MAYER·BROWN

Global International Arbitration Update

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Firm Updates

LEADING INTERNATIONAL ARBITRATION LAWYER YU-JIN TAY JOINS MAYER BROWN JSM AS A PARTNER IN SINGAPORE

2 March 2017: Mayer Brown JSM announced that Yu-Jin Tay joined the firm as a Singapore-based partner in its International Arbitration group. Mr. Tay joins with two arbitration associates who focus on international arbitration and was formerly at DLA Piper, where he served as co-chair of that firm's international arbitration group from 2013 to 2016. Mr. Tay is well-known among leading practitioners on the international arbitration circuit, particularly in Asia. For most of the past decade, he has been consistently ranked as a leading arbitration practitioner in major peer-reviewed directories such as the International Who's Who of Commercial Arbitration (since 2010), Chambers Asia Pacific (Asia Pacific, Singapore, Korea and Indonesia) and Legal 500 Asia Pacific.

MAYER BROWN PARTNER B. TED HOWES NAMED A 2017 ADR CHAMPION BY THE NATIONAL LAW JOURNAL

7 June 2017: Mayer Brown announced that the head of the US International Arbitration practice B. Ted Howes (New York) was named a 2017 "ADR (Alternative Dispute Resolution) Champion" by The National Law Journal (NLJ). The list recognizes those who have shown a deep passion and perseverance in the practice of ADR, "having achieved remarkable successes along the way."

MAYER BROWN RECEIVES FIRST-TIME RANKING FOR INTERNATIONAL ARBITRATION IN THE LEGAL 500 USA 2017

26 June 2017: Legal 500 USA ranked our International Arbitration practice for the first time in Tier 4. The Legal 500 recognised our team for being '*focused and commercially aware*' and stated that we '*think strategically and is several moves ahead*'. They also highlighted that the '*deep bench of top-notch lawyers*' is led by B. Ted Howes in New York and that Houston-based Michael Lennon is 'very experienced'.

Legal Updates

NEW STOCKHOLM CHAMBER OF COMMERCE RULES COME INTO FORCE

1 January 2017: The Arbitration Institute of the Stockholm Chamber of Commerce has introduced a number of changes to its Arbitration Rules and Rules for Expedited Arbitrations. The changes include the introduction of a summary procedure and general amendments to streamline its proceedings.

Under the 2017 SCC Rules, the possibility to consolidate and join additional parties to arbitrations have been increased. A new case management tool (the "summary procedure") for the determination of factual or legal issues has been introduced. The summary procedure can be used at any time during the proceedings in cases when a party presents manifestly unsustainable allegations of fact or law or claims that are unfounded under the applicable law. Other innovative changes have also been made in order to make the resolution of complex disputes by way of arbitration more efficient.

SECURITIES AND EXCHANGE COMMISSION APPROVES AMENDMENTS TO THE CUSTOMER AND INDUSTRY CODES OF ARBITRATION PROCEDURE REGARDING REQUIRED USE OF THE DISPUTE RESOLUTION PARTY PORTAL

3 January 2017: In the United States, the Financial Industry Regulatory Authority (FINRA) announced that the Securities and Exchange Commission approved amendments to the Customer and Industry Codes of Arbitration Procedure (Codes) to require all parties, except customers who are not represented by an attorney or other person (*pro se* customers), to use the FINRA Office of Dispute Resolution's Party Portal (Party Portal) to file initial statements of claim and to file and serve most pleadings and other documents on FINRA or any other party. FINRA is also amending the Code of Mediation Procedure (Mediation Code) to permit mediation parties to agree to use the Party Portal to submit and retrieve all documents and other communications.

The amendments were effective for all cases filed on or after 3 April 2017.

SINGAPORE PASSES LAW TO LEGALISE THIRD-PARTY FUNDING OF INTERNATIONAL ARBITRATION AND RELATED PROCEEDINGS

10 January 2017: The Singapore Parliament passed the Civil Law (Amendment) Bill 38/2016 (the "Bill") into law in Singapore, approving the proposed legislative amendments to introduce a legal framework for third party funding (TPF) in international arbitration in Singapore.

With these changes in the law, Singapore will become a more attractive forum for parties to have their disputes heard, as the option of third-party funding allows them to mitigate the risks of litigation, manage cash flow and pursue meritorious claims that they might otherwise not be able to pursue without sufficient funding.

THE THAI ARBITRATION INSTITUTE'S RULES 2017 EXPLAINED

31 January 2017: The 2017 Rules (the "2017 Rules") of the Thai Arbitration Institute ("TAI") came into force, introducing much needed changes to the way arbitrations will be conducted in Thailand. By replacing the 2003 Rules, the 2017 Rules aim to improve the efficiency and predictability of TAI administered arbitrations. Implementation of the new rules should be welcomed by users of arbitration in Thailand since the 2017 Rules seek to address certain procedural gaps which were often abused (or taken advantage of) by uncooperative parties. The 2017 Rules will apply by default, unless otherwise agreed by the parties, to all arbitrations commenced under the TAI's auspices after 31 January 2017.

With the changes to its Rules, the TAI appears to be making a conscious effort to address some of the historic perceived weaknesses of conducting arbitrations in Thailand, particularly in an increasingly international and competitive marketplace. The introduction of various practical improvements are all welcomed as positive developments. However, it remains to be seen if parties not wishing to cooperate in an arbitration will continue to abuse the rules to their advantage. Success of these introductions will largely be judged on how effectively the TAI interprets, administers and enforces the 2017 Rules. That said, the 2017 Rules are likely to be welcomed by business users desiring more efficient resolution of disputes in Thailand.

QATAR'S NEW ARBITRATION LAW

16 February 2017: Qatar issued a new Arbitration Law in Civil and Commercial Matters which applies to all new arbitrations initiated in the country as of 13 March 2017, as well as those that are currently ongoing. The law has introduced reforms in a number of areas, including new rules relating to the enforceability of arbitration agreements, and it adds clarity regarding the nullification and enforcement of arbitral awards.

This supersedes the arbitration chapter contained in Qatar's Code of Civil and Commercial Procedure and is largely based on the UNCITRAL Model Law, which is internationally recognised and widely used by many States as the basis of their own arbitration law. The new law is a way to prompt additional growth of international arbitration in the Middle East and the Gulf, and encourages investors to do business in the region.

NEW VIETNAM INTERNATIONAL ARBITRATION CENTRE RULES 2017

1 March 2017: The new arbitration rules of the Vietnam International Arbitration Centre (VIAC) entered into force on 1 March 2017 and replaced the previous 2012 edition.

The three highlights worth noting include the provisions on multiple contracts (Article 6), consolidation of arbitrations (Article 15) and expedited procedure (Article 37). Overall, these three new provisions involve disputes arising out of separate legal relationships and help each of the parties involved save time and keep costs down.

The release of the 2017 Rules is intended to improve arbitral proceedings, as well as the quality of the arbitration service at the Vietnam International Arbitration Centre in particular and in Vietnam in general. This is expected to facilitate both domestic and foreign enterprises in their business activities and fair competition.

MAJOR AMENDMENTS TO THE ICC RULES HAVE ENTERED INTO FORCE

1 March 2017: The latest version of the ICC's Note to Parties and Arbitral Tribunals came into force and contains many important new features. The changes in the ICC Rules can be grouped into two main axes. Firstly, the ICC Court intends to increase the efficiency and transparency of ICC arbitrations. Secondly, the Rules have incorporated the Expedited Procedure Rules, which will automatically apply to all arbitrations with amounts in dispute below US$2 million and to cases involving higher amounts on an opt-in basis. Finally, it is worth noting that some modifications have been made concerning the costs of ICC proceedings, which have applied since 1 January 2017.

ROMANIA TO TERMINATE ITS INTRA-EU BILATERAL INVESTMENT TREATIES

21 March 2017: The Romanian Parliament referred for promulgation to its President a law approving the termination of investor-protection treaties with other EU members. The legislation for terminating 22 intra-EU BITs was enacted as a consequence of the commencement of infringement proceedings by the European Commission on 18 June 2015 against five EU Member States, including Romania, requesting them to terminate all intra-EU BITs.

ESTABLISHMENT OF A MULTILATERAL INVESTMENT COURT FOR INVESTMENT DISPUTE RESOLUTION

April 2017: In 2014, the EU launched a public consultation on the EU's approach to investment protection and investment dispute settlement in the EU-US Transatlantic Trade and Investment Partnership (TTIP). The idea of multilaterally reforming the investment dispute settlement system has been subsequently supported by the European Parliament and Member States.

In April 2017, The European Commission published the consultation responses on the latest public consultation on the policy and the options for multilateral reform, including the possible establishment of a permanent multilateral investment court. Click here to review the responses from the consultation.

GERMAN ARBITRATION INSTITUTION INITIATES A REVISION OF ITS RULES

April 2017: The German Arbitration Institution (Deutsche Institution für Schiedsgerichtsbarkeit, the "DIS") is currently undertaking revision of its rules and is consulting widely among the German and international arbitration community before publishing draft rules. The new rules are expected to come into force in the second half of 2017.

ICC LAUNCHES NEW ONLINE RESEARCH TOOL: ICC DIGITAL LIBRARY

20 April 2017: The International Chamber of Commerce (ICC) launched the ICC Digital Library, which allows access to their collection of reference materials to promote research and learning. The digital library allows users to quickly browse through statistical reports of cases administered by the ICC and the International Centre for ADR and discover the ICC's official opinions on key matters of interest from their policy commission experts.

LONDON MARITIME ARBITRATORS ASSOCIATION TERMS 2017

1 May 2017: The London Maritime Arbitrators Association (LMAA) Terms 2017 came into force on 1 May 2017 and apply to all LMAA arbitrations commenced on or after that date.

The revisions of the LMAA Terms, LMAA Small Claims Procedure and LMAA Intermediate Claims Procedure have been made by a committee of experienced arbitrators under the chairmanship of David Owen QC and follow extensive consultation with users. The changes are designed to ensure that the Association's procedures are maintained in line with current and best practice to ensure an efficient resolution of disputes referred to LMAA arbitration in London.

ICC OPENS IN SÃO PAULO

3 May 2017: The ICC International Court of Arbitration announced it is to expand its operations in Latin America through the launch of a new case management team based in the Brazilian city of São Paulo. The new team will operate in conjunction with the court's Iberian/Latin American team based at the ICC headquarters in Paris.

ICSID IDENTIFIES SIXTEEN TOPICS FROM RULES AMENDMENT CONSULTATION

8 May 2017: Following a consultation with its 153 member-states, the International Centre for Settlement of Investment Disputes (ICSID) has identified 16 areas where the Centre could update its arbitration rules. ICSID plans to prepare a series of background papers in early 2018 to assist States and others to evaluate potential amendments in all sixteen areas. According to ICSID, "these background papers will explain the basis for a proposed change, note relevant considerations, and suggest the potential wording or structure of amendments."

ECUADOR FORMALLY TERMINATES REMAINING BILATERAL INVESTMENT TREATIES

16 May 2017: President of Ecuador, Rafael Correa, formally terminated the country's remaining bilateral investment treaties ("BITs"). President Correa signed a series of decrees formally terminating 16 BITs that Ecuador had concluded with Argentina, Bolivia, Canada, Chile, China, France, Germany, Italy, the Netherlands, Peru, Spain, Sweden, Switzerland, the United Kingdom, the United States and Venezuela. The terminations come after a decade in which the state has faced a wave of investor-state arbitration claims.

LONDON CHAMBER LAUNCHES ARBITRATION SERVICE

17 May 2017: The London Chamber of Commerce and Industry (the "LCCI") has launched a new arbitration service to offer members and other businesses an in-house service rather than acting as a referral point. The London Chamber of Arbitration resurrects a historical role for the LCCI as it traditionally played a major role in the provision of arbitration facilities for its members and those who had inserted appropriate arbitration clauses in their contracts.

AUTOMATIC OPT-IN TO DOMESTIC ARBITRATION UNDER HONG KONG ARBITRATION ORDINANCE EXPIRES

1 June 2017: It is six years since Hong Kong's Arbitration Ordinance (Cap. 609) came into effect on 1 June 2011. One of the objectives of this Ordinance was to create a unified regime based on the UNCITRAL Model Law by eliminating the distinction between the domestic and international arbitration regimes which previously existed under the then Arbitration Ordinance (Cap. 341). To assist, a grace period permitted parties to automatically opt into the domestic regime by simply stating in their arbitration agreements that an arbitration was a 'domestic arbitration'. This grace period has now expired.

Parties to an arbitration agreement concluded on or after 1 June 2017 who wish to use any provision that only applies to the former domestic regime under repealed Arbitration Ordinance (Cap.341) will be required to expressly opt-in the relevant provisions pursuant to section 99 of the current Arbitration Ordinance.

KUALA LUMPUR REGIONAL CENTRE FOR ARBITRATION RULES 2017

1 June 2017: The Kuala Lumpur Regional Centre for Arbitration ("KLRCA") published the 2017 version of the KLRCA Arbitration Rules (the "Rules"), making them more user-friendly, and in many ways bringing the Rules up-to-date with the arbitration rules of other institutions. The 2017 Rules will apply to all arbitrations and emergency arbitrations under the KLRCA Rules that are commenced on or after 1 June 2017, unless the parties agree otherwise.

HONG KONG CLARIFIES THAT INTELLECTUAL PROPERTY RIGHTS ARE ARBITRABLE

14 June 2017: The Hong Kong Government has passed legislation to clarify that all disputes relating to the enforceability, infringement, subsistence, validity, ownership, scope and duration of intellectual property ("IP") rights can be resolved by arbitration, and that it is not contrary to public policy to enforce arbitral awards involving IP rights. This development matches other major arbitration centres which have already adapted their rules to expressly cater for IP disputes.

The Arbitration (Amendment) Ordinance will come into force on 1 January 2018, and amends the Arbitration Ordinance (Cap.609) to include a broad definition of IP rights. These are patents, trade marks, geographical indications, designs, copyrights or related rights, domain names, lay-designs, plant variety rights, rights to confidential information, trade secrets or know-how, rights to protect goodwill by way of passing off or similar actions against unfair competition or any other IP rights of whatever nature. It also includes all registered and unregistered rights whether or not subsisting in Hong Kong.

The new legislation includes a provision clarifying that an award relating to IP rights does not cover a licensee (whether or not an exclusive licensee) who is not a party to the arbitration proceedings. However, this does not affect any right or liability between a third party licensee and a party to the arbitration proceedings arising in contract or by operation of law.

Arbitration proceedings and awards involving IP rights will be confidential.

HONG KONG PASSES THIRD PARTY FUNDING BILL FOR ARBITRATION

14 June 2017: The Hong Kong government has passed legislation to expressly allow for third party funding of arbitration and mediation. The Arbitration and Mediation Legislation (Third Party Funding) (Amendment) Ordinance is expected to come into force later this year. It will amend the Arbitration Ordinance (Cap. 609) and the Mediation Ordinance (Cap. 620) so that the common law torts of champerty and maintenance do not apply to third party funding of arbitration or mediation. This development is in keeping with Hong Kong's efforts to maintain its status as an attractive seat for international dispute resolution.

Some key points in the new law to highlight include:

- In addition to arbitration and mediation proceedings seated in Hong Kong, services provided in Hong Kong (such as legal work by lawyers) for arbitrations and mediations outside of Hong Kong are also covered;
- Related court proceedings and proceedings before emergency arbitrators and mediators are also covered; and
- The definition of 'third party funder' extends to lawyers and law firms, but not if they are not acting for any party to the proceedings.

The new law is silent as to whether tribunals should have the power to award costs against a third party funder. In line with the recommendations of the Law Reform Commission of Hong Kong's October 2016 report, this issue will be considered in the three year period following the implementation of the new law.

A consultation process is now underway to develop a code of practice which third party funders will be ordinarily expected to comply with.

PERMANENT COURT OF ARBITRATION SIGNS COOPERATION AGREEMENT WITH MUMBAI CENTRE FOR INTERNATIONAL ARBITRATION

26 June 2017: A cooperation agreement was concluded between the Permanent Court of Arbitration ("PCA") and the Mumbai Centre for International Arbitration ("MCIA"). The agreement establishes a framework for the two organisations to work together towards the promotion of arbitration as a means for the peaceful settlement of international disputes. In addition, it formally recognises the benefits of cooperation among international arbitral institutions.

PERMANENT COURT OF ARBITRATION SET TO OPEN IN SINGAPORE

25 July 2017: The Permanent Court of Arbitration ("PCA") announced it is set to open an office in Singapore to administer hearings in the city-state.

Members of Singapore's law ministry and the PCA signed a host country agreement to establish the staffed office in a ceremony at Singapore's Supreme Court. It will be the PCA's second office outside The Hague, where it has its main headquarters in the Peace Palace.

ICC TO OPEN IN ABU DHABI

26 July 2017: The ICC International Court of Arbitration announced it will be opening an office in the United Arab Emirates' capital, Abu Dhabi, to serve the Middle East and North Africa.

The "representative office" will be located in a new state-of-the-art international arbitration hearing facility that has been established in the Abu Dhabi Global Market financial freezone, to be known as the ADGM Arbitration Centre.

ABU DHABI GLOBAL MARKETS TO OPEN IN AL MARYAH ISLAND

27 July 2017: Abu Dhabi Global Market announced it has plans to open an arbitration hearing centre on Al Maryah Island by 2018.

The announcement comes after the ADGM reached an agreement with the ICC International Court of Arbitration regarding the latter's launch of its Middle East representative office in ADGM.

The centre, expected to be fully operational by the first quarter of next year, will feature facilities for arbitration hearings that will be made available to all parties seeking dispute resolution services.

Case Law Updates

ENFORCEMENT OF ICSID AWARD STAYED BY THE ENGLISH COURTS UNTIL THE EU COURTS HAVE RULED ON THE LEGALITY OF ENFORCEMENT

26 January 2017: In *Ioan Micula, Viorel Micula and others v Romania (ICSID Case No. ARB/05/20)*, the English High Court put the interplay between the enforcement of ICSID arbitral awards and EU law under the spotlight. The case was an application from Romania to set aside the registration of an ICSID award made against it (and in favour of the Micula brothers (the "Claimants")) under the Sweden-Romania BIT (the "Award"), on the grounds that: (i) Romania had paid the Award in full (however this was found to be inaccurate on the facts of the case); and/or (ii) the High Court should refuse recognition of the Award in light of the EU Commission's decision that any monies paid by Romania pursuant to the Award would constitute 'unlawful State aid', thus contravening the EU's general restriction on State aid. The Claimants applied to the General Court of Justice of the EU (CJEU) to have the Commission's decision annulled; in the alternative, Romania contended that (iii) the High Court should order a stay of any enforcement proceedings until the Claimants' Annulment Application has been determined by the CJEU.

The High Court handed down an important judgment addressing the intersection of a State's public international law obligations in investment treaty arbitration and its obligations under European Union law. Mr Justice Blair stayed enforcement of the Award on the basis that the High Court could not, under its EU law obligations, enforce such an award in circumstances where the European Commission had prohibited Romania from making any payment under the Award to the Claimants, and a challenge to that decision was pending before the CJEU. This judgment is important as it is the first time enforcement of an ICSID award has been stayed by the English courts for these reasons. Mr Justice Blair pointed out that staying enforcement did not conflict with the 1966 Act/ICSID obligations because those obligations gave an ICSID award the same status as a domestic judgment; and enforcement of a domestic judgment would have also been stayed in these circumstances. In June 2017, a permission to appeal the January decision was granted.

ENGLISH COMMERCIAL COURT DOES NOT HAVE POWER TO MAKE ORDERS UNDER S.44 ARBITRATION ACT 1996 AGAINST NON-PARTIES TO ARBITRATION AGREEMENTS

27 January 2017: In *Dtek Trading SA v (1) Sergey Morozov (2) Incolab Services Ukraine LLC* [2017] EWHC 94 (Comm) the claimant (Dtek) applied for permission to serve an arbitration claim form out of the jurisdiction on the defendants (Morozov & Incolab) in Ukraine. The application arose during an ongoing arbitration between the claimant and another company. The defendants were not parties to the arbitration, but the claimant wanted to seek an order under the Arbitration Act 1996 s.44(2)(b) (the "Act"), requiring them to preserve and allow inspection of a particular document for use in the arbitration.

The issue was whether the court had the power and discretion to order service of the proceedings against third parties outside the jurisdiction under the Act, and whether permission to serve out of the jurisdiction could therefore be given against non-parties under CPR r.62.5(1)(b).

It was held that the court did not have power to make orders under the Act against non-parties to arbitration agreements. For that reason, it could not grant permission to serve proceedings out of the jurisdiction against non-parties under CPR r.62.5(1)(b). Instead, parties who were seeking disclosure of evidence from third parties outside the jurisdiction should seek a letter of request under the Act.

ENGLISH COMMERCIAL COURT CONFIRMS FRAUD DOES NOT ALWAYS "UNRAVEL ALL"

17 February 2017: In *Sinocore International Co Ltd v RBRG Trading (UK) Ltd [2017] EWHC 251 (Comm)*, the English Commercial Court granted permission for the enforcement of a Chinese arbitral award despite allegations that the transaction in question had been "tainted" by fraud. The fraudulent action of one of the parties did not prevent it from pursuing a claim for a separate breach of a lawful contract which had caused its loss.

The current position under English case law is that a claimant who presents fraudulent documents is not necessarily prevented from bringing other lawful claims in relation to a lawful transaction generally, just because the opposing party alleges that the transaction is "tainted" by fraud. The Judge in this case stated that to permit such an argument to succeed would introduce uncertainty and undermine party autonomy.

In any event, the Judge determined that it was not appropriate or permissible for the English court to decide whether the arbitral tribunal was wrong as a matter of Chinese law, and that the public interest in the finality of valid arbitration awards "clearly and distinctly outweighs" any allegation that the otherwise lawful transaction had been "tainted". Concluding that it would not be contrary to English public policy to do so, the Judge granted permission for the award to be enforced. This decision illustrates that fraud does not necessarily "unravel all", and maintains the position of the English courts that there is a strong presumption in favour of enforcing New York Convention arbitral awards, which will only be set aside on the grounds of public policy in very limited and exceptional circumstances.

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT ADDRESSES THE ENFORCEMENT OF ARBITRATION AWARDS AGAINST THIRD PARTIES

2 March 2017: In *CBF Industria De Gusa S/A v. AMCI Holdings, Inc.*, the United States Court of Appeals for the Second Circuit ("Second Circuit") addressed the enforcement of arbitration awards against third parties, holding that an award can be enforced against alter-egos of an award-debtor. In 2008, Steel Base Trade, AG ("SBT") entered into contracts for the purchase of pig iron. After SBT stopped performing under the contracts, the sellers ("Sellers") initiated an arbitration against it, ultimately obtaining an award of nearly $50 million. Meanwhile, according to Sellers, two SBT principals had made SBT judgment proof by, *inter alia*, transferring nearly all of SBT's business operations, assets and liabilities to a new company, Prime Carbon GmH ("Prime Carbon"). Sellers filed an enforcement action in the U.S. District Court for the Southern District of New York ("S.D.N.Y.") not against SBT, but against the principals, Prime Carbon, and other successors-in-interest.

The Second Circuit found that the award could be enforced against these non-parties as alter-egos of the defunct award-debtor. It reasoned that, because the New York Convention provides for the enforcement of arbitration awards "in accordance with the rules of procedure of the territory where the award is relied upon" the enforcing jurisdiction's applicable laws govern issues of enforcement. The court remanded the case to the S.D.N.Y. for a determination of whether the non-parties were alter-egos of SBT under the S.D.N.Y.'s applicable laws.

ENGLISH COMMERCIAL COURT HELD A RULING ON A JURISDICTIONAL DISPUTE

8 March 2017: In *Ruby Roz Agricol LLP v Kazakhstan [2017] EWHC 439 (Comm)* the English Commercial Court held that a UNCITRAL arbitration tribunal had been correct to conclude that it did not have jurisdiction in a dispute between the claimant company and the Republic of Kazakhstan.

The company and Kazakhstan were parties to a contract concerning the provision of investment incentives. The contract was governed by the laws of Kazakhstan and stated that disputes would be referred to the Kazakh courts, or to "*various foreign arbitral bodies, if the interests of a foreign investor are affected*". The company, defined as the "investor" under the contract, gave notice to commence arbitration against Kazakhstan. The arbitral tribunal ruled that it had no jurisdiction, and the company challenged that decision under s.67 Arbitration Act 1996.

Knowles J held, applying principles of contractual interpretation under Kazakh law, that although the company was defined to mean "investor" under the contract, the company was not "foreign" as it had been established under the laws of Kazakhstan. Foreign participation in the company did not make the company a "foreign investor" for the purposes of the contract. The Court also held that the company's investment under the contract was not within the definition of "foreign investments" under Kazakh Foreign Investments Law, which, if so held, would have provided a mechanism to engage in arbitration. Thus, the Court affirmed that the tribunal did not have jurisdiction under the contract or under Kazakh Foreign Investments Law.

ICSID TRIBUNAL RULES ON JURISDICTION IN RESPECT OF CLAIMS ARISING UNDER THE KAZAKHSTAN-UZBEKISTAN BILATERAL INVESTMENT TREATY

8 March 2017: In *Vladislav Kim and others v Republic of Uzbekistan (ICSID Case No. ARB/13/6)*, twelve partners of a Kazakh private equity group issued an ICSID claim against the Government of the Republic of Uzbekistan relating to their interests in cement plants in Uzbekistan. The tribunal was required to rule on four objections brought by Uzbekistan regarding the legitimacy of the tribunal hearing the case.

The tribunal rejected Uzbekistan's objections regarding the nationality of two of the private equity group partners, finding that the possession of Kyrgyz citizenship in the case of one partner, and the later termination of Kazakh citizenship in the case of the other, did not raise doubts that both possessed Kazakh citizenship on the required dates. In addition, objections that the partners did not qualify as "investors", and that their investment was not legal in the first place, were also rejected by the tribunal. Uzbekistan's objection regarding the accusation that the investment was appropriated through corruption was also rejected on the basis that there was no clear evidence of an overpayment made by the partners in their acquisition of the investment. In light of these findings, the ICSID tribunal accepted jurisdiction and will proceed to hear the merits of the case.

ENGLISH HIGH COURT RULES THAT AN ARBITRATION CLAUSE WAS SUFFICIENTLY CERTAIN IN GRANTING AN APPLICATION FOR A STAY OF PROCEEDINGS

3 April 2017: In *Associated British Ports v Tata Steel UK Limited* ("Tata") [2017] EWHC 694 (Ch) the High Court ruled that an arbitration clause was sufficiently certain in granting Tata's application for a stay of proceedings pursuant to section 9 of the Arbitration Act 1996 (the "Act").

The proceedings concerned a 25-year licence under which Tata was liable to pay a licence fee. The licence provided for renegotiation of its terms in the event of "major physical or financial change in circumstances affecting the operation" upon service of notice from either party. Any disagreements were to be referred to an arbitrator.

The Court adopted a liberal approach in interpreting section 9 of the Act. Mr Justice Rose held that the clause permitting renegotiation was not void for uncertainty. In reaching this conclusion, she relied on the recent decision in *Astor Management v Atalaya Mining* [2017] EWHC 425 (Comm) where it was held that, in commercial disputes, the Court shall give legal effect to what the parties have agreed - it was clear that the parties had intended for differences to be resolved by an arbitrator. Furthermore, she noted that the court will more readily uphold a clause where parties have performed or partially performed their obligations.

CRCICA FINDS EGYPTIAN STATE ENTITIES LIABLE FOR WITHDRAWING GAS SUPPLY TO ISRAEL

7 April 2017: In *Egyptian General Petroleum Corporation and Egyptian Natural Gas Holding Company v East Mediterranean Gas*, the Cairo Regional Centre for International Commercial Arbitration ("CRCICA") found that two Egyptian state entities, the Egyptian General Petroleum Corporation ("EGPC") and the Egyptian Natural Gas Holding Company ("EGAS"), wrongfully terminated an agreement to supply gas to East Mediterranean Gas ("EMG"). This is one of four arbitrations resulting from the dispute between EGPC, EGAS and EMG.

EMG entered into the contract in order to supply gas to customers in Israel, however in 2012, EGPC and EGAS terminated the contract following terrorist attacks and amid civil unrest in Egypt. EGPC and EGAS brought the claim, asking for a declaration that the contract was terminated correctly and that EMG had procured it using corrupt methods. Additionally, EGPC and EGAS made claims worth $327m against EMG.

EMG made counterclaims in excess of $3.5bn, alleging that in 2009 EGPC and EGAS had enticed EMG to increase the gas price in the contract by making fraudulent misrepresentations and using coercion. EMG also requested indemnification against damage sustained with its contractors and customers.

The CRCICA's full findings have not been released, however, various counterclaims made by EMG were dismissed. The arbitrators are yet to decide on quantum.

CHALLENGE TO SEYCHELLES $18M AWARD SURVIVES UK DISMISSAL

11 April 2017: In *Eastern European Engineering Ltd v Vijay Construction (Proprietary) Ltd* [2017] EWHC 797 (Comm), an order was granted to enforce the Claimant's ICC award. The defendant applied to have the order set aside.

The defendant's application was adjourned at the claimant's request pending the final determination of another application brought by the defendant in the French courts challenging the award. The defendant was ordered to provide security of €7,500,000. No security was provided and the defendant lost its case in the French court. The claimant applied for either the defendant's application to be dismissed or an unless order to be granted for the provision of the security.

Baker J refused to dismiss the defendant's application, as the award stipulated that appeals had to be exhausted before it could be enforced and he could not definitively say that the defendant's application had not been made in good faith. He stated, following the Supreme Court's judgment in *IPCO (Nigeria) Ltd v Nigerian National Petroleum Corporation [2017] UKSC 16,* that the security had not been properly ordered and even so, it would have been wrong in principle to impose unless terms on the order for security. He held that it would be inappropriate to dismiss the application or make an unless order requiring the provision of security - the proper course would be to lift the adjournment, discharge the security and to proceed to try the set aside application.

PARIS COURT OF APPEAL PARTLY ANNULS UNCITRAL JURISDICTIONAL AWARD AGAINST VENEZUELA

25 April 2017: In, *Serafín García Armas y Karina García Gruber v Venezuela case (PCA Case No. 2013-3),* the Paris Court of Appeal partially annulled a tribunal award that dual nationals could sue their own state of nationality in international arbitration.

In the arbitration proceedings, the claimants were private investors who claimed that the State of Venezuela had breached its bilateral investment treaty with Spain. The state of Venezuela argued that the treaty did not apply to dual nationals and that it had not consented to being sued by its own nationals in an international forum. However, the tribunal concluded that the treaty did not exclude dual nationals and that the claimants were investors under the treaty.

The Paris Court of Appeal agreed with the tribunal's decision that the treaty did not exclude dual nationals but concluded that the nationality of investors should be considered at the time of the investment. On the facts, the claimants were only nationals of Venezuela at the time of the investment and on this basis the Court partially annulled the decision of the tribunal insofar as the dispute relates to investments under the treaty without consideration of the investors' nationality at the date of the investments.

TRUSTEE NOT ABLE TO BENEFIT FROM INVESTMENT TREATY PROTECTION IN ICSID ARBITRATION

26 April 2017: In *Blue Bank International & Trust (Barbados) Ltd. v Bolivarian Republic of Venezuela (ICSID Case No. ARB/12/20)*, a trustee's claim for alleged investment expropriation and other violations of obligations under a bilateral investment treaty between Barbados and Venezuela (the "BIT") was dismissed due to the trustee's lack of standing. The compensation claim by the Barbados-incorporated Blue Bank (the "Claimant") against Venezuela (the "Respondent") had been brought by the Claimant in its capacity as trustee for the Qatar International Authorised Purpose Trust, a trust under the laws of Barbados.

The tribunal considered that the central question to be determined for jurisdictional purposes was whether the trustee Claimant had made an "investment" under the BIT, and found that the Claimant:

1. In actual fact and law, was not "an owner in any relevant sense of the word" of the shares that were the subject-matter of the trust;
2. Ultimately simply performed a service to third party interests in exchange for a fee; and
3. Had not "committed any assets in its own right" or brought the claim on its own behalf and so had not incurred any risk, or shared the loss or profit resulting from the investment.

As a result, the tribunal reached the conclusion that the Claimant had not invested the relevant assets under the terms of the BIT, compelling the dismissal of the claim for lack of jurisdiction. The case provides an interesting insight into the potential limits on the protection afforded to cross-border investments under investment treaties. In particular this decision, if followed, would restrict the ability of investors to take advantage of an investment treaty simply by incorporating a trustee or establishing a trust in a jurisdiction which enjoys treaty rights. Investors that want to take advantage of treaty rights need to ensure that their chosen vehicle will fall within the treaty's remit.

LUXEMBOURG COURT OF APPEAL REFUSES ENFORCEMENT OF ANNULLED PEMEX AWARD

27 April 2017: In, *Corporación Mexicana De Mantenimiento Integral v Pemex Exploración Y Producción*, the Luxembourg Court of Appeal has declined to enforce a US$300 million ICC award against Pemex, the Mexican state oil company, that was set aside at the seat of arbitration.

The District Court of Luxembourg had previously confirmed the enforcement of the award in favour of COMISSA, a subsidiary of US engineering firm Kellogg Brown & Root. The appeals court has now overturned this decision. Counsel for Pemex argued that because the award had been set aside in Mexico, it could not be enforced in Luxembourg.

The Luxembourg Court of Appeal held that it could enforce an arbitral award that had ceased to exist in the country of origin, but did not think this was appropriate here, using its discretion to refuse enforcement under Article V(1)(e) of the New York Convention, where there is proof that the award had not yet become binding on the parties, or had been set aside or suspended by a competent authority of the country in which, or under the law of which, the award was made.

Recently, the Luxembourg Court of Appeal has moved towards a more conservative approach, whereas previously its objective had been to declare enforceable as many awards as possible.

UAE CONSORTIUM SEEKS US COURT ENFORCEMENT OF USD 2 BILLION ARBITRATION AWARD

12 May 2017: In, *Dana Gas, Crescent Petroleum and Pearl Petroleum v The Kurdistan Regional Government of Iraq, LCIA,* a United Arab Emirates consortium of companies, Dana Gas, Crescent Petroleum and Pearl Petroleum, filed a petition with the US District Court for the District of Columbia for recognition and enforcement of an arbitral award against the Kurdistan regional government of Iraq ("KRG").

The London Court of International Arbitration ("LCIA") made three partial final awards between June 2015 and January 2017 in favour of the consortium, together worth more than US$ 2 billion. The consortium sought to clarify certain contractual rights granted by the KRG under a 25-year agreement in 2007 to develop and export products from the Khor Mor and Chemchemal gas fields in northern Iraq, in return for providing certain installations to the region.

The US petition arises under the New York Convention, in which the consortium also claims the KRG has waived its rights to sovereign immunity under the 2007 contract. In November 2015, the English High Court enforced the LCIA's final order of October 2014 against the KRG and also dismissed the KRG's sovereign immunity claim. The KRG has made partial payment of the final order (US$ 68,835,472 of US$ 100 million), which the consortium has stated it is willing to treat as partial satisfaction of the LCIA's second partial final award of US$ 1,963,370,320.

The LCIA is expected to determine the final award of damages owed to the consortium in September 2017, for delays caused to the development of projects in the region by the KRG, estimated in the US petition to be at least US$ 26.5 billion.

ENGLISH HIGH COURT ALLOWS KAZAKHSTAN TO DISPUTE AN ARBITRATION AWARD AT TRIAL DUE TO SUSPECTED FRAUD

6 June 2017: In *(1) Anatolie Stati (2) Gabriel Stati (3) Ascom Group Sa (4) Terra Raf Trans Traiding Ltd v Republic Of Kazakhstan [2017] EWHC 1348 (Comm)* the Republic of Kazakhstan, the Defendant, was authorised to proceed to trial to ask the Court to set aside an arbitration award where it was ordered to pay damages in excess of US$500 million to the Claimants, who invested in gas extraction. Kazakhstan claims that the award was obtained using false evidence as the Claimants fraudulently inflated the cost of the gas plant.

The arbitration award against Kazakhstan found that the Claimants were unfairly and inequitably treated. The Claimants sought to enforce the award in Sweden, but the Swedish Court subsequently rejected Kazakhstan's request to set aside the award, despite a related US Court action which discovered new documents that should have been disclosed.

Knowles J took a broad approach in deciding that, in the interests of the integrity of arbitration, justice, and English public policy, the fraud allegations should be examined before allowing the award to be enforced in the UK. This is in line with the New York Convention and Arbitration Act 1996 as the new evidence was not heard during the arbitration and the suspected fraud was sufficient to hear the case on strong grounds of English public policy. Knowles J also held that the Swedish Court had left open whether the false information was of indirect decisive impact to the tribunal.

BELGIAN COURT UNFREEZES RUSSIAN ASSETS IN YUKOS CASE

8 June 2017: In, *Yukos Universal Limited (Isle of Man) v. The Russian Federation, UNCITRAL, PCA Case No. AA 227,* following proceedings brought by Russia, two judgments by the Brussels Courts of First Instance ordered the lifting of the attachment orders over the assets belonging to Russia and located in Belgium.

In 2014, former majority shareholders of the oil and gas company Yukos were awarded US$50 billion against Russia in three Energy Charter Treaty arbitrations administrated by the Permanent Court of Arbitration ("PCA") in The Hague. The former shareholders then launched attachment and enforcement proceedings in several jurisdictions including Belgium where PCA awards were declared enforceable by the Brussels Court of First Instance.

In the meantime, in April 2016, Yukos awards were set aside on jurisdictional grounds by a District Court in The Hague.

In the 8 June 2017 decision, the Brussels Court of First Instance reasoned that, pursuant to the 1925 Bilateral Convention on the mutual recognition of judgments and arbitral awards concluded between Belgium and The Netherlands, Belgium had to recognise the Dutch setting aside decision of April 2016 and therefore unfroze Russia's assets in Belgium. The Court, however, did not address the validity of the Belgian enforcement order confirmed a few months earlier by the same court. This decision is subject to appeal.

HONG KONG COURT SUPPORTS BELT AND ROAD: ALLOWS ENFORCEMENT AGAINST PRC SOE DESPITE CROWN IMMUNITY CLAIM

8 June 2017: In *TNB Fuel Services Sdn Bhd v China National Coal Group Corporation* [2017] HKCFI 1016 ("*TNB v CNCG*"), the Hong Kong Court of First Instance ("CFI"), dismissed a PRC state-owned enterprise's ("SOE's") plea of Crown immunity and upheld the enforcement of a court charging order (issued in satisfaction of an international arbitration award) against the SOE's assets in Hong Kong.

With the advent of the PRC's Belt and Road Initiative, PRC SOEs are increasingly involved in major infrastructure projects from Asia to Europe and beyond. Many SOEs either have assets in Hong Kong or are considering structuring their overseas involvement through Hong Kong. In this context, *TNB v CNCG* provides a helpful indication of the approach Hong Kong courts may take to claims of Crown immunity (or potential sovereign immunity) by PRC SOEs.

The CFI dismissed the SOE's Crown immunity claim on two main grounds: (i) the SOE was not authorised to act on behalf of the PRC government in a capacity that would allow it to avail itself of Crown immunity; (ii) applying a "control test" the SOE could not be considered an organ of the PRC government entitled to assert Crown immunity. The SOE had a high degree of autonomy in carrying out daily business and ordinary commercial activities, exercised extensive independent powers without the interference of the PRC government, and had the rights to possess, use, profit from and dispose of its properties, assume civil liability and cover its liability with its assets.

Participants in the PRC's Belt and Road Initiative may wish to consider this case when deciding how to structure their involvement or dispute resolution provisions.

US SECOND CIRCUIT COURT OF APPEAL REJECTS EX PARTE ENFORCEMENT OF ICSID AWARDS AGAINST FOREIGN STATES

11 July 2017: In *Mobil Cerro Negro Ltd. v. Bolivarian Republic of Venezuela, 2017 WL 2945603 (2d Cir. July 11, 2017)*, the United States Court of Appeals for the Second Circuit reversed a decision made by the United States District Court for the Southern District of New York, refusing to vacate the judgment entered against the Bolivarian Republic of Venezuela on an award made by an arbitral panel of the International Centre for Settlement of Investment Disputes ("ICSID") in accordance with the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (the "ICSID Convention").

The court held that the Foreign Sovereign Immunities Act of 1976, Pub. L. 94-583, 90 Stat. 2891 (1976) (FSIA) governed the proceedings and therefore the procedural requirements put forward in the FSIA's comprehensive scheme must be satisfied before a federal court may enter judgment against a foreign sovereign.

Mayer Brown Key Events

RENOVATING INTERNATIONAL ARBITRATION: NEW ICC PRACTICES AND MANAGING EVIDENCE

25 August 2017: Alejandro López Ortiz (Partner, Paris) will be speaking at the ICC Conference in Cuba dedicated to address hot topics on production of evidence in international arbitration and new policies and Rules at the ICC, among others.

INTERNATIONAL ARBITRATION WEBINAR SERIES

26 September 2017: Dany Khayat (Partner, Paris), Kwadwo Sarkodie (Partner, London) and Joseph Otoo (Senior Associate, London) will be hosting a Mayer Brown webinar discussing developments and trends in Africa. Our speakers will discuss the practicalities of managing African arbitrations effectively and efficiently. They will also discuss the rise of African arbitral institutions and what this means for African arbitration.

To register for this webinar, please email Suzanne Ely at sely@mayerbrown.com.

AILA'S ADVANCED COURSE ON MANAGING AN INVESTMENT TREATY ARBITRATION

27 September 2017: Alejandro López Ortiz (Partner, Paris) will be giving an advanced course on Managing an Investment Treaty Arbitration, organized by the AILA (Africa International Legal Awareness) and will be held in London. He will be speaking about remedies and Standards of Compensation in Investment Arbitration.

IV PAN-AMERICAN ARBITRATION CONGRESS ORGANIZED BY THE CAM-CCBC, BRAZIL

23-24 October 2017: Alejandro López Ortiz (Partner, Paris) and Gustavo Fernandes (Partner, Rio de Janeiro) will be speaking at the IV Pan-American Arbitration Congress organized by the CAM-CCBC. Alejandro López Ortiz will be speaking at a panel entitled "Summary Arbitration or limited scope? Future?". Gustavo Fernandes will participate as moderator of the panel entitled "The practice of arbitration with entities of public administration: experience and challenges".

15TH ICC MIAMI CONFERENCE ON INTERNATIONAL ARBITRATION

5-7 November 2017: Mayer Brown will be sponsoring the ICC's annual Miami Conference on International Commercial Arbitration in Latin America, taking place from 5-7 November 2017. The conference aims to provide an update on developments in international arbitration in the region, and will include advanced training on oral advocacy. It is expected that 550 participants from 40 countries will attend.

INTERNATIONAL ARBITRATION WEBINAR SERIES

15 November 2017: Tom Duncan (Partner, London) and Jim Tancula (Partner, Chicago) will be hosting a webinar on Arbitration v Court Proceedings: When should you arbitrate and when should you go to court.

To register for this webinar, please email Annie Keating at akeating@mayerbrown.com.

CORNELL INTERNATIONAL ARBITRATION SOCIETY SYMPOSIUM

30 March 2018: B. Ted Howes (Partner, New York) will be speaking at the *Cornell International Arbitration Society Symposium* in New York City. He will speaking on a panel entitled "Enforcing Arbitral Awards in Difficult Jurisdictions".

Mayer Brown Publications

MAYER BROWN CONTRIBUTES TO ICSID CONVENTION AFTER 50 YEARS

Q1 2017 International Arbitration partners Dany Khayat and Alejandro López Ortiz and associates William Ahern, Christopher Chinn and Patricia Ugalde Revilla (all Paris) have contributed to the ICSID Convention after 50 Years, a book marking the 50th anniversary of the ICSID (International Centre for Settlement of Investment Disputes) Convention's entry into force. Alejandro, Patricia and Christopher wrote a chapter on "The Role of National Courts in ICSID Arbitration." Dany and William wrote the "Enhancing the Appeal of Conciliation under the ICSID Convention" chapter.

To read the full article, click here.

NINTH CIRCUIT QUESTIONS VALIDITY UNDER CALIFORNIA LAW OF CONTRACT TERMS ENCLOSED WITH PRODUCTS

27 January 2017: Evan M. Tager (Partner, Washington), Archis A. Parasharami (Partner, Washington), Kevin S. Ranlett (Partner, Washington) and Daniel E. Jones (Senior Associate, Washington) discuss the *Norcia v. Samsung Telecommunications America, Inc.* case where a panel of the US Court of Appeals for the Ninth Circuit held that, under California law, the inclusion of an arbitration provision in the warranty brochure enclosed with a product does not create a binding arbitration agreement between the purchaser and the manufacturer when the existence of contract terms is not adequately disclosed to the purchaser.

To read the full article, click here.

ENFORCEMENT OF ICSID AWARD STAYED BY THE ENGLISH COURTS UNTIL THE EU COURTS HAVE RULED ON THE LEGALITY OF ENFORCEMENT

26 January 2017: Raid Abu-Manneh (Global Co-Head of International Arbitration, London) and Rachael O'Grady (Senior Associate, London) discuss the *Ioan Micula, Viorel Micula and others v Romania (ICSID Case No. ARB/05/20)* case in which the English High Court put the interplay between enforcement of ICSID arbitral awards and EU law under the spotlight.

To read the full article, click here.

WOLTERS KLUWER LAUNCHES "ICSID CONVENTION AFTER 50 YEARS: UNSETTLED ISSUES"

9 February 2017: The book includes the article "The Notion of Investment and Economic Development under the ICSID Convention", authored by Roberto Figueiredo (Partner, São Paulo). Dany Khayat and Alejandro López Ortiz (both Partners, Paris) also have articles included in the book.

To read the full article, click here.

NAVIGATING THE AFRICAN DISPUTES LANDSCAPE

10 February 2017: Kwadwo Sarkodie (Partner, London) examines the crucial and expanding role played by arbitration in international commerce.

To read the full article, click here.

MAJOR AMENDMENTS TO THE ICC RULES HAVE ENTERED INTO FORCE

1 March 2017: After the announcement made by the ICC in November last year, the amended ICC Rules of Arbitration have just entered into force on 1 March 2017.

To read the full article, click here.

THE THAI ARBITRATION INSTITUTE'S RULES 2017 EXPLAINED

2 March 2017: On 31 January 2017, Rules 2017 (the "2017 Rules") of the Thai Arbitration Institute ("TAI") came into force, introducing much needed changes to the way arbitrations will be conducted in Thailand.

To read the full article, click here.

QATARI ARBITRATION REFORM OFFERS MODEST IMPROVEMENTS

7 March 2017: Raid Abu-Manneh (Global Co-Head of International Arbitration), is quoted in this article discussing a new law enacted last month in Qatar modernizing the Arab nation's arbitration regime.

To read the full article, click here.

ENGLISH COMMERCIAL COURT CONFIRMS FRAUD DOES NOT ALWAYS "UNRAVEL ALL"

10 March 2017: Raid Abu-Manneh (Global Co-Head of International Arbitration), Ruth Malone (Of Counsel, London) and Zahra-Rose Khawaja (Associate, London) discuss the *Sinocore International Co Ltd v RBRG Trading (UK) Ltd* case where the English Commercial Court granted permission for the enforcement of a foreign arbitral award despite allegations that the transaction in question had been "tainted" by fraud. The fraudulent action of one of the parties did not prevent it from pursuing a claim for a separate breach of a lawful contract which had caused its loss.

To read the full article, click here.

GETMA V REPUBLIC OF GUINEA—IMPLICATIONS FOR AFRICAN ARBITRATION

11 March 2017: Kwadwo Sarkodie (Partner, London) and Joseph Otoo (Senior Associate, London) discuss the Getma v Republic of Guinea case and look at what lessons may be drawn for African arbitration.

To read the full article, click here.

INVESTORS CLOSE TO EASIER ARBITRATION AS SOUTH AFRICA FALLS INTO LINE WITH MORE THAN 70 OTHER COUNTRIES

14 March 2017: Kwadwo Sarkodie (Partner, London) is quoted in this article discussing the International Arbitration Bill expected to be enacted by The South African government.

To read the full article, click here.

THE USE OF DISPUTE ADJUDICATION BOARDS TO PREVENT AND RESOLVE DISPUTES IN AFRICA

21 March 2017: Halfway between arbitration and conciliation, Dispute Adjudication Boards (DAB) are increasingly prevalent in Africa, especially in large-value contracts involving infrastructure and public works projects, including Public-Private Partnership (PPP) projects. This article was co-written by Olivier Mélédo and Alejandro Lopez Ortiz, both partners in the Paris office.

To read the full article, click here.

COMMERCIAL COURTS REBRAND TO STAY AHEAD

23 March 2017: Kwadwo Sarkodie (Partner, London) and Joseph Otoo (Senior Associate, London) published an article regarding England's commercial courts being rebranded. With the aim of simplifying their structure and consolidating their status as a leading destination for high-value international disputes, the courts in which business disputes are resolved have been since June known as the Business and Property Courts of England and Wales.

To read the full article, click here.

NEW EGYPTIAN CAPITAL CITY HELD UP BY A LACK OF UNDERSTANDING

23 March 2017: Kwadwo Sarkodie (Partner, London) and Joseph Otoo (Senior Associate, London) discuss a setback in the construction of Egypt's new capital city, shining light on the advantages and disadvantages of using memoranda of understanding in African construction contracts.

To read the full article, click here.

KAZAKHSTAN: THE REGULATIONS, PERMITS AND LAWS

12 April 2017: The ninth largest country in the world, Kazakhstan stretches from Eastern Europe to Asia across an area the size of Western Europe. Unsurprisingly, Kazakhstan is attracting interest from international investors. So what are key issues for those wishing to do business there? This article was written by Kwadwo Sarkodie (Partner, London).

To read the full article, click here.

MORE TRANSPARENCY IN ARBITRATION.

4 May 2017: Raid Abu-Manneh (Partner, London), Rachael O'Grady (Senior Associate, London) and Juliana Castillo (Paralegal, Paris) examine the new ICC Rules 2017 and explain their potential impact on construction arbitrations. More transparency is promised, which could be of benefit.

To read the full article, click here.

TRUSTEE NOT ABLE TO BENEFIT FROM INVESTMENT TREATY PROTECTION IN ICSID ARBITRATION

26 May 2017: Raid Abu-Manneh (Partner, London) and Catherina Yurchyshyn (Associate, London) discuss the *Blue Bank v Venezuela* case in which a trustee's claim for alleged investment expropriation and other violations of obligations under a bilateral investment treaty between Barbados and Venezuela has been dismissed due to the trustee's lack of standing in the ICSID arbitration.

To read the full article, click here.

HONG KONG CONTINUES TO CULTIVATE INTERNATIONAL ARBITRATION PRAISE

12 July 2017: Menachem Hasofer (Global Co-Head of International Arbitration, Hong Kong) is quoted in this article discussing a Hong Kong judgement that provides more certainty to parties contracting with Chinese state-owned entities and the recent legalization of third-party funding in arbitration.

To read the full article, click here.

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