

“The Nature or Natures of Agreements on Choice of Court and Choice of Law,” an upcoming ASIL Webinar

The American Society of International Law Private International Law Interest Group (ASIL PILIG) is sponsoring a webinar entitled “The Nature or Natures of Agreements on Choice of Court and Choice of Law.” The session, which is free but requires a reservation, will take place on Wednesday, March 2, at 11:30 am Eastern time (10:30 am Central, 8:30 am Pacific) and features two giants of private international law – Professor Adrian Briggs of the University of Oxford and Professor Symeon Symeonides of Willamette University.

ASIL’s description of the event is as follows:

To judge from judicial decisions over the last 20 years, the English common law version of private international law has come to treat agreements on choice of court as contractual agreements that will be enforced in almost exactly the same way as any other bilateral contractual agreement. This had led the courts to some conclusions, particularly in the context of remedies against breach, which look surprising as features in the landscape of private international law. But this narrow contractual focus, which takes it for granted that agreements on choice of court are promissory terms of a contract, liable to be enforced as such, has blinded lawyers to the possibility of viewing them as (multiple) unilateral notices. But Regulation (EU)1215/2012, otherwise known as the Brussels I Regulation, provides the basis for one alternative understanding of what is involved in making an agreement on choice of court.

When it comes to (agreements on) choice of law, the English courts have managed to avoid having to decide whether such terms in a contract are promissory in nature. The idea that they may be non-promissory terms has yet to be worked through; but it may provide a more satisfactory basis for providing answers than the alternative, that they are promissory terms.

Attendees can download papers and register [here](#). The aim of the discussion will therefore be to consider the nature or natures of agreements on choice of court and on choice of law.