Job Vacancy at the University of Bonn (Germany): Research fellow in International Civil Procedural Law and/or International Commercial Arbitration

The **Rhenish Friedrich Wilhelm University of Bonn** is an international research university with a wide education and research profile. With a 200-year history, approximately 33,000 students, more than 6,000 staff, and an excellent reputation at home and abroad, the University of Bonn is one of the most important universities in Germany and is recognized as a university of excellence.

The **Institute for German and International Civil Procedure** is looking for a **highly skilled and motivated PhD candidate and fellow (Wissenschaftliche/r Mitarbeiter/in)** to work in the fields of International Civil Procedural Law and/or International Commercial Arbitration on a part-time basis **(50%) to start as soon as possible.**

(c) Volker Lannert / Universität Bonn

Responsibilities:

- Supporting research and teaching on Private International Law, International Civil Procedure and/or International Commercial Arbitraiton as well as German civil law (required by the Faculty, therefore an excellent command of German and profound knowledge of German civil law equivalent to the “First State Examination” is mandatory)
- Teaching obligation of two hours per week during term time (*Semester*)

Your Profile:

- You hold the First or Second German State Examination in law with distinction (or its international equivalent)
- If possible, you already had contact with International Civil Procedure Law and/or Commercial Arbitration Law
- You are interested in the international dimension of private law, in particular International Civil Procedural Law, and/or International

Commercial Arbitration
- Excellent command of the English language (next to German)
- You are commited, flexible, team-oriented and interested in further professional development opportunities

We offer:

- Varied and challenging assignments with one of the largest employers in the region
- Opportunity to conduct your PhD or research project (according to the Faculty's regulations) under the supervision of the Director of the Institute Prof Dr Matthias Weller, Mag.rer.publ., MAE
- Occupational pension scheme (VBL)
- Numerous offers of the University Sports Programme (Hochschulsport)
- Easy access to the public transport system and direct road link to the Autobahn due to the central location in Bonn as well as the possibility to use inexpensive parking facilities
- Flexible working hours; remote working options are available
- Renumeration according to German public service salary scale E-13 TV-L (50%); initial contract period is one year at least and up to three years, with an option to be extended.

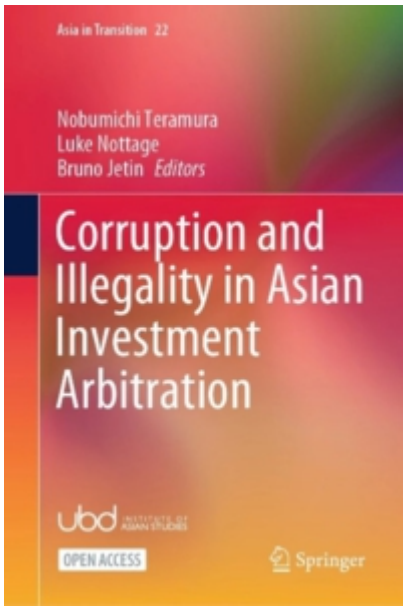
The University of Bonn is committed to **diversity and equal opportunity**. It is certified as a family-friendly university. Its goal is to increase the proportion of women in areas where they are underrepresented and to particularly promote their careers. It therefore strongly encourages applications from relevantly qualified women. Applications are handled in accordance with the State Equal Opportunity Act. Applications from suitable persons with proven severe disabilities and persons treated as such are particularly welcome

If you are interested in this position, please send **your application** (cover letter in German; CV; and relevant documents and certificates, notably university transcripts and a copy of the German State Examination Law Degree) to Prof Dr Matthias Weller (weller@jura.uni-bonn.de).

For additional information, please refer to the attached pdf document (in German) or visit the Institute's homepage.

[Out Now!] New Open Access Book on Corruption and Investment Arbitration: Nobumichi Teramura, Luke Nottage and Bruno Jetin (eds), Corruption and Illegality in Asian Investment Arbitration (Springer, 2024)

Nobumichi TERAMURA (Assistant Professor, Universiti Brunei Darussalam; Affiliate, Centre for Asian and Pacific Law in the University of Sydney), Luke Nottage (Professor of Comparative and Transnational Business Law, Sydney Law School) and Bruno Jetin (Associate Professor of Economics, Universiti Brunei Darussalam) published an edited volume entitled “Corruption and Illegality in Asian Investment Arbitration” from Springer on 20 April 2024. The book is an open access title, so it is freely available to any states and organisations, including less well-resourced institutions in transitioning economies. Corrupt behaviour by foreign investors, like bribery to local government officials, faces wide condemnation in any society. Nevertheless, there remains a paucity of research appraising the consequences of corruption and illegality affecting international investment in Asia, especially investment arbitration involving East and South Asian jurisdictions. This book intends to fill the gap from an interdisciplinary (legal-economic) perspective.



The volume's description reads as follows:

This open access book explores Asian approaches towards investment arbitration—a transnational procedure to resolve disputes between a foreign investor and a host state—setting it in the wider political economy and within domestic law contexts. It considers the extent to which significant states in Asia are, or could become, "rule makers" rather than "rule takers" regarding corruption and serious illegality in investor-state arbitration. Corruption and illegality in international investment are widely condemned in any society, but there remains a lack of consensus on the consequences, especially in investment arbitration. A core issue addressed is whether a foreign investor violating a host state's law should be awarded protection of its investment, as per its contract with the host state and/or the applicable investment or trade agreement between the home state and the host state. Some suggest such protection would be unnecessary as the investor committed a crime in the host state, while others attempt to establish an equilibrium between the investor and the host state. Others claim to protect investment, invoking the sanctity of promises made. The book starts with a deep dive into economic and legal issues in corruption and investment arbitration and then explores the situation and issues in major countries in the region in detail. It is a useful reference point for lawyers, economists, investors, and government officials who are seeking comprehensive and up-to-date information on anti-bribery rules in Asian investment treaties. It is of particular interest to students and researchers in economics, finance, and law, who are undertaking new research relating to the multifaceted impacts of corruption.

The book's table of contents is as follows:

Chapter 1 – "Bribery and Other Serious Investor Misconduct in Asian International Arbitration" by Nobumichi Teramura, Luke Nottage and Bruno Jetin;

Chapter 2 – "Does Corruption Hinder Foreign Direct Investment and Growth in Asia and Beyond? The Grabbing Versus the Helping Hand Revisited" by Ahmed M Khalid (Professor of Economics, Universiti Brunei Darussalam);

Chapter 3 – "The Effect of Corruption on Foreign Direct Investment at the Regional Level: A Positive or Negative Relationship?" By Bruno Jetin, Jamel Saadaoui (Senior Lecturer of Economics, The University of Strasbourg), Haingo Ratiarison (The University of Strasbourg);

Chapter 4 – "Anti-Corruption Laws and Investment Treaty Arbitration: An Asian Perspective" by Anselmo Reyes (International Judge, Singapore International Commercial Court) and Till Haechler (Associate, Lenz & Staehelin);

Chapter 5 – "Multi-Tiered International Anti-Corruption Cooperation in Asia: A Review of Treaties and Prospects" by Yueming Yan (Assistant Professor, Chinese University of Hong Kong) and Tianyu Liu (ADR Case Manager, Hong Kong International Arbitration Centre);

Chapter 6 – "Corruption in International Investment Arbitration" by Michael Hwang SC (Arbitrator, Michael Hwang Chambers) and Aloysius Chang (Michael Hwang Chambers);

Chapter 7 – "Rebalancing Asymmetries Between Host States and Investors in Asian Investor–State Dispute Settlement: An Exception for Systemic Corruption" by Martin Jarrett (Senior Research Fellow, Max Planck Institute for Comparative Public Law and International Law);

Chapter 8 – "Foreign Investment, Investment Treaties and Corruption in China and Hong Kong" by Vivienne Bath (Professor of Chinese Law, Sydney Law School) and Tianqi Gu (Sydney Law School);

Chapter 9 – "Corruption and Investment Treaty Arbitration in India" by Prabhash Ranjan (Professor and Vice Dean, Jindal Global Law School);

Chapter 10 – "Corruption and Illegality in Asian Investment Disputes: Indonesia"

by Simon Butt (Professor of Indonesian Law, Sydney Law School), Antony Crockett (Partner, Herbert Smith Freehills Hong Kong) and Tim Lindsey (Malcolm Smith Chair of Asian Law and Redmond Barry Distinguished Professor, Melbourne Law School);

Chapter 11 – "Foreign Investment, Treaties, Arbitration and Corruption: Comparing Japan" by Luke Nottage and Nobumichi Teramura;

Chapter 12 – "Corruption and Investment Arbitration in the Lao People's Democratic Republic: *Corruptio Incognito*" by Romesh Weeramantry (Special Counsel, Clifford Chance Perth) and Uma Sharma (Associate, Jones Day Singapore);

Chapter 13 – "Corruption and Illegality in Asian Investment Arbitration: The Philippines" by Thomas Elliot A Mondez (Faculty Member, De La Salle University, Philippines) and Jocelyn P Cruz (Associate Professor, De La Salle University, Philippines);

Chapter 14 – "Investment Arbitration, Corruption and Illegality: South Korea" by Joongi Kim (Professor Yonsei Law School);

Chapter 15 – "Foreign Investment, Corruption, Investment Treaties and Arbitration in Thailand" by Sirilaksana Khoman (Professor, Thammasat University, Thailand), Luke Nottage and Sakda Thanitcul (Professor, Chulalongkorn University); and

Chapter 16 – "Towards a More Harmonised Asian Approach to Corruption and Illegality in Investment Arbitration" by Nobumichi Teramura, Luke Nottage and Bruno Jetin.

ARBITRATION: International

Commercial – Domestic – Investment

The author is Dr. Faidon Varesis, Attorney at Law

Teaching Fellow, National and Kapodistrian University of Athens

PhD (University of Cambridge); MJur (University of Oxford); LLM, LLB (University of Athens).

In an era where the resolution of disputes is increasingly moving away from traditional court systems towards alternative methods, the comprehensive collective work in Greek with Professor Charalampos (Haris) P. Pamboukis as editor emerges as both a timely and seminal contribution to the field of arbitration, both nationally within Greece and on an international scale. This book review seeks to delve into the multifaceted contributions of the book, examining its scope, its pioneering contributors, its evolution within Greek law, and its broader implications for dispute resolution globally.

The book begins by exploring the flourishing landscape of arbitration across various domains such as commercial, investment, construction, maritime, and energy disputes, alongside other alternative dispute resolution (ADR) methods. The interest in these mechanisms reflects a societal shift towards less adversarial, more cosmopolitan forms of dispute resolution, aimed at alleviating the burdens on state judiciary systems characterized by procedural rigidity and often excessive delays. The prologue set the stage by discussing the significant legislative and jurisprudential developments in domestic and international arbitration within Greece, highlighting the transformative impact of laws passed from 1999 through to the latest reforms in 2023. Such legislative milestones not only signify Greece’s evolving arbitration framework but also illustrate the dynamic interplay between law, scholarly research, and practical application in

shaping effective dispute resolution practices. Furthermore, the book weaves through the theoretical underpinnings and the practical aspects of arbitration agreements, the composition of arbitral tribunals, and the procedural norms governing arbitration proceedings, offering a holistic view of the arbitration landscape.

Central to the book's discourse is the collaborative effort of esteemed scholars, academics, and practitioners who contribute their insights across various themes. This collective approach not only enriches the book's content with a diversity of perspectives but also underscores the collaborative spirit within the arbitration community. The inclusion of introductory developments on increasingly significant areas such as investment arbitration and mediation, alongside a critical overview of international arbitration consent and the arbitral process, reflects a comprehensive and forward-looking examination of the field.

The book does not shy away from discussing the inherent challenges within arbitration and the diverse methodological approaches adopted by different contributors. However, these aspects are presented as enriching the scientific pluralism and intellectual rigor of the work rather than detracting from its cohesion.

In addition to its substantive chapters, the book is augmented with appendices that include key legislative and regulatory texts relevant to arbitration and mediation. This practical inclusion underlines the book's aim to serve as a useful tool for both practitioners and scholars.

In conclusion, this collective work stands as a testament to the evolving and vibrant field of arbitration within Greece and its broader implications on the international stage. It encapsulates the intellectual legacy, the legislative advancements, and the practical insights of a diverse group of contributors, offering a comprehensive resource for understanding and navigating the complexities of arbitration. As such, it represents an invaluable contribution to the legal scholarship and practice of arbitration, both within Greece and beyond, fostering a deeper appreciation for alternative dispute resolution mechanisms in the pursuit of justice and societal harmony.

CCTL Cross-Border Legal Issues Dialogue Seminar Series – 'Parallel Proceedings between International Commercial Litigation and Arbitration' by Dr. Guangjian Tu (Recording Released)

Parallel proceedings in international commercial litigation between the courts of different countries have long been discussed and explored, for which the Brussels I Regulation in the EU provides a good model for solution although it is still a problem at the global level and an obstacle for the Hague Jurisdiction Project.

However, it seems that so far no enough attention has been paid to the problem of parallel proceedings between international commercial litigation and arbitration. Theoretically, parties' consent to arbitration will exclude the jurisdiction of states' courts by virtue of the rules set out in Article 2 of the New York Convention altogether. But the Convention fails to successfully eradicate parallel proceedings between arbitral tribunals and state courts, owing to its inherent defects. When a conflict arises between international commercial arbitration and litigation proceedings, a rational balance must be struck between the judiciary and the arbitral tribunal with a reasonable division of competence between the two bodies. Different from parallel proceedings between two courts of different countries where usually both have jurisdiction and the question is only who should decide first, the jurisdiction of a national court and that of an arbitral tribunal excludes each other; similar to them, the problems with the former will also happen to the latter. Shall one always give "priority" to the arbitral tribunal to decide i.e. the issue of validity of the arbitration agreement for the purpose of

respecting the doctrine of competence/competence? Can a simple lis pendens rule like that under the Brussels I Regulation work i.e. a national court or arbitral tribunal whoever is seized earlier shall decide when the issue of the validity of arbitration agreement is raised as a preliminary question in the national court? This presentation will try to explore an ideal model for the solution to this problem.

The recording can be found here.

A note on "The BBC Nile" in the High Court of Australia – foreign arbitration agreement and choice of law clause and Article 3(8) of the Amended Hague Rules in Australia

By Poomintr Sooksripaisarnkit

Lecturer in Maritime Law, Australian Maritime College, University of Tasmania

Introduction

On 14th February 2024, the High Court of Australia handed down its judgment in *Carmichael Rail Network Pty Ltd v BBC Chartering Carriers GmbH & Co KG* [2024] HCA 4. The case has ramifications on whether a foreign arbitration clause (in this case, the London arbitration clause) would be null and void under the scheme of the *Carriage of Goods by Sea Act 1991* (Cth) which makes effective an amended version of the International Convention on the Unification of Certain Rules of Law relating to Bills of Lading, Brussels, 25 August 1924 (the "Hague

Rules"). The argument focused on the potential effect of Article 3(8) of the Amended Hague Rules, which, like the original version, provides:

"Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connection with, goods arising from negligent, fault, or failure in the duties and obligations provided in this article or lessening such liability otherwise than as provided in *these Rules*, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability".

BRIEF FACTS OF THE CASE

The case involved a carriage of head-hardened steel rails from Port of Whyalla in South Australia to the Port of Mackay in Queensland. When the goods arrived at the Port of Mackay, it was discovered that goods were in damaged conditions to the extent that they could not be used, and they had to be sold for scrap. A bill of lading issued by the carrier, BBC, containing the following clauses:

"**3. Liability under the Contract**

- Unless otherwise provided herein, the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply. In respect of shipments to which there are no such enactments compulsorily applicable, the terms of Articles I-VIII inclusive of said Convention shall apply…."

4. **Law and Jurisdiction**

Except as provided elsewhere herein, any dispute arising under or in connection with this Bill of Lading shall be referred to arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms. The arbitration Tribunal is to consist of three arbitrators, one arbitrator to be appointed by each party and the two so appointed to appoint a third arbitrator. English law is to apply".

The carrier, BBC, commenced arbitration in London according to Clause 4 of the bill of lading. Carmichael, on the other hand, commenced proceeding before the Federal Court of Australia to claim damages. Carmichael sought an anti-suit injunction to restrain the arbitration proceeding. BBC, on the other hand, sought a stay of the Australian proceeding.

ARGUMENTS IN THE HIGH COURT OF AUSTRALIA

Carmichael contended that Clause 4 should be null and void because of Article 3(8) of the Amended Hague Rules. First, there is a risk that London arbitrators will follow the position of the English law in *Jindal Iron and Steel Co Ltd and Others v Islamic Solidarity Shipping Co. Jordan Inc* (*The "Jordan II"*) [2004] UKHL 49 and found the carrier's duty to properly stow and care for the cargo under Article 3(2) of the Hague Rules to be a delegable duty, as opposed to an inclination of the court in Australia, as shown in the New South Wales Court of Appeal decision in *Nikolay Malakhov Shipping Co Ltd v SEAS Sapfor Ltd* (1998) 44 NSWLR 371. Secondly, there is a risk that the London arbitrators would construe Clause 3 as incorporating Article I-III of the Hague Rules, instead of the Amended Hague Rules of Australia. This would result in reducing the package limitation defence. Thirdly, there would be more expenses and burdens on the part of Carmichael to have to pursue its claim against BBC in London.

REASONING OF THE HIGH COURT OF AUSTRALIA

Whether Article 3(8) is applicable, the High Court of Australia found as a matter of principle that the court must consider all circumstances (being past, present, or future) whether a contractual clause relieves or lessen the carrier's liability. The standard of proof to be applied in considering such circumstances is the civil standard of the balance of probability. The court drew support from section 7(2) and section 7(5) of the *International Arbitration Act 1974* (Cth), as the parties relied on this piece of legislation in seeking an anti-suit injunction or a stay of the proceeding. In section 7(2), the language is that the court "shall" stay the proceedings if a matter is capable of settlement by arbitration. In section 7(5), again, there is a word "shall" in that the court shall not stay the proceedings under subsection (2) if the court finds the arbitration agreement to be null and void. As the High Court of Australia emphasised in paragraph 25 of its judgment: "For an Australian court to 'find' an arbitration agreement null and void … it must be able to do so as a matter of law based on agreed, admitted, or proved fact".

Such proof is on the balance of probabilities pursuant to the *Evidence Act 1995* (Cth). Moreover, the Amended Hague Rules in Australia ultimately has the nature of an international convention. The interpretation of which must be done within the framework of the Vienna Convention on the Law of Treaties 1969 which requires that relevant rules of international law must be considered. The burden of proof which international tribunals usually adopt is that of "preponderance of evidence", which is no less stringent than that of the balance of probabilities. This supports what the High Court of Australia found in paragraph 32 of its judgment that "references to a clause 'relieving' a carrier from liability or 'lessening such liability' are to be understood as referring to facts able to be found in accordance with the requisite degree of confidence…" Also, the High Court of Australia found the overall purpose of the Hague Rules is to provide a set of rules which are certain and predictable. Any attempt to apply Article 3(8) to the circumstances or facts which are not agreed or admitted or proved would run against the overall objective of the Hague Rules.

A reference was also made to an undertaking made by BBC before the Full Court of the Federal Court of Australia that it would admit in the arbitration in London that the Amended Hague Rules would be applicable to the dispute and BBC did consent to the Full Court of the Federal Court of Australia to make declaration to the same effect. It was argued by Carmichael that the undertaking and the subsequent declaration should not be considered because they came after BBC had commenced the arbitration pursuant to Clause 4. However, the High Court of Australia, emphasised in paragraph 59 that the agreed or admitted or proved facts *at the time the court is deciding whether to engage Article 3(8)* are what the courts consider. The effect of the undertaking and the declaration are that it should be amounted to the choice of law chosen by the parties within the meaning of section 46(1)(a) of the Arbitration Act 1996 and should effectively supersede the choice of the English law in Clause 4 of the bills of lading.

All the risks pointed out by Carmichael are unreal. First, the indication of the New South Wales Court of Appeal in the *Nikolay Malakhov* case in respect of Article 3(2) of the Hague Rules was not conclusive as it was *obiter* only. There is no clear legal position on this in Australia. Secondly, the language of Clause 3 is that Article I-VIII are to be applied if there are "no such enactments". But the country of shipment in this case (namely Australia) enacts the Hague-Rules. Moreover, there is no ground for any concern in light of the undertaking and the declaration.

Lastly, Article 3(8) of the Amended Hague Rules concerns with the carrier's liability. It is not about the costs or burdens in the enforcement process. Hence, the Australian proceeding is to be stayed.

COMMENT

As the High Court of Australia emphasised, whether Article 3(8) of the Amended Hague Rules is to be engaged depending upon facts or circumstances at the time the court is deciding the question. This case was pretty much confined to its facts, as could be seen from the earlier undertaking and the declaration which the High Court of Australia heavily relied upon. Nevertheless, the door is not fully closed. There is a possibility that the foreign arbitration and the choice of law clause can be found to be null and void pursuant to Article 3(8) if the facts or circumstances are established on the balance of probabilities that the tribunals will apply the foreign law which has the effect of relieving or lessening the carrier's liabilities.

New Book Releases: "Private International Law and Competition Litigation in a Global Context" & "Third Party Funding in International Arbitration"

Two books on international litigation and arbitration have recently been published that might be of interest to the CoL Community and PIL research.

The first book by **Mihail Danov** (University of Exeter) is the latest contribution to Hart's renowned "Studies in Private International Law" series (Volume 37) and examines the challenging interaction of "**Private International Law and Competition Litigation in a Global Context**". The blurb reads as follows:

> *This important book analyses the private international law issues regarding private antitrust damages claims which arise out of transnational competition law infringements. It identifies those problems that need to be considered by injured parties, defendants, judges and policy-makers when dealing with cross-border private antitrust damages claims in a global context. It considers the post Brexit landscape and the implications in cross border private proceedings before the English courts and suggests how the legal landscape should be developed. It also sets out how private international law techniques could play an increasingly important role in private antitrust enforcement.*

For all interested *conflict of laws.net* readers, Hart Publishing is kindly offering a **discount price of £76.** If you order online at **www.bloomsbury.com,** just use the **code GLR AQ7 to get 20% off!**

In the second treatise, **Mohamed F. Sweify** (Hinshaw & Culbertson LLP) takes an in-depth look at the increasingly important issue of "**Third Party Funding in International Arbitration**". Edward Elgar Publishing provides the following content description:

> *The author of Third Party Funding in International Arbitration challenges the structural inconsistencies of the current practices of arbitration funding by arguing that third party funding should be a forum of justice, rather than a forum of profit.*
>
> *By looking at the premise, rather than the implication, the author presents the arcane areas of intersection between access to justice, as a foundational theory for third party funding, and the arbitration funding practice that lacks a unifying framework. The author introduces a new methodology with an alternative way of structuring third party funding to solve a set of practical problems generated by the risk of claim control by the funder.*
>
> *This book will be of interest to third party funders, arbitrators, lawyers, arbitral institutions, academics, and law students.*

Virtual Workshop (in English) on October 10: Diego Fernández Arroyo on "Transnational Commercial Arbitration as Private

International Law Feature”

On Tuesday, October 10, 2023, the Hamburg Max Planck Institute will host its 37th monthly virtual workshop Current Research in Private International Law at **11:00-12:30** (CEST). **Diego P. Fernández Arroyo** (Sciences Po Law School) will speak, **in English**, about

Transnational Commercial Arbitration as Private International Law Feature

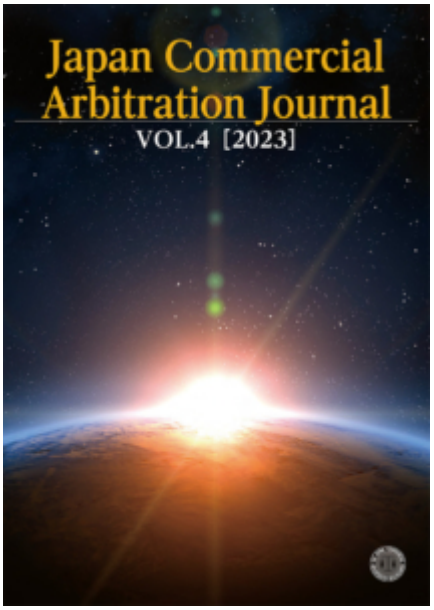
A significant part of private international law (PrIL) disputes is nowadays solved by means of arbitration. At the same time, the range of arbitrable issues has been growing up for decades. Consequently, arbitration is no longer ignored by PrIL scholars, who, nevertheless, hesitate about how to deal with it. Many of them are only attracted by the fact that arbitral tribunals are often confronted to ordinary problems of determining the law applicable to a particular issue. Through the lens of this classical-PrIL approach, they identify sometimes conflict-of-law rules in arbitration instruments. Without denying any interest to this option, we will try to provide a more comprehensive view, starting by revising the very respective notion of arbitration and PrIL as well as their interaction, and concluding to challenge the excessive role played by the seat of the arbitration.

The presentation will be followed by open discussion. All are welcome. More information and sign-up here.

If you want to be invited to these events in the future, please write to veranstaltungen@mpipriv.de.

New Volume of the Japan Commercial Arbitration Journal

The Japan Commercial Arbitration Association (JCAA), one of the oldest international arbitration institutions in the world, founded in 1950, has started to publish its annual journal on commercial arbitration – "Japan Commercial Arbitration Journal" – entirely in English. The Journal's Volume 4, which has been published recently, features the following articles:



Miriam Rose Ivan L. Pereira

Combining Interactive Arbitration with Mediation: A Hybrid Solution under the Interactive Arbitration Rules

Masaru Suzuki, Shinya Sakuragi

The Use of Technology in the International Commercial Arbitration and the Consideration of Rulemaking

Kazuhisa Fujita

Current Status of International Arbitration from the Perspective of Corporate Law and Japan as the Place of Arbitration

Dai Yokomizo

International Commercial Arbitration and Public Interests: Focusing on the Treatment of Overriding Mandatory Rules

Yuji Yasunaga

Extending the Application of an Arbitration Agreement Involving a Corporation to Include its Representative

Kazuhiro Kobayashi

Scope, Amount and Sharing of Arbitration Expenses and Court Costs in Japan

Leon Ryan, Shunsuke Domon

Disputes in India ? Lessons from Mittal v Westbridge

Junya Naito, Motomu Wake

Potential for a New Arb-Med in Japan

Yoshihiro (Yoshi) Takatori

Arbitrator Training and Assessment ? How to Increase and Strengthen Resource of Arbitrators and ADR Practitioners

Shuji Yanase

On Dual Conciliation by Two Conciliators

Takeshi Ueda

Discussions and Challenges in Promoting Online Dispute Resolution

Shinji Kusakabe

Civil Litigation after the Introduction of IT, as Suggested by Scheduled Proceedings in Commercial Arbitration

All volumes can also be freely consulted and downloaded here.

AMEDIP’s upcoming webinar: The Applicable Law to Investment Arbitration and the Future Guide of the Organization of American

States – 31 August 2023 (at 14:30 Mexico City time) (in Spanish)

The Mexican Academy of Private International and Comparative Law (AMEDIP) is holding a webinar on Thursday 31 August 2023 at 14:30 (Mexico City time – CST), 22:30 (CEST time). The topic of the webinar is the Applicable Law to Investment Arbitration and the Future Guide of the Organization of American States (OAS) and will be presented by Dr. José Antonio Moreno Rodríguez (in Spanish).

The details of the webinar are:

Link: https://us02web.zoom.us/j/89032691768?pwd=R3pJTnJsSEg5U0o3QmJqR3dwOWdIdz09

Meeting ID: 890 3269 1768

Password: AMEDIP

Participation is free of charge.

This event will also be streamed live: https://www.facebook.com/AmedipMX

Upcoming Event: International Symposium (hybrid format) on International Arbitration and Mediation in Japan

The Ministry of Justice of Japan (MOJ), Civil Affairs Bureau, in cooperation with the Japan Commercial Arbitration Association (JCAA) and supported by CIArb East Asia Branch, Japan Association of Arbitration (JAA), Japan International Dispute Resolution Center (JIDRC), is organizing an international symposium (hybrid format) on the "Future Prospects of International Arbitration and Mediation: How does the Judiciary Assist?".

This event could not have been more timely as the House of Councillors (the upper house of the Japanese Diet) unanimously passed and enacted into law on 21 April of this year the amendments to the Arbitration Act and the "Act for the Implementation of Settlement Agreements Resulting from Mediation" (the "Singapore Mediation Convention Implementation Act"). These enactments aim to promote international arbitration and mediation in Japan and to make Japan an

attractive hub for international dispute resolution in competition with other leading centers in the region.

Date, Venue & Formats:

July 7 (Fri.), 2023, 9am-12:30 pm (JST)

Hotel New Otani Tokyo?ONSITE / **Online**?

Language: English

English-Japanese consecutive interpretation available

Program (see link below):

Keynote Speeches

Panel Sessions

Registration: free

Sign up on the Official Website of the Forums

by 6pm, JUNE 26 (Mon.) for ONSITE participation,

by noon, JULY 3 (Mon.) for Online participation

Details of registration and the program can be found here.