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AIA Upcoming Events

- Conference on The UNCITRAL Model Law on International Commercial Arbitration: 25 years organized by the Association for International Arbitration in Brussels, Belgium. June 4, 2010.

-Location: HUB University of Brussels Auditorium, Time: 9:30am-4pm
-135 EUR for members, 182 EUR for non-members

REGISTRATION AVAILABLE ONLINE NOW at www.arbitration-adr.org

- Conference on The Most Favored Nation Treatment of Substantive Rights organized by the Association for International Arbitration in Brussels, Belgium. October 22, 2010 (**Call for papers! See page 8**)

For further information on conferences organized by the Association for International Arbitration in Brussels, Belgium, please visit our web site

<http://www.arbitration-adr.org>

The EMTPJ- course; a milestone for the introduction of "European Mediators"

NEW!!!

The importance of the free movement of persons and the proper functioning of the internal market, in particular concerning the availability of mediation services in cross-border disputes, was an important point on the agenda of the European Directive 2008/52/EC of 21 May 2008 on certain aspects of mediation in civil and commercial matters.

In this regard, the Association for International Arbitration received a grant from the European Commission in support of the EMTPJ-project. The EMTPJ- project is an initiative of the AIA that will construct a new kind of mediation course. The content of this new course is tailored to meet the existing requirements of the leading mediation centres in across Europe while integrating an intercultural context.

Many mediation centres (in and beyond Europe) have recognized the course and will allow successful participants to obtain accreditation from their centre. In such a way, the EMTPJ- course will become a milestone for the introduction of "European Mediators" and the promotion of cross-border mediation in civil and commercial matters.

The first edition of the course will take place at the University of Warwick (UK) between 2nd and 14th August 2010. Participants can easily register by completing the registration form available on www.emtpj.eu. There is a maximum of 30 participants per course and places will be allocated on a first come first served basis. Please note that AIA members and (former or current) students at the HUBrussel or the University of Warwick benefit from a single reduction of EUR 500.

Mediation centers that have not yet registered but want to join the EMTPJ-project can complete the mediation center recognition form also available on www.emtpj.eu. Centers that submitted the signed form will benefit from free marke-

ting on the EMTPJ website and may receive increased numbers of cross-border mediation appointments. A current list of the already [recognizing mediation centers](#) is available on the EMTPJ website.

Please feel free to contact the organizers of the course if you have any questions: emtpj@arbitration-adr.org.



Radhakrishnan v Maestro Engineers: Did the Indian Supreme Court Find Arbitrators to be “Incompetent”?

In the case of N. Radhakrishnan v M/S Maestro Engineers and Others, the Supreme Court on 22 October 2009 refused the referral to arbitration of a dispute concerning the retirement of Mr. Radhakrishnan from a partnership because Mr. Radhakrishnan alleged fraud on behalf of the other partners. It stated that allegations of fraud could only be tried in a court of law “which would be more competent and have the means to decide such a complicated matter”. It is arguable that this judgment should not be blown out of proportion but should be put into context because, firstly, the alleged fraud was a separate matter from the issue concerning Mr. Radhakrishnan’s retirement and, secondly, the Supreme Court found Mr. Radhakrishnan’s non-compliance with the formal requirements for a claim to refer an issue to arbitration under art. 8 Arbitration Act the decisive factor to deny referral.

Facts

On 7th of April, 2003 Mr. Radhakrishnan entered into a partnership with Maestro Engineers that would focus on carrying out the engineering works under the name and style of Maestro Engineers. Since both parties were resident in India and the deed constituting the partnership contained an arbitration clause that designated India as the seat of arbitration, any dispute relating to the contract that would arise between the parties, would be subject to a domestic arbitration procedure.

On 3 November 2005, however, trouble started to arise between the parties, with Mr. Radhakrishnan notifying his partners of his dissatisfaction with their conduct in running the partnership. More importantly, however, Mr. Radhakrishnan also made several allegations to his partners of serious malpractices. These included collusion for driving out the clients of Mr. Radhakrishnan, forging the accounts of the firm and collusion by siphoning off the profits of the partnership to their personal accounts. After getting his grievances off his

chest, Mr. Radhakrishnan decided it would be best for him to retire from the firm. He refused to leave, however, without the arrears of his salary, his share in the partnership’s profits that he was still due to receive, and any interest thereon. The partners refused Mr. Radhakrishnan’s claim arguing that they had already made the payment of the profits to him. They subsequently asserted that he was not entitled to any surplus as he had not yet invested his full contribution towards the establishment of the partnership.

Based on the partners’ refusal to concede to Mr. Radhakrishnan’s claim for payments, he notified the partners that he was taking steps to start up arbitration proceedings.

The partners, however, took advantage of Mr. Radhakrishnan’s notice of retirement to reconstitute the Maestro Engineers partnership on 6 December 2005 without him. Furthermore, they filed for an injunction in front of the Court of the District Munsif of Coimbatore to declare that Mr. Radhakrishnan was not a partner of the newly established firm anymore and should be prevented from disturbing the partnership’s peaceful running by barring him from starting up unfounded arbitral proceedings.

Mr. Radhakrishnan, from his side, was determined to arbitrate the dispute and filed an application under Section 8 of the Arbitration Act 1996 to the same Court of the District Munsif of Coimbatore to have the dispute referred to arbitration. Unfortunately, Mr. Radhakrishnan’s efforts failed before this first instance District Court and the later appellate High Court.

The parties’ contentions on arbitrability of the dispute

In his application to the court for a referral of the entire dispute to arbitration, Mr. Radhakrishnan relied upon Section 8 of the Arbitration Act of 1996 that states: “A judicial authority before which an action is brought in a matter, which is the subject of an arbitration agreement, shall, if a party so applies not later than when submitting his first statement on the substance of the dispute, refer the parties to arbitration.”



He alleged that the real subject matter of the dispute pending in front of the court was related to Mr. Radhakrishnan's retirement and the salary and profits due from his earlier status as partner. Since that dispute has a direct relation to the first partnership established on 7 April 2003, the issue is fully covered under the arbitration clause contained in the partnership deed. Furthermore, he repeated his grievances concerning his partners' alleged malpractices such as forging the firm's accounts. Moreover, Mr. Radhakrishnan argued that the second partnership purportedly established on 6 December 2005 was invalid due to the partners' non-compliance with the requirements under the Partnership Act.

The partners rejected Mr. Radhakrishnan's analysis of the facts and found the dispute concerning the retirement of Mr. Radhakrishnan from the partnership not within the ambit of the arbitration clause. They argued that the first partnership deed of 7 April 2003, including its arbitration clause, was inoperative and ceased to exist entirely upon the reconstitution of the partnership on 6 December 2005 due to Mr. Radhakrishnan's alleged retirement. For the current debate, however, the partners' secondary contentions were more relevant. They brought forward the argument that, whenever a case involves a claim pertaining to fraud, malpractices and/or criminal misappropriation and whenever detailed material evidence (both documentary and oral) has to be produced by either party to answer these serious questions, then the matter must be dealt with by a national court instead of an arbitrator. The partners contended in more detail that arbitrators were not competent enough to deal with matters relating to fraud and criminal misappropriation since these involve an elaborate production of evidence.

Decision by the Supreme Court

Justice Tarun Chatterjee in the Indian Supreme Court held two things. First of all, it stated that, due to the fact that the partners requested a declaration from the court stating that Mr. Radhakrishnan was no longer a partner of the firm from the moment he gave notice of his purported conditional retirement, the dispute at hand undoubtedly related to the continuation of Mr. Radhakrishnan as a partner of the firm established by the deed of 7 April 2003. Since the arbitration clause in that partnership deed mentioned that disputes concerning the termination of the partnership should be governed by arbitration, the Supreme Court "*was never in doubt that the dispute squarely fell within the purview of that arbitration clause*" For that reason, the Court confirmed that Mr. Radhakrishnan's retirement dispute was contractually arbitrable.

In the second part of the judgment, however, Justice Tarun Chatterjee considered the subject matter arbitrability of the dispute at hand and, thus, also the arbitrator's general

competence to rule in such a matter. He held that Mr. Radhakrishnan's allegations of forgery in the account books and serious malpractices on the part of the partners could not be properly dealt with by an arbitrator, but should be regarded as the exclusive jurisdiction of a national court. Due to the very burdensome activity of furthering detailed evidence from both the applicant and respondent parties in such cases, the Court found it inappropriate that an arbitrator should be the one to go into this situation.

As a possible reason for this far reaching judgment, it brought forward that it is in the benefit of the furtherance of justice that fraud and criminal allegations should only be tried in a court of law "*which would be more competent and have the means to decide such a complicated matter involving various questions*". Surprisingly enough, in reaching this judgment, the Supreme Court has only confirmed its previous case law in *Abdul Kadir Shamsuddin Bubere vs. Madhav Prabhakar Oak and Another*, [AIR 1962 SC 406] and *Oomor Sait HG Vs. Asiam Sait*, 2001 (3) CTC 269 where the reference to arbitration was also refused due to the complexity of the issue at hand and allegations of fraud. Examples of these allegations that are considered to be sufficient to block a reference to arbitration are: clandestine operation of business under some other name; issue of bogus bills; manipulation of accounts; and the carrying on of a similar business without consent of other partners.

Comment

It remains to be seen what the consequences of this judgment will entail, but it seems highly unlikely that Justice Tarun Chatterjee was suggesting that the entire dispute between parties should be barred from being dealt with by an arbitrator once one of the parties so much as hints towards allegations of fraud or criminal actions committed by the other party. Such a reading of the case would render domestic arbitration and international arbitration with a seat in India entirely impossible.

Instead, Justice Tarun Chatterjee's judgment makes more commercial sense and leaves room for both domestic and international arbitration in India if his decision on the issue of the contractual arbitrability of Mr. Radhakrishnan's retirement dispute is read separately from his decision on the issue of the subject matter arbitrability of the fraud allegations. Concerning the first issue, Chatterjee clearly states that the dispute on Mr. Radhakrishnan's retirement falls within the scope of the arbitration clause and is contractually arbitrable since it is a matter concerning the existence and validity of the original partnership deed. Concerning the second issue, Chatterjee's judgment is better understood as indicating that fraud and malpractice allegations themselves

ves should exclusively be dealt with by a state court. Such a reading of the case would permit the two disputes to be discussed separately: the retirement dispute could be referred to the arbitrator and the fraud dispute could continue in front of the Indian court.

There are several good justifications for such an interpretation that are given by Justice Tarun Chatterjee himself. First of all, the allegations of fraud that Mr. Radhakrishnan made towards his partners did not involve actions that were alleged to affect the existence of the partnership deed or the arbitration clause. Instead it alluded towards malpractice of the partners in running the firm as a business and forging financial accounts along the way. In other words, the dispute of Mr. Radhakrishnan's retirement and his allegations of malpractice are to be considered as two separate disputes in fact and in law that should be treated differently: the retirement dispute should be referred to the arbitrator since both its contractual and subject matter arbitrability are confirmed, but the fraud dispute could be barred from referral for public policy considerations. Only if Mr. Radhakrishnan had alleged that the partners' fraud caused the retirement dispute, would the court have been able to state that the retirement dispute and the allegations of fraud were both to be dealt with in front of court because of their interwoven character.

Secondly, one of the parties brought forward the case of *Haryana Telecom Ltd. vs. Sterlite Industries (India)Ltd.* [AIR

1999 SC 2354] which interpreted art. 8 of the Arbitration Act as stating that "what can be referred to the Arbitrator is only that dispute or matter which the Arbitrator is competent or empowered to decide" [emphasis added]. It leaves room for the national court to refer to arbitration those issues of a dispute for which the arbitrator is considered competent (enough) to deal with, regardless of the presence of other issues that are better dealt with in front of a national court and for which the arbitrator is not competent (enough).

Thirdly, in the end, the court refused to deal with the issues separately and barred the referral entirely. Justice Tarun Chatterjee, however, stated explicitly that his judgment to have the two disputes dealt with in front of a national court was "rather for the furtherance of justice", not for the fact that a court would be more competent than an arbitrator to deal with disputes that fell within the scope of an arbitration agreement.

Fourthly, the ultimate reason why the Supreme Court decided to combine the two issues instead of deciding on the referral of each issue separately was because of Mr. Radhakrishnan non-compliance with the formal requirements for a claim to have a dispute referred to arbitration under art. 8 of the Arbitration Act. He failed to file the original copy of the partnership deed and arbitration clause to the High Court in support of its claim.

AIA Speaks on Multi-step Dispute Resolution at University of Warsaw Conference



AIA Representative Brady Collins alongside Andrzej Kakolecki of the Polish Chamber of Commerce, speaks about the American Arbitration Association.

Multi-step dispute resolution (MSDR) is an area of constant debate with arguments founded on both theory and practice alike. The discussion draws on various fundamental issues in dispute resolution, such as conflict of interest, impartiality,

and confidentiality. Those for and against its function in the broader legal systems must confront the question of when and how multi-step processes are appropriate. In order to shed light on this matter, on the 8th of February the University of Warsaw Faculty of Law and Administration held a conference that explored the difficulties and potential benefits of multi-step dispute resolution.

The area of particular concern is whether mediation precedents are a positive addition or a waste of time. Theorists and idealists in particular find mediation essential for resolving disputes given its long history of use in pre-industrial societies and its community orientation. Proponents of MSDR favor the cooperative elements inherent in mediation. They cite its favorability in preemptively pacifying a dispute before moving to arbitration or litigation. Recent studies have shown that properly drafted MSDR clauses have often allowed disputants to negotiate through their disagreement. This is done either by themselves, through negotiation, or with the help of a neutral third party, in mediation.

Mediation precedents also act as a common signal that par-

ties entering into a contract favor a long term relationship. It is a symbolic expression of their willingness to compromise should a disagreement arise. This explains the widespread use of MSDR in in-house employment disputes, where big companies understand the risks of long lasting conflicts between employees and would much prefer that people settle themselves and continue working.

Still, the evidence supporting MSDR also illustrates the crucial importance of including proper MSDR clauses that protect parties' interests and ensure diligent proceedings. Alternative dispute resolution institutions are imperative in this regard. By incorporating the model clauses of an institution, parties can be certain that further issues are taken into account and circumvented. AIA representative Brady Collins attended the conference in Warsaw as a speaker to attest to this. As a US native, Mr. Collins spoke about MSDR under the auspices of the American Arbitration Association (AAA) and the culture of mediation in the US in general.

Mediation in the US has its roots in the legal culture of California. It dates back to the 1960s, when trial courts offered "mandatory settlement conferences." Created to foster compromise and potential early settlement, these non-adversarial precedents were the first form of a multi-step system.

Generally all cases ended up going to mandatory settlement conferences very early in the development of the California state court system. This eventually led to mediation stages in the 1980s, either mandatory or voluntary in lieu of later arbitration or litigation procedures. The culture of mediation soon spread, and it continues to demonstrate its ability to support long term contractual relationships. Today, the AAA has a recently reported that more than 85% of all disputes that went to mediation resulted in settlement.

Nevertheless, those against MSDR see non-adversarial pre-

cedents as a waste of time, and a possible complicating factor for arbitration or litigation. Multiple steps indeed leave open more room for interpretation and ambiguity, as well as plethora of potentially disruptive actions. For example, a party may purposefully delay settlement by preventing the mediation precedent from occurring.

In such instances, the settlement process may never proceed because the multi-step clauses have not been "triggered." On the other hand, a court may decide not to allow such a delay and apply their jurisdiction prematurely. This is also counterintuitive to the entire MSDR mechanism. Finally, there must be a distinct separation between the mediator and arbitrator (as in med-arb and arb-med procedures), to maintain confidentiality of information revealed during mediation.

Ultimately what Mr. Collins concluded is that enforceability of multi-step clauses must only be applied on a case-by-case basis, depending entirely on how the contractual terms are written. Institutional providers are essential because mediation agreements are not necessarily enforceable.

Guidelines such as a limited amount of time spent during arbitration precedents, a specified number of sessions, a list of participants, or a form of mediation pursuant to specified rules of a particular ADR institution must be established. The success of MSDR under the AAA maintains this. And, in light of the recent EU Commission directive 2008/52/EC, the use of mediation in other parts of the world is sure to grow in leaps and bounds.

For multi-step dispute resolution it may prove a daunting task given the cultural differences inherent in international disputes. Still, the world of international business would surely benefit from the opportunity to preemptively pacify a dispute and achieve resolutions not competitively, but diplomatically.

Latin American Conference on Arbitration 2010

On the 10th and 11th of June, the II Latin American Conference on Arbitration will be held in the city of Asunción, organized by the CEDEP (www.cedep.org.py), with the support of the American Association of Private International Law (www.asadip.org).

Following, on June 12th, at noon, a meeting will take place, regarding "Contemporary Management Issues in International Arbitration and Dispute Resolutions Practices", organized in association with The Law Firm Management Committee of the International Bar Association, and whose

agenda and direction will be in charge of Norman Clark, Head of the Law Firm Management Committee of the IBA.

Likewise, on Saturday 12 a "pre-moot" will be held, for Latin American students, organized jointly with the Moot Madrid 2010, (<http://www.mootmadrid.es>), with the support of the Willem C. Vis International Commercial Arbitration Moot of Vienna.

In June 2009, The I Latin American Conference was organized in Asunción, activity that had great global impact, and which counted with the participation of more than thirty arbitrators of global and regional prestige, over an audience of a thousand people. We hope



the 2010 encounter will also be memorable, and even overcomes the last year's success.

In this year's Conference themes regarding commercial and investment arbitration will be addressed, for the purpose of updating concepts, regulations and arbitral practices and bring them to discussion to the hands of arbitrators, academics and lawyers with experience on international arbitration.

Main reference points on arbitration, regional and worldwide renowned, have confirmed their participation, offering Latin American jurists the possibility to share and discuss with them relevant themes concerning this area. Among them, we can mention AIA members and other jurists such as: José María Alonso Puig (Spain), Paul Arrighi (Uruguay), José I. Astigarraga (USA), Pedro A. Batista Martins (Brazil), George A. Bermann (USA), João Bosco Lee (Brazil), Roque Caivano (Argentina), Fernando Cantuarias Salaverry (Peru), Virginie A. Colaiuta (France), Cristian Conejero Roos (France), Lauro da Gama Jr. (Brazil), Yves Derains (France), Antonias Dimolitsa (Greece), Gonzalo Fernández (Chile), Diego P. Fernández Arroyo (Argentina), Emmanuel Gaillard (France), Alejandro Garro (Argentina), Katherine González Arrocha (Panama), James A. Graham (Mexico), Eduardo Grebler (Brazil), Osvaldo Guglielmino (Argentina), Eugenio Hernández-Bretón (Venezuela), Gabrielle Kaufmann-Kohler (Switzerland), Carlos Lepervanche (Venezuela), Valeria Macchia (Argentina), Juan Manuel Marchán (Ecuador),

Pedro Martínez-Fraga (USA), Loukas Mistelis (United Kingdom), Patricia Nacimiento (Germany), Luca Radicati di Brozolo (Italy), Julio C. Rivera (Argentina), Roger Rubio Guerrero (Peru), Andrea Saldarriaga (Colombia), Eduardo Silva Romero (France), Ignacio Suárez Anzorena (USA), Eduardo Zuleta (Colombia). Other distinguished specialists will confirm their presence soon.

Concerning the organizers, it is worth mentioning that the CEDEP has organized events with major universities and with main points of reference, globally and regionally, on legal matters, leaders on their respective specializations. The ASADIP, for its part, brings together leading specialists in the field of Private International Law (which integrates international commercial arbitration) of the continent.

For more information about the program, the participants, please visit our web site:

www.cedep.org.py/arbitraje

¡We will be waiting for you!

The ICSID Caseload

ICSID has made available statistics about its caseload, historically and for 2009. The document includes: i) the number of cases registered under the ICSID Convention and Additional Facility Rules; ii) the basis of consent invoked to establish ICSID jurisdiction in registered cases; iii) the geographic distribution of all ICSID cases by State party involved; iv) the distribution of all ICSID cases by economic sector; and v) the nationality and geographic region of arbitrators, conciliators and ad hoc committee members appointed in ICSID cases, among other important aspects. Next, some of this data will be considered.

Cases Registered by ICSID

Initially, the statistics refer to the number of cases registered from 1972 to 2009. This amounts for a total of 305 cases. The boost of investment arbitration is quite significant if we analyze the data of the last three decades. In the 1980s, the number of cases was 17 in total with an average of 1 to 2 cases per year. In the 1990s, the number of cases was 43 in total at an average of 4 to 5 cases per year and an increase of 252% in comparison with the previous decade. In the 2000s, the number of cases went up to 236. This was an average of 23 to 24 cases per year and an increase of 548%

compared with the 1990s. In the year 2009, the average number of cases was consistent at 25 per year.

Basis of Consent Invoked to Establish ICSID Jurisdiction

The main five legal sources to invoke ICSID jurisdiction in the different cases were Bilateral Investment Treaties (BITs), Investment Contracts between the Investor and the Host-State, Investment Law of the Host-State, Energy Charter Treaty (ECT) and North America Free Trade Agreement (NAFTA). Historically, BITs represented 62%, Investment Contracts 22%, Investment Law 5%, ECT 5% and NAFTA 4%. In the year 2009, BITs represented 64%, Investment Contracts 18%, Investment Law 4%, and ECT 7%. It is worth noting that the Dominican Republic-United States-Central American Free Trade Agreement replaced NAFTA on the list with 7%.

Geographic Distribution of ICSID Cases by State Party Involved

In what part of the world are the States involved in ICSID's disputes? Historically, we found 6 regions which account for the 93% of the disputes. The regions were classified according to the World Bank's regional system. In



order, we found South America (30%), Eastern Europe and Central Asia (22%), Sub-Saharan Africa (16%), Middle East and North Africa (10%), South and East Asia (8%) and Central America and the Caribbean (7%). However, the order and numbers changed in the last year. In fact for the year 2009, Eastern Europe and Central Asia led the list with 28%, followed by Central America and the Caribbean with 20%. Next, Middle East and North Africa appeared jointly with South America with 16% each and, in sixth place, South and East Asia with 8%.

Distribution of ICSID Cases by Economic Sector

Which are the resources and economic activities involved in investment arbitration? The statistics provide a clear picture about which industries have triggered the use of ICSID by investors. The classification was based on the World Bank's sector codes. The main industries are oil, gas and mining with 25%, electric power and other energy with 13%, transportation with 11%, water, sanitation and flood protection with 8%, finance with 8% and construction with 7%. For the year 2009, the top industries remained leaders but there were changes in the lower figures. The first four places are for oil, gas and mining with 24%, electric power and other energy with 16%, transportation with 16% and finance with 8%. However, tourism and agriculture increased from their historical numbers to 8% each.

Distribution of Appointments by Geographic Region and Nationality

What about the nationality of the arbitrators, conciliators and ad hoc committee members? The statistics considered the number of appointments made in total since 1972 until December 2009 and the data was organized by regions according to the World Bank's classification. Historically, the appointments have included people from Western Europe with a total of 48%, North America with 23%, South America with 10%, South and East Asia with 8% and Middle East and North Africa with 6%. In the case of Western Europe, the five most favored nationalities were French (106 appointments),

British (94 appointments), Swiss (70 appointments), Spanish (45 appointments) and Italians (31 appointments). However, if we consider nationalities outside this region US nationals come to the top of the list with a total of 120 appointments.

For the year 2009, Western Europe came first with 39%, followed by North America with 21%. Next, it was South and East Asia with 12%, South America with 11% and Middle East and North Africa with 9%. On the list of nationalities in Western European, the fourth and fifth places changed to Swedish and Belgian respectively.

Trends

The cases registered by ICSID have increased in number if the average per decade is considered. This will continue to be the case if BITs and Investment Contracts are the main legal instruments to regulate and protect foreign investment and there are resources which represent the sustainability and expansion of countries and industries.

While historically South America has been the region with more State Parties involved in ICSID cases, the year he trend in 2009 put Eastern Europe and Central Asia on the top of the list. Also, Central America and the Caribbean, the Middle East, and North Africa increased their participation in disputes registered by ICSID. This may mean that in the near future, the map of investment disputes will move its axis to other regions of the world.

Finally, the nationality of arbitrators, conciliators and ad hoc committee members could be more diverse in the future. Last year, around 10% of the appointments moved from Western Europe and North America to other regions of the world.

The Statistics are available on this website:

<http://icsid.worldbank.org/ICSID/FrontServlet?requestTy-pe=ICSIDDocRH&actionVal=ShowDocument&CaseLoadStatistics=True&language=English>

New Postgraduate degree in International Business Arbitration at VUB

AIA and the Free University of Brussels are currently working together to create a one-year post graduate degree in International Commercial Arbitration. This intellectually challenging program will focus on all the different dimensions of International Business Arbitration. It will enable students to critically consider present arbitration practices and make novel propositions for change. In order to apply, students must hold a degree of law (bachelor or master) and be fluent in English. The tuition fee is 4,800 per student.

The yearlong degree program will comprise of courses on: International Commercial Arbitration, Special Institutions

and Cases, International Business Law, International Economic Law, International Trade and Investment Dispute Settlement, Comparative Commercial and Arbitration Law, Alternative Dispute Resolution, Negotiation, a Moot Arbitration Exercise, as well as a final thesis. Students will be able to: understand procedural and substantive rules of international arbitration, communicate effectively among involved parties in International Arbitration, understand the commonly accepted usages of International Arbitration terms and practices, harness the skills required of an arbitrator, the skills required of counsel in arbitration proceedings, draft through the precise arbitration agreements; carry out research on arbitration globally, and discuss practical issues of international arbitration with bankers,



entrepreneurs, lawyers, and judges.

Given the ever-growing importance of alternative dispute resolution in today's business world, it is important that legal professionals have a sound understanding of the contemporary issues, as well as the potential future for the field of international arbitration. The VUB postgraduate will maintain this, by granting successful students a degree of the highest professional standard. Students will have developed and enhanced skills to work as arbitrators, arbitration counsel, in-house dispute resolution specialists, and legal counsel within Government. The quality of the classes delivered, the networking events, and the field work opportunities provided will ensure that graduates of this degree effectively access high caliber jobs.

As this project develops further, details and updates will be available on our website:

www.arbitration-adr.org

CALL FOR PAPERS:

AIA Conference on Most Favored Nation Treatment

As you may recall from the AIA newsletter at the end of 2009, the AIA has established an Investment Arbitration Working Group that seeks to promote and focus the AIA's dissemination of issues relevant to the practice of investment arbitration. Currently, the group is organizing a conference to be held in Brussels on 22 October 2010 on "The Most Favored-Nation Treatment of Substantive Rights."

The operation and effect of the Most-Favored-Nation (MFN) clause has recently been the subject of considerable attention in the context of jurisdictional rights. However, relatively less attention has been afforded to the MFN clause's operation vis-a-vis substantive rights. In anticipation of the October conference, we would like to offer a request for paper proposals to all AIA members. We are looking for a series of papers that draw from both professional and academic worlds and from varying areas of expertise. Thus, we encourage AIA members of all backgrounds to submit a proposal. Please submit all proposals before 1 April 2010.

In addition, the AIA Investment Arbitration Working Group (and indeed, the October 2010 conference) will focus on other contemporary issues. It is our hope that this will result in some original and definitive publications on the topic.

The authors of the chosen submissions will then be invited to present a short version of their work at the AIA conference on 22 October 2010 in Brussels. We believe that by approaching the topic from a variety of different perspectives— from substantive rights to contemporary issues—the conference and resulting publication will be commendable scholarly additions to the field of investment arbitration.

The proposed structure of the conference is as follows:

Session 1: The establishment of Treaty protection and the MFN network -- the State perspective.

This session will comprise speakers from developed and developing states, as well as representatives from international organizations.

Session 2: MFN treatment -- the practitioner's and arbitrator's perspective.

This session will comprise speakers who have acted as counsel or arbitrator in some of the leading cases, as well as academics of note.

Session 3: Contemporary issues in Investment Arbitration (Symposium).

This session will adopt a symposium format whereby delegates will be able to pose questions to the conference, and discuss issues of relevant to today's practice of investment arbitration.

Again, we kindly invite anyone interested to send us their submissions which we will then consider for inclusion in the conference. If accepted, transportation costs of participants will be covered by the AIA.

Please send submissions to the following email address:

events@arbitration-adr.org

We look forward to reading your papers!