting such conduct. The defendant had alleged as a defense that the claimants had breached the SA themselves, and therefore they were impeded from claiming a breach of the SA. According to the defendant, the claimants had taken unilateral decisions in violation of clause 11 of the SA, which obliged shareholders to take consensual decisions. However, the tribunal considered that a breach by the claimants did not entitle the defendant to breach the SA as well, and therefore ordered the defendant to pay a fine as established by the SA.

The defendant requested the annulment of the award on the basis that the tribunal, by dismissing his defense based on the claimants' breach of the SA, had not applied the law chosen by the parties (including the SA). In resolving the annulment request, the CAC made clear that its review was only limited to the objective verification of the annulment grounds envisioned by the law, not the merits of the claim. As to the annulment ground brought by the defendant, the CAC held that a mere error in the application of the law by the arbitral tribunal did not warrant an annulment request. Nonetheless, the CAC found that, in any event, the arbitral tribunal had indeed applied both Argentine law (applicable to the dispute) and the SA, but just decided to interpret the SA in a manner different

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than the defendant. However, the CAC held, that was not a valid ground to seek the annulment of an arbitral award, as such an interpretation would render arbitration "*insignificant in practice*", as any given party would be able to access a '*de novo'* review just by alleging that a ground for annulment has been met (National Court of Appeals in Commercial matters, Division B, Case No. 10795/2020, Pérez Iturraspe, Teresa Manuela and other v. Aufiero Jorge Félix).

By Juan Ignacio Gonzalez Mayer (Senior Associate, Dechamps International Law; jgmayer@dechampslaw.com; Buenos Aires/Argentina) and Manuela Díaz (Associate, Marval O'Farrell Mairal; madz@marval.com; Buenos Aires/ Argentina)

Bolivia: The Constitutional Court Reaffirmed the Limited and Specific Character of the Functions Exercised by the Annulment Judge7

A Bolivian citizen filed an annulment request before a local judge alleging that an arbitral award was contrary to public order on multiple bases including a defective assessment of evidence, the raise of equity criteria in the decision, and the inability of arbitrators to properly examine financial statements.

The annulment judge did not find the concurrence of procedural failures in the award and rejected the claim. Following this, the claimant filed an "amparo" action against the judge's decision for being contrary to due process alleging it did not provide arguments over the value of evidence and did not provide valid reasons to justify the imposition of an exorbitant penalty contemplated in the award.

The Constitutional Court rejected the claim over two main arguments: First, the annulment judge is impeded to reassess evidence submitted in the procedure, but is exclusively empowered to analyze whether arbitrators acted in

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accordance with due process in this assessment. Second, the annulment judge is impeded to review the merits of the award, and the judge's scope of action is restricted to the analysis of formal matters concerning public order and due process.

By Nicolás Wayar (SBA-40; Foreign Legal Consultant, Quinn Emanuel Urquhart & Sullivan LLP; nicolaswayarocampo@quinnemanuel.com;Washington D.C./USA), Najwa Nemtala Gutiérrez (SBA-40; Associate; Wayar & von Borries Abogados S.C.; najwanemtala@wayarabogados.bo; La Paz/Bolivia) and Galia Zenteno (SBA-40; Junior Associate; Wayar & von Borries Abogados S.C.; galiazenteno@wayarabogados.bo; La Paz/Bolivia)

Brazil: Brazilian Electricity Regulator Approves New Arbitration Agreement

On 14 February 2023, Brazil's National Electrical Energy Agency (ANEEL)—the country's main electricity regulator—ratified a new arbitration agreement that will apply to certain disputes arising out of contracts executed under the auspices of the Brazilian Electrical Energy Commercialization Chamber (CCEE).

The new arbitration agreement (which substitutes its 2007 predecessor) was approved internally by CCEE last year and submitted to ANEEL's approval immediately thereafter. Now, with ANEEL's ratification, the agreement becomes mandatory for CCEE's agents (i.e., the individuals and companies that engage in the purchase and sale of electricity in Brazil) and for CCEE itself (as intermediary).

Among the main changes brought by this new arbitration agreement, the following can be highlighted: (1) a more detailed definition of which types of disputes shall be resolved by arbitration and which shall be submitted to Brazilian courts; (2) parties will have the ability to select their preferred arbitral institution from a list of pre-approved entities (the previous agreement elected a specific arbitral institution for the administration of all cases); (3) a more detailed description of situations that will characterize conflicts of interest; (4) pre-approved arbitral institutions

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will have the obligation to divulge redacted summaries of arbitral awards; and (5) arbitrators will have additional powers to demand financial guarantees in cases where the arbitral award may impact the rights of other CCEE agents.

This new arbitration agreement represents a positive development for dispute resolution in the Brazilian electricity sector. It reflects CCEE's experience and learning curve over the past several years, adapts the CCEE dispute resolution system to the current reality of the Brazilian electricity market, incorporates consolidated market practices, and brings more clarity and legal certainty to areas where the previous agreement was vague or ambiguous.

By Guilherme Piccardi de Andrade Silva (Young ITA Brazil Vice Chair; Senior Associate, Pinheiro Neto Advogados; gpiccardi@pn.com.br; São Paulo/Brazil)

Brazilian Political Party Asks Brazilian Supreme Federal Court to Clarify and Define Arbitrators' Duty of Disclosure Under Brazilian Law

On 22 March 2023, *União Brasil*, a Brazilian political party, filed legal action before the Brazilian Supreme Federal Court (STF), asking it to define the scope of arbitrators' disclosure duties under Brazilian law.[8]

Claiming that several Brazilian courts—including the Brazilian Superior Court of Justice (Brazil's highest court for non-constitutional matters)—have rendered unconstitutional and contradictory decisions on the subject, the political party asked the STF to "*intervene*" and declare what criteria and constitutional standards apply to arbitrators' duty of disclosure in Brazil.

União Brasil has also requested the STF to suspend, while the action is pending, (a) all ongoing judicial proceedings where arbitrators' disclosure duties are a cause of action (including proceedings for the annulment of arbitral awards); (b) the effects of all arbitral awards that are currently the subject of annulment actions based on alleged failures, by arbitrators, to fulfill their disclosure duties; and (c) the effects of all decisions rendered by Brazilian courts in connection with the subject.

União Brasil's legal action comes at a time when arbitrators' disclosure duties are the focus of debate and intense

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scrutiny in Brazil. In September 2021, a bill was introduced at the Brazilian House of Representatives,9 proposing several changes to the Brazilian Arbitration Act (Federal Act No. 9,307/1996), including with respect to arbitrators' duty of disclosure.

By Guilherme Piccardi de Andrade Silva (Young ITA Brazil Vice Chair; Senior Associate, Pinheiro Neto Advogados; gpiccardi@pn.com.br; São Paulo/Brazil)

Asia-Pacific Updates:

India: High Court of Calcutta Factors Orders Passed by Emergency Arbitrator in a Foreign-Seated Arbitration while Granting Interim Reliefs

On 23 December 2022, the High Court of Calcutta (CHC), in Uphealth Holdings Inc v Glocal Healthcare Systems Pvt Ltd. and Ors., granted an application for interim relief under Section 9 of the Indian Arbitration and Conciliation Act (Act) in relation to disputes arising out of a share purchase agreement (SPA). As on date, emergency arbitration (EA) orders in India-seated arbitrations are directly enforceable under Section 17(2) of the Act, pursuant to the decision of the Supreme Court of India in Amazon.Com NV Investment Holdings LLC v Future Retail Limited (reported previously in the August 2021 edition of the Newsletter). Accordingly, the CHC's decision has offered some reprieve to parties seeking to enforce EA orders in foreign-seated arbitrations in India.

Facts

Uphealth Holdings (Petitioner), the single largest majority shareholder in Glocal Healthcare, commenced a Chicago-seated ICC arbitration against Glocal Healthcare, and its directors/shareholders (collectively, Respondents) for breach of diverse obligations under the SPA, pursuant to the arbitration agreement contained therein. The Petitioner also commenced an emergency arbitration under the ICC Rules. The emergency arbitrator passed two orders, granting certain reliefs to the Petitioner. Following this, the Petitioner filed its application under Section 9 of the Act, seeking two of the various reliefs granted in its favor by the emergency arbitrator, namely (i) a direction to the Respondents to immediately provide the Petitioner access to inter alia all financial statements necessary to be

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consolidated into the Petitioner's quarterly results; and (ii) a restriction on the Respondents from changing the authorized signatory to access the Respondent's bank accounts.

Issue

Whether the EA orders can be enforced under the Act?

Judgment

The CHC observed that the Act does not provide for the enforcement of EA orders in foreign-seated arbitrations and that there was no *pari materia* provision to Section 17(2) in Part II of the Act (which deals with foreign-seated arbitration awards). Having said this, the CHC stated that "*it cannot be ignored*" that both parties participated in the EA proceedings and agreed to be bound by any ensuing order. Further, the EA orders had attained finality as they had not been set aside or interfered with. The CHC was also satisfied that the final EA order was "*elaborate, detailed and reasoned*" and was not riddled with any illegality, perversity or contravention of any law. On the basis of these findings, the CHC held that the EA orders are an "*additional factor which can be taken into account at this stage of the proceeding*", which approach is in conformity with the cardinal principle of party autonomy.

After holding so, the CHC applied the standard three-tier test governing interim relief to the Petitioner's application and was satisfied that (i) it has a *prima facie* case on merits; (ii) the balance of convenience is in its favor; and (iii) it will suffer irreparable prejudice if the reliefs are not granted whereas the Respondents will not suffer any prejudice. The CHC also observed that both reliefs sought by the Petitioner are in aid of preserving the subject matter of the arbitration as well as the rights of the parties under the SPA.

Analysis

The CHC's decision assumes significance in the discourse surrounding the status of EA orders in India, more so in the enforcement of EA orders in foreign-seated arbitrations in India. While the CHC did conduct its independent limited factual determination, its engagement (albeit brief) with the EA orders and its positive affirmation of the same

as an aid to its determination of the interim relief application is encouraging. In particular, its observation that the final EA order was "*elaborate, detailed and reasoned*" and that it did not suffer from any perversity or illegality is telling, and makes one wonder if this decision is an important step in the direction of making foreign-seated EA orders directly enforceable under the Act.

By Juhi Gupta (Principal Associate, Shardul Amarchand Mangaldas & Co; Juhi.Gupta@amsshardul.com; New Delhi/India) and Athman Khilji (LLB Student, Jindal Global Law School; athmankhilji@gmail.com; Haryana/India)

Singapore: Which Law Determines the Question of Arbitrability: The Law of the Seat or of the Arbitration Agreement? A "Composite" Approach by the Singapore Court of Appeal

Arbitrability concerns whether the subject matter of a dispute is "arbitrable" – is it capable of being submitted to arbitration? **10** In Anupam v Westbridge Ventures II Investment Holdings (Anupam),**11** the Singapore Court of Appeal (SGCA) has provided tribunals with guidance on determining which system of law governs arbitrability at the pre-award stage, when different laws may apply to the arbitration agreement, main agreement and seat. The SGCA adopted a "composite" approach. At the outset, the law of the arbitration agreement should be the law applicable to the question of arbitrability. However, as an additional obstacle, where a dispute is arbitrable under the law of the arbitration agreement but the law of the seat deems that the dispute is non-arbitrable, the arbitration cannot proceed.**12** This is a new framework, different from other jurisdictions.

The rationale for this approach is twofold. First, arbitral tribunals derive their jurisdiction to hear disputes from the arbitration agreement, which is based on the parties' consent to resolve such disputes as specified by them. Therefore, when determining arbitrability, one should ascertain the subject matter from what the parties have agreed as being capable of being arbitrated. From this perspective, it is clear that the arbitration agreement, together with the law governing the arbitration agreement, must be examined.**13**

Second, States have an interest to regulate which types of disputes should

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only be heard by their national courts. This is reflected in Section 11 of the Singapore International Arbitration Act 1994, which empowers the Singapore court to render a dispute non-arbitrable based on public policy concerns.**14** Therefore, even when a dispute is arbitrable under the law of the arbitration agreement, the law of the seat acts as an additional obstacle. An arbitration contrary to the public policy of the seat should be prohibited.**15**

The SGCA applied this "composite" approach to the facts of the case: a shareholder dispute. The appellant had brought a minority oppression claim before the National Company Law Tribunal (NCLT) in Mumbai, India. In response, the respondent applied to the Singapore courts for an anti-suit injunction restraining the appellant from pursuing the NCLT proceedings, on the basis that bringing the NCLT proceedings was a breach of an arbitration agreement contained within a shareholders' agreement (SHA) between the parties. The SHA was governed by Indian law, with no express choice of law for the arbitration agreement, and the seat was Singapore.

At first instance, the Singapore High Court judge decided in favor of the respondent and granted the injunction. Singapore law, as the law of the seat, was held to govern the issue of arbitrability, and the shareholder dispute was arbitrable under Singapore law. The claims made in the NCLT proceedings fell within the scope of the arbitration agreement, and the commencement of the proceedings was therefore a breach of the arbitration agreement.**16**

Appealing the decision, the appellant argued that Indian law governed the arbitration agreement and should be applied to the question of arbitrability. Under Indian law, minority oppression claims are non-arbitrable, and thus the NCLT proceedings should continue.**17**

The SGCA disagreed, finding that Singapore law governed the arbitration agreement and thus the issue of arbitrability, but for different reasons to the Singapore High Court. The SGCA applied the three-stage framework from the Singapore High Court's decision in BCY v BCZ [2017] 3 SLR 357 (9 November 2016) to determine the law of the arbitration agreement. This mirrors the three-stage test adopted in the English

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case of Sulamérica v Enesa [2013] 1 WLR 102 (16 May 2012).**18**

The SGCA acknowledged that, *prima facie*, Indian law as the law of the main contract should be the implied choice of law for the arbitration agreement. This implied choice was, however, displaced as having Indian law govern the arbitration agreement would frustrate the parties' intention to arbitrate all their disputes. Thus, Singapore law, the law of the seat, applied as the closest and most real connection to the arbitration agreement.**19** Under Singapore law (being the law of the seat and the law applicable to the arbitration agreement), minority oppression disputes were arbitrable. The commencement of the NCLT proceedings was in breach of the arbitration agreement and therefore the anti-suit injunction was granted.

Anupam serves as a timely reminder for parties to include an express choice of law for the arbitration agreement (as well as the seat and the main agreement), to avoid the risk of courts applying a governing law of the arbitration agreement that deems a dispute non-arbitrable. Parties should take local law advice to ensure that both the law of the seat, and of the arbitration agreement, are pro-arbitration, to avoid questions of whether a dispute is arbitrable.

By Sze Hian Ng (Trainee Solicitor, Allen & Overy LLP; SzeHian.Ng@allenovery.com; London/ UK)

Oceania Update:

Australia: Case Note - Siemens WLL v BIC Contracting LLC [2022] FCA 1029

Australia continues its standing as a 'pro-enforcement' jurisdiction, with another Federal Court decision enforcing foreign awards despite the absence of formally certified documents, and no apparent connection between the contract or arbitration agreement and Australia.

Background

In 2012, Siemens WLL and its parent (Siemens), and Leighton Contracting Qatar WLL (Leighton) won the contract to design and construct a light rail system in Qatar in anticipation of the 2022 World Cup. Their Consortium Agreement provided for dispute resolution by a three-person LCIA panel. A later

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Mutual Agreement included BIC Contracting LLC (BICC) as guarantor of payment diversions from Leighton to Siemens; the guarantees provided for ICC arbitration by a three-person panel.

By 2020, Siemens had commenced arbitrations against Leighton and BICC, under the LCIA and ICC rules respectively but before the same panel. Both tribunals published awards in favor of Siemens, giving damages in various currencies.[20]

Service of Australian Enforcement Proceedings

BICC was initially served by email to its legal counsel. When subsequent notices bounced as 'undeliverable', Siemens sent notice to other BICC officers, including by courier. There was no response, but Siemens obtained proof of delivery; the Court was satisfied notice had been given, and proceeded despite BICC's absence.[21]

Evidence and Formality Requirements

For enforcement under section 8 of the International Arbitration Act 1974 (Cth) (IAA), section 9(1) requires duly authenticated or certified copies of the award and original arbitration agreement. Section 9(2) deems a document to have been duly authenticated or certified if it purports to be authenticated or certified by an officer of the tribunal, and the contrary has not been shown; or if the Court is otherwise satisfied it has been authenticated or certified.

Siemens did not have authenticated or certified hard copies of the awards. However, Justice Stewart noted the awards had been emailed by the secretariats of the LCIA and ICC, as permitted by both institutions' rules, and were ostensibly signed by all three arbitrators. Accordingly, his Honour was satisfied the award was deemed authenticated under section 9(2).[22] His Honour also accepted copies of the contracts, deposed as true by a partner of Siemens' solicitors, as evidence of the arbitration agreements. Justice Stewart noted section 9(5) makes the mere production of documents, in accordance with the section, prima facie conclusive evidence, and referred to a 2021 Federal Court decision which accepted evidence of the arbitration agreement on a similar deposition as to

authenticity.[23]

This confirms the pro-enforcement approach pronounced in Tianjin Jishengtai Investment Consulting Partnership Enterprise v Huang (2020). In that case, Justice Jagot disregarded suggestions of technical defects in the award, and emphasized the IAA's objectives of facilitating international arbitration as an efficient, enforceable and final method of dispute resolution.[24]

Accordingly, Justice Stewart entered judgment for Siemens, in Australian dollars, although the awards used other currencies.[25]

Conclusion

This open-and-shut case demonstrates the ideal operation of the New York Convention, to which the IAA gives effect: to provide arbitration awards international enforcement coverage, even if all parties are incorporated overseas, the original agreements were concluded and carried out overseas, and the arbitrations were seated outside Australia.

By Arman Riazati (Graduate at Law, Corrs Chambers Westgarth; arman.riazati@corrs.com.au; Melbourne/ Australia)

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1. Referring to Abu Dhabi Law No. 4/2013 Concerning the Abu Dhabi Global Market.
2. The term "*en banc*" refers to a special procedure in which all the judges that conform a court hear a case that is considered particularly important or complex; Cornell Law School, "*En Banc*," Legal Information Institute, October 2022, https://www.law.cornell.edu/wex/en_banc#:~:text=En%20banc%20is%20French%20for,524%20US%20965%20(1998).
3. The Eleventh Circuit agreed to grant *en banc* review on October 5, 2022. 50 F. 4th 97 (11th Cir. 2022).
4. Corporación AIC, SA v. Hidroeléctrica Santa Rita S.A., No. 1:19-cv-20294-RNS (United States Court of Appeals, Eleventh Circuit October 31, 2022).
5. 34 F.4th 1290 (11th Cir. 2022).
6. Inversiones y Procesadora Tropical INPROTSA, S.A. v. Del Monte International GmbH, 921 F.3d 1291 (11th Cir. 2019)) and another from 1998 (Industrial Risk Insurers v. M.A.N. Gutehoffnungshutte GmbH, 141 F.3d 1434 (11th Cir. 1998).
7. Sentencia Constitucional Plurinacional 0002/2023-S4 (7 February 2023) (jurisprudenciaconstitucional.com).
8. *Arguição de Descumprimento de Preceito Fundamental* (ADPF) No. 1050/DF. Court docket available at: https://portal.stf.jus.br/processos/detalhe.asp?incidente=6601249.
9. Bill No. 3, 293/2021. Latest developments available at: https://www.camara.leg.br/proposicoesWeb/fichadetramitacao?idProposicao=2300144

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10. David St John Sutton, Judith Gill and Matthew Gearing, Russell on Arbitration (24th Edn, Sweet & Maxwell 2015), ¶ 2-080.
11. Anupam v. Westbridge Ventures II Investment Holdings [2023] SGCA 1.
12. Ibid, ¶ 55.
13. Ibid, ¶ 53.
14. Ibid, ¶ 45 – 46.
15. Ibid, ¶ 54 – 55.
16. Ibid, ¶ 23.
17. Ibid, ¶ 29.
18. Ibid, ¶ 62.
19. Ibid, ¶ 67 – 75.
20. *Siemens WLL v BIC Contracting LLC* [2022] FCA 1029, [10]–[14] (*Siemens v BICC*).
21. Ibid [17].
22. Ibid [24].
23. Ibid [25], citing *HongKong Henson Industrial Ltd v Victorian Ferries Pty Ltd* [2021] FCA 1450, [13] (Colvin J).
24. [2020] FCA 767, [23] (Jagot J) (*Tianjin v Huang*).
25. *Siemens v BICC* (n 1) [28], citing *Tianjin v Huang* (n 5) [23] (Jagot J).

#YoungITATalks

Report from the Second Edition of the Young ITA Global Forum

The second edition of the Young ITA Global Forum was held on February 22, 2023. This annual event brings together members of Young ITA from all over the world, who serve as Regional Delegates from their respective regions to discuss and debate current issues related to the practice of international arbitration. The 2023 edition of the Young ITA Global Forum included 48 Global Delegates hailing from each of Young ITA's 12 regions.

This year's Global Forum began with an introduction by Tomasz Sikora, Senior Counsel at ExxonMobil and Chair of the Institute of Transnational Arbitration, who praised the geographic reach of Young ITA and the accompanying diversity of perspectives present at the forum. Catherine Bratic, Counsel at Hogan Lovells and Chair of Young ITA, then gave an overview of Young ITA's recent and upcoming activities, before introducing the Global Forum itself and the moderators, each of whom serves on the Board of Young ITA and on the Advisory Board of the Institute of Transnational Arbitration. The Global Forum was held under the Chatham House Rule.

The first session of the forum focused on procedural issues submitted by the Regional Delegates, and was moderated by Anne-Marie Doernenburg (Senior Associate at Nishimura & Asahi and Asia Chair for Young ITA), Philip Tan (Associate at White & Case and Asia Vice-Chair for Young ITA), and Maria Camila Rincon (LL.M Candidate at Georgetown University Law Center and Chair of South America (Spanish-speaking jurisdictions) for Young ITA).

The discussion started by addressing bifurcation, with participants debating under what circumstances bifurcation could promote efficiency, considering that such requests also increase the length of proceedings and their costs. Many participants noted that bifurcation to preliminarily decide on procedural issues is a necessary tool to avoid abuses of process.

Related to this, participants discussed developments related to early dismissals, preliminary determinations, and similar tools to increase efficiency. One Regional Delegate presented the recent

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efforts by the UNCITRAL WG II to prepare guidance on early dismissal and preliminary determination as an additional note in the Notes on Organizing Arbitral Proceedings as a notable example of the struggle to further develop rules in this area.

Next, the participants considered the issue of joinder and consolidation, which is increasingly regulated through detailed institutional rules setting out the conditions for granting such requests. Again, participants debated the matter of efficiency, noting that while consolidation can increase efficiency particularly in the context of multi-party and multi-contract disputes, consolidated can also be controversial and problematic in investor-state cases. One Regional Delegate noted in particular controversies surrounding the consolidation of past claims against Argentina and Spain, or more recently, potential claims against the Russian Federation. Considering the current situation in Ukraine, participants also discussed whether mass-claims systems should be redesigned under IIAs to address claims related to Russia's invasion of Ukraine, and mentioned the initiative to create an International Claims Commission for Ukraine.

The discussion continued with participants exchanging their views on the choice-of-law analysis relating to the law governing arbitration agreements. The discussion was informed by a number of recent decisions on this topic, including from England & Wales (Enka v Chubb, Kabab-Ji) and Singapore (Mittal v Westbridge). It was observed that there appeared to be a growing affirmation of the English Sulamerica approach, while a more difficult issue relates to what the "presumed" law under such approach would be in cases where parties have not expressly chosen a law to govern the arbitration agreement (i.e., stages two and three of the Sulamerica test).

The participants then moved to recent developments in the United States to discuss the U.S. Supreme Court's decision in ZF Automotive, which closed off the ability to obtain court-assisted discovery in support of most international commercial arbitration cases. Regional Delegates noted that the ZF Automotive decision does not entirely foreclose the use of court-assisted discovery in arbi-

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-tration, as some investor-state arbitrations could potentially be considered "a foreign or international tribunal" under the language of 28 U.S.C. § 1782 and the rules adopted by the U.S. Supreme Court.

Continuing on the subject of discovery, the next topic addressed whether evidence determined in judicial proceedings to be illegally obtained would be admissible in related arbitrations. One Regional Delegate observed that the answer could depend on the nature of the judicial proceedings, specifically, whether they were administrative or quasi-judicial in nature. Regional Delegates pointed to the guidance contained in Article 9(3) of the IBA Rules on the Taking of Evidence in International Arbitration, which allows arbitral tribunal to exercise its discretion on whether to exclude evidence obtained illegally.

Moving to recent geopolitical events, participants then discussed the effect of sanctions on international arbitration, with particular focus on the sanctions imposed against the Russian Federation and many Russian nationals, as well as the retaliatory counter-sanctions Russia has imposed on NATO countries and diplomats. Regional Delegates explored the vast range of practical effects that such sanctions could have on institutions, counsel, experts, and arbitrators, and on the enforcement of awards on parties with blocked assets.

Regional Delegates also discussed challenges to arbitrators based on their independence and impartiality, and the potential need for mechanisms to discourage frivolous challenges. Participants discussed their reactions to the Paris Court of Appeal's decision to set aside an ICC award based on the Chair's failure to disclose a close personal relationship with Emmanuel Gaillard (whose firm represented the prevailing party in the dispute), a relationship that was revealed through a eulogy given by the Chair in which he described "regular meetings" with Gaillard for years and stated that he both "admired" and "loved him."

The first session concluded with a discussion regarding the tension between transparency and confidentiality, and whether a distinction should be drawn between investment and commercial

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arbitration. As regards investment arbitration, the participants referred to the 2022 Arbitration Rules adopted by ICSID, which aim to ensure greater transparency through provisions regarding publication of case materials and third-party funding. Turning to the commercial context, Regional Delegates discussed the complexities of balancing transparency against parties' expectations of and business needs for confidentiality in sensitive commercial matters.

After a brief break, the second session of the Global Forum, moderated by Derya Durlu Gürzumar (Ph.D. candidate at the University of Neuchâtel and Vice Chair of Thought Leadership for Young ITA), Robert Bradshaw (Counsel at LALIVE and Vice Chair of the UK Region for Young ITA), and Jorge Arturo Gonzalez (LL.M. Candidate at Harvard Law School and Vice Chair of Communications for Young ITA), focused on issues related to substantive law submitted by the Regional Delegates.

The first topic concerned the suitability of international arbitration in resolving ESG (environmental, social and governance) disputes and enforcing the ESG obligations of states and private parties. One Regional Delegate discussed an Indian case involving human rights violations concerning supply-chain contracts.

Discussion then turned to recent cases under the Energy Charter Treaty (ECT) such as Rockhopper v. Italy (which awarded compensation to an oil and gas company denied a drilling permit due to Italian environmental legislation banning certain oil production concessions) and RWE v. Netherlands (challenging the Netherlands' plan to phase out coal by 2030), with Regional Delegates debating whether the ECT contained excessive protections for fossil fuel production that could be considered outdated in light of commitments to reduce emissions and invest in green energy. Regional Delegates also highlighted the waves of investment arbitration claims that Spain, Italy, and the Czech Republic have endured related to renewable energies, and the decisions by Germany, France, Spain, the Netherlands, and Poland to withdraw from the ECT.

Next, Regional Delegates provided insights on corruption issues in interna-

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-tional arbitration. Regional Delegates compared French and Swedish rules on how arbitrators should address corruption, with the latter jurisdiction adopting a maximalist regime (i.e., putting a higher burden on arbitrators in enforcing corruption claims, thereby protecting the arbitral award). Different standards of proof were discussed and debated, including the use of circumstantial red flags of corruption, compared to a higher standard of "clear and convincing evidence" showing corruption. Participants also probed how far a tribunal could go in conducting a sua sponte investigation of evidence of corruption, in the absence of specific allegations made by either party.

Turning specifically to the investment arbitration context, participants discussed the different ways in which allegations of corruption could taint the contract or the economic transaction giving rise to the investment. Regional Delegates noted that such allegations touch not only on substantive rights, but also on the very existence of a state's consent to arbitrate, as well as on transparency to the extent that corruption allegations made in confidential arbitration may not be reported to national authorities.

Participants next explored whether there has been an uptick in set-aside challenges to arbitral awards, and debated whether more jurisdictions should allow for national court review of an arbitral tribunal's decisions regarding their own jurisdiction. Some Regional Delegates considered that such de novo review by courts of arbitrators' jurisdictional decisions undermines the finality of arbitral awards originally envisaged in the New York Convention.

Relatedly, Regional Delegates next addressed the decision of the European Court of Human Rights (ECtHR) in BTS Holding, A.S. v. Slovakia, which related to Slovakian courts' refusal to enforce an arbitral award based on jurisdictional and public policy arguments that the ECtHR found to be arbitrary. Regional Delegates noted that similar arguments might result in takings claims before national courts or before other international bodies, such as the Inter-American Court of Human Rights.

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The final topic addressed sanctions, with participants discussing whether the existence of sanctions would justify contractual non-performance under doctrines of frustration, force majeure, and illegality. Regional Delegates shared their own experiences dealing with sanctioned parties and force majeure arguments.

The moderators and Young ITA Chair Catherine Bratic closed the Global Forum by thanking the moderators and Regional Delegates for their attendance and engaged participation. The Global Forum is an annual event, and the next edition will be held in February 2024, with Regional Delegates to be chosen by application and invitation at the end of this year.

By Catherine Bratic, Young ITA Chair

#CAREERS IN ARBITRATION

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Job Opportunities

in collaboration with Careers in Arbitration

Employer	Role	Location	Link	Deadline
ADR Vietnam Chambers LLC	Internship	Remote	https://www.linkedin.com/feed/update/urn:li:activity:7051466430810091521	Not Stated
ASA – Swiss Arbitration Association	Executive Assistant	Geneva	https://www.linkedin.com/feed/update/urn:li:activity:7052168743551959040	Not Stated
Boden Law	Associate	Istanbul	https://www.linkedin.com/feed/update/urn:li:activity:7044742017037271040	Not Stated
Braddell Brothers LLP	Associate	Singapore	https://www.linkedin.com/feed/update/urn:li:activity:7048541305169137664	Not Stated
Deminor	Legal Counsel	Hong Kong	https://www.linkedin.com/feed/update/urn:li:activity:7048540679190306816	Not Stated
Dentons	Associate (Rechtswalt)	Frankfurt	https://www.linkedin.com/feed/update/urn:li:activity:7048538840319320064	Not Stated
Fortior Law	Associate	Geneva / Remote	https://www.linkedin.com/feed/update/urn:li:activity:7049724417274212352	Not Stated
Herbert Smith Freehills	Internship	Singapore	https://www.linkedin.com/feed/update/urn:li:activity:7048538116998983680	May 1, 2023
ICC	Internship (Common Law Case Management Team)	Paris	https://www.linkedin.com/posts/careers-in-arbitration_internship-common-law-case-management-team-activity-7036974309260558336-rZI6	May 31, 2023

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Employer	Role	Location	Link	Deadline
ICC	Internship (Eastern European Case Management Team)	Paris	https://www.linkedin.com/posts/careers-in-arbitration_internship-eastern-europe-case-management-activity-7036974636789596160-UVZW	April 30, 2023
ICC	Internship (Swiss Italian Case Management Team)	Paris	https://www.linkedin.com/posts/careers-in-arbitration_internship-swiss-italian-case-management-activity-7036974861038051329-rPur	April 30, 2023
ICC	Internship (Middle East Case Management Team)	Paris	https://www.linkedin.com/posts/careers-in-arbitration_internship-middle-east-case-management-activity-7036974021216755712-MC0e	May 31, 2023
ICC	Internship (Documentation and Research Centre)	Paris	https://www.linkedin.com/feed/update/urn:li:activity:7053069993269174272	May 2, 2023
ICC	Internship	New York	https://www.linkedin.com/feed/update/urn:li:activity:7053068462067175424	Not Stated
ICC	Internship (Presidency of the ICC International Arbitration Court)	New York	https://www.linkedin.com/feed/update/urn:li:activity:7053069245542199296	Not Stated
International Law Association (American Branch)	Student Ambassador (Voluntary Role)	N/A	https://www.linkedin.com/feed/update/urn:li:activity:7049836368700592129	June 1, 2023
Ioannis Vessardanis & Partners Law Firm	Associate	Athens	https://www.linkedin.com/feed/update/urn:li:activity:7044346342264958976	Not Stated
Linklaters	ALS – Arbitration Case Manager	London	https://www.linkedin.com/feed/update/urn:li:activity:7051529056449650688	Not Stated

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Employer	Role	Location	Link	Deadline
Linklaters	Internship	London	https://www.linkedin.com/feed/update/urn:li:activity:7051527126667153408	April 27, 2023
Özkurt Law Office	Lawyer	Istanbul	https://www.linkedin.com/feed/update/urn:li:activity:7052168163311980544	Not Stated
Pinsent Masons	Intern / Stagiaire	Paris	https://www.linkedin.com/feed/update/urn:li:activity:7049776993583689728	Not Stated
Singapore International Arbitration Centre	In-Person Internship (with stipend)	Singapore	https://siac.org.sg/in-person-internship	July 1, 2023
Singapore International Arbitration Centre	Knowledge Management Lawyer	Singapore	https://www.linkedin.com/feed/update/urn:li:activity:7053072193496215552	Not Stated
Singapore International Arbitration Centre	Deputy Counsel	Singapore	https://www.linkedin.com/feed/update/urn:li:activity:7053071061109633024	Not Stated
Singapore International Arbitration Centre	Case Management Officer	Singapore	https://www.linkedin.com/feed/update/urn:li:activity:7053071558243684352	Not Stated
White & Case LLP	Legal Assistant	Washington, DC	https://www.linkedin.com/feed/update/urn:li:activity:7048539777754685440	Not Stated
Winston & Strawn LLP	Internship / Secondment	Paris	https://www.linkedin.com/feed/update/urn:li:activity:7048573933985353728	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 (jorgearturogonzalez31@gmail.com)