THE ICDR® INTERNATIONAL ARBITRATION REPORTER

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Welcome to the *ICDR International Arbitration Reporter.*

The *ICDR Reporter* features important awards summaries, statistics, and the latest information on services, initiatives, and other matters of importance to parties and arbitrators of the International Centre for Dispute Resolution, the international division of the American Arbitration Association®.

ICDR FALL EVENTS

October 18, 2016	**The 5th ICDR & CCB International Arbitration & Mediation Conference**
October 24-25, 2016	**The 3rd Pan-American Congress on Arbitration: CAM-CCBC & ICDR**
October 26-28, 2016	**ICDR & AIPN Dispute Resolution in the International Oil & Gas Business**
December 1, 2016	**Resolving International Commercial Disputes**

ARBITRATION AWARDS UPDATE

United States – New York

An ICDR award was confirmed by the U.S. District Court for the Southern District of New York.

In that decision ICDR Article 1 and Article 15 (revised in 2014 and now Article 19 on Arbitral Jurisdiction) were referenced. In an action brought to vacate an arbitration award, the petitioner, a U.S. seller of steel coils, argued against the enforcement of the award obtained against it by the respondent, a Mexican importer of steel, based on manifest disregard of the law and taking the position that the arbitral tribunal read the arbitration agreement too broadly. The arbitration concerned a contract entered into by the Mexican steel importer for the purchase of steel coils from the U.S. seller which was delivered in Mexico as promised. The Mexican importer was eligible to receive preferential tax treatment by the Mexican tax authorities under the North American Free Trade Agreement but needed documentation from the U.S. seller to verify the country of origin of the steel it had purchased. The U.S. seller failed to verify the origin of the steel and the Mexican tax authorities suspended the preferential tax treatment and assessed taxes, duties and fees of $2.6 million. The Mexican importer then spent nearly $340,000 to overturn the tax assessment and subsequently filed arbitration and was awarded $819,437.86. In proceedings to vacate the award, the U.S. seller argued that its disagreement with the Mexican

importer was not a "contract dispute" within the meaning of the parties' arbitration agreement, arguing that the taxation dispute was too "collateral" to come within that agreement. The Court found that the threshold problem was a question of arbitrability and whether or not it was a contractual dispute was a decision for the arbitrators. The parties contracted for arbitration pursuant to the rules of the American Arbitration Association (AAA®). The AAA's international arbitration rules were applied, which provide the arbitrators with the authority to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement (see Article 19). The Court added that when parties "explicitly incorporate rules that empower an arbitrator to decide issues of arbitrability, the incorporation serves as clear and unmistakable evidence of the parties' intent to delegate such issues to the arbitrator." The Court in addressing petitioner's claim of manifest disregard stated that in this circuit "awards are vacated on grounds of manifest disregard only in those exceedingly rare instances where some egregious impropriety on the part of the arbitrator is apparent." The Court rejected the petitioner's motion to vacate the arbitral award and confirmed respondent's cross-motion to confirm the arbitral award. *Stemcor USA, Inc. v. Miracero, S.A. de C.V.*, 66 F. Supp. 3d 394 (S.D.N.Y. 2014).

United States – New York

An ICDR award was confirmed by the U.S. District Court for the Eastern District of New York.

Plaintiff, a Connecticut Limited Liability food manufacturing company, brought an action to vacate in part an arbitration award against defendant, a Mexican food manufacturing company, pursuant to 9 U.S.C. § 10. The defendant opposed and sought confirmation of the award. Plaintiff was licensed to manufacture, market and sell in certain states the fruit beverage that was owned by the Mexican company. Plaintiff hired a U.S. beverage manufacturer to manufacture the fruit beverage and they were approved by the defendant. The defendant provided the U.S. beverage manufacturer with the specifications and recipes to produce the beverage but some of the bottles manufactured "bulged and leaked after remaining unsold on retailers' shelves for a period of months," causing customers to lose interest in stocking the product.

The Mexican company hired an outside consultant to investigate the problem and they concluded that it was the result of a chemical reaction between the mixture of yeast present at the manufacturing facility and calcium lactate, an ingredient in the recipe. After the recipe was changed to eliminate calcium lactate the problem was resolved.

In the arbitration plaintiff alleged that defendant's breaches resulted in damages totaling $47,582,110 in lost sales. Defendant denied responsibility for the beverage manufacturing difficulties and contended that the plaintiff was an inexperienced and undercapitalized Sub–Licensee that bears the risk of the business it entered and counterclaimed for recovery of funds that it loaned to the plaintiff and the unpaid price of goods purchased.

The arbitrator, based upon the record before him, which included testimony from a three-day hearing and pre- and post-hearing submissions, denied plaintiff's claims in their entirety and awarded damages and fees to the defendant, stating in the reasons for his decision that plaintiff had failed to establish any action or omission by the defendant with respect to the manufacturing of the beverage that had breached the Agreement or caused the plaintiff any damage. The Arbitrator found that the defendant did not breach the Agreement by approving the beverage manufacturer, nor was there anything inherently wrong with the recipe it had provided them, but it appeared that the contamination may have been particular to some of the bottling equipment or the bottles used by the manufacturer.

Plaintiff moved to vacate the Award pursuant to the Section 10 of the Federal Arbitration Act (codified at 9 U.S.C. § 10) ("FAA"). The Court cited that pursuant to 9 U.S.C. § 10(a), a court may vacate an arbitration award on one of four grounds:

(1) where the award was procured by corruption, fraud, or undue means;

(2) where there was evident partiality or corruption in the arbitrators, or either of them;

(3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or

(4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

In addition to the Section 10(a) grounds for vacatur, the Second Circuit has "recognized a judicially-created ground, namely that an arbitral decision may be vacated when an arbitrator has

exhibited a manifest disregard of law." Vacatur is appropriate under 9 U.S.C. § 10(a)(4) when an arbitrator's decision exceeds his powers. The Second Circuit has instructed that the "crux of the excess-of-powers standard is whether the arbitrator's award draws its essence" from the agreement. The court's focus is "whether the arbitrators had the power, based on the parties' submissions or the arbitration agreement, to reach a certain issue, not whether the arbitrators correctly decided that issue." Where, as here, "the challenge is to an award deciding a question which all concede to have been properly submitted to the arbitrator in the first instance, vacatur under the excess-of-powers standard is appropriate only in the narrowest of circumstances." The Court cited the Supreme Court's decision in *Oxford Health Plans LLC v. Sutter,* 133 S. Ct. 2064 (2013), where the Court recently restated the limited scope of relief under § 10(a)(4), stating that it was not enough to show that the arbitrator committed an error, or even a serious error. Because the parties bargained for the arbitrator's construction of their agreement, an arbitral decision even arguably construing or applying the contract must stand, regardless of a court's view of its merits. The sole question for the Court is whether the arbitrator (even arguably) interpreted the parties' contract, not whether he got its meaning right or wrong.

Applying the well-settled law established by the Supreme Court and the Second Circuit, the court found that the Arbitrator did not exceed the bounds of his authority pursuant to 10 U.S.C. § 10(a)(4). The parties do not dispute that the issue of whether the defendant violated its duties pursuant to the Agreement with respect to the manufacturing of the beverage was properly submitted to the Arbitrator. Rather, plaintiff's argument amounts to a disagreement with the Arbitrator over his interpretation of the Agreement. The law prohibits vacatur where the Arbitrator has interpreted the Agreement, whether correctly or incorrectly. Here, as the court's summary of the Award demonstrates, the Arbitrator interpreted the Agreement, in light of the evidence in the record, to reach his conclusion as to whether the defendant committed any breaches. The Arbitrator determined, based on the factual record and his textual analysis of the Agreement, that the defendant did not breach any of its duties under the Agreement. Specifically, the Arbitrator reasonably determined that the defendant met its duties to provide "specifications and recipes" for the manufacture of the beverage and to approve the U.S. manufacturers. The Court rejected the plaintiff's motion to vacate the arbitral award in part and confirmed the defendant's motion to confirm the arbitral award. *Incredible Foods Group, LLC, v. Unifoods, S.A. de C.V.,* No. 14–CV–5207, 2015 WL 5719733 (E.D.N.Y. Sept. 29, 2015).

For any questions on the Awards Update contact Luis M. Martinez, at MartinezL@adr.org.

ICDR MULTIPARTY ARBITRATION: GUIDANCE FROM THE CASE COUNSEL

Attorneys initiating multiparty proceedings can be presented with challenging situations. Multiple parties can affect aspects like the appointment process or the case finances, leading to some confusion and difficulties if the counsel are only accustomed to disputes involving two parties. This short note provides some guidance regarding the administrative aspects of multiparty cases.

The Initiation of a Multiparty Arbitration

If a party intends to bring a claim against multiple parties, it should do so as early in the process as possible, preferably in the Notice of Arbitration submitted to the ICDR. If there is a request for joinder at a later stage, Article 7(1) of the ICDR Rules clearly states that, after the appointment of any arbitrator, no additional party can be joined to the arbitration unless all parties agree, including the party to be joined. This limitation stems from the importance of the parties' equal participation in the appointment process in international arbitration, as emphasized in the landmark *Dutco* case. Claimants should therefore not be surprised by the fact that the additional parties will be able to participate in the appointment process, as discussed *infra*.

Naturally, the party initiating a multiparty arbitration will have to comply with the filing requirements delineated in the rules, including payment of an additional party fee (as explained below) and the obligation to serve a written Notice of Arbitration to all the parties to the proceedings. This will also apply in the case of a joinder, where the Notice of Arbitration will have to be sent to the additional party.

The ICDR Analysis of the Multiparty Scenarios

Once the ICDR receives the multiparty Notice of Arbitration or the request for joinder, there is an initial examination by the Case Counsel as to how to proceed. First, if all the parties agree to proceed with the multiparty arbitration, the administration of the case will continue to the next stage. In the alternative, the existence of a multiparty contract signed by all the parties to the arbitration will also satisfy such requirement. This situation

can be relatively frequent in cases arising from share purchase agreements with multiple buyers or sellers.

Parties should be aware of certain clauses and provisions which may facilitate the multiparty arbitration. As an example, where subcontractors are involved, the arbitration clause in the subcontract may specifically provide that claims arising from the main contract and from the subcontract may be entertained in the same proceedings. This usually allows indemnification claims against the subcontractors to be decided together with the disputes between the main contractors, increasing the proceedings' efficiency. Even if no such clause exists, regarding consolidation, parties may rely on Article 8 of the ICDR Rules, which describes in detail the requirements for the appointment of a consolidation arbitrator and the appointment process, as well as some of the elements the consolidation arbitrator may consider when deciding the matter.

The Appointment Process

Naturally, the appointment process becomes more complex with multiple parties. The Case Counsel will encourage the parties to agree on a method of selection, if none is already envisaged in the arbitration clause. Generally, absent party agreement or any specific and clear provision in the arbitration clause, the list method is applied as the default method. However, this method can become more complicated when there are more than two parties. That is the reason why Article 12(5) of the ICDR Rules establishes that in such circumstances the Case Counsel may administratively appoint all the arbitrators unless the parties agree otherwise.

Nonetheless, the ICDR will generally circulate a list among the parties in order to promote party agreement. In many situations, parties may be able to agree on a mutually acceptable arbitrator from the list, as they prefer to reach a compromise instead of having the ICDR appoint the arbitrator for them. Even if the parties cannot reach a mutual agreement, the list method could still be applied. The parties would then strike and rank their preferences and an arbitrator could be appointed after reconciliation of the parties' preferences.

How would the list method work in these cases? In situations where the parties can be easily classified into claimant or respondent side, the Case Counsel may suggest that parties from the claimant side and from the respondent side each submit a joint list, although any party can request an administrative appointment if it cannot agree on a joint list. This ensures that the appointment process can advance while protecting the principle of party equality. In this regard, a similar approach can be found in Article 10(3) of the 2010 version of the UNCITRAL Rules.

However, there might be situations in which the distinction between the claimant and the respondent side can be less clear, as multiple counterclaims or cross claims could be filed. In such circumstances, if after the 45 days envisaged in Article 12(3) of the ICDR Rules the parties have not reached an agreement as to how to proceed, the ICDR may allow each party to strike and rank according to its own preference, without having to coordinate with any other party to the case. If reconciliation of the parties' rankings does not yield the necessary number of suitable arbitrators, the ICDR will administratively complete the process of appointment.

Financial Aspects

Multiparty arbitration cases handled by the AAA/ICDR are subject to an additional party fee. This additional party fee increases each ICDR fee by 10% for each additional separately represented party. However, this increase will not exceed 50% of the base fees unless there are more than 10 separately represented parties. This additional party fee reflects the additional time and effort devoted by the Case Counsel to handle the increased complexity related to multiparty proceedings.

It should be noted that at the initial stage it is sometimes unknown how the parties will be represented. This means that while the initial Notice of Arbitration may be addressed to two separate respondents, they may finally be represented by the same counsel, thus not triggering the additional party fee. On the other hand, if two parties which were expected to be represented by one counsel ultimately have different representatives, the fees will be adjusted accordingly to include the additional party fee.

Finally, the existence of multiple parties also affects the allocation of deposits for the arbitrator's compensation. These deposits are advance payment of the arbitrator's estimated compensation, and they are distributed in equal shares divided by representative, unless the parties agree to a different

arrangement. Consequently, if there are three represented parties, each one of them will be billed for one third of the compensation deposits. Once again, this approach reflects the principle of equality between the parties, who will have to equally share the burden of advancing these deposits.

Conclusions

Multiparty cases often present complex situations, and counsel should be aware of them in order to deal with them as adequately as possible. Generally, obtaining the agreement of all the parties involved is the most efficient and satisfactory approach. As such, it is advisable to initiate discussions with the other parties at the early stages of the arbitration. Parties can, however, be confident that if no party agreement is possible, the ICDR will handle the multiparty case in an expeditious manner while also respecting the rights of all parties.

Submitted by Rafael Carlos del Rosal Carmona, LL.M., at CarmonaR@adr.org.

ICDR EMERGENCY ARBITRATIONS

In the decade since the incorporation of an Emergency Arbitration provision into the ICDR's International Dispute Resolution Procedures, the use of pre-arbitration measures for seeking interlocutory or conservatory relief has ripened into a common occurrence. For those parties who choose arbitration as a confidential and neutral method of dispute resolution, obtaining interim relief through domestic courts can be unappealing. Emergency Arbitration is designed to offer an attractive alternative in this situation. To date, the ICDR has initiated more than 70 requests for emergency arbitration in cases covering a myriad of industries, including financial services, manufacturing, real estate, and technology. Despite the proliferation of such mechanisms in the rules of international arbitration providers and the increasing quantity of requests, many practitioners remain unfamiliar with the Emergency Arbitration process and its comparative advantages and disadvantages in relation to domestic courts.

Emergency Arbitration can provide an efficient and cost-effective process to avoid the complexities of seeking interim relief in unfamiliar, foreign jurisdictions. Practitioners most familiar with domestic practice within the United States will often view the courts as best suited to resolve interim relief motions in an expedited and inexpensive manner, without the delay of tribunal constitution and the costs of arbitrator compensation and expenses. This is particularly true in jurisdictions such as the Southern District of New York that developed particular competencies in considering such motions in support of arbitration. International arbitrations, however, by their very nature, can present a variety of obstacles to this normally streamlined process. For example, cases in which parties and relevant property are located in multiple jurisdictions might require competing litigation to be filed before distinct foreign courts. Each of these actions might, in turn, require competent local counsel to be retained to provide advice as to unfamiliar foreign laws and practices. The court procedures and laws of some jurisdictions might also be ill-equipped to facilitate motions for interim relief in support of arbitration.

In such situations, Emergency Arbitration provides the potential for a requesting party to submit its motion to a single proceeding which may provide a determination binding upon the parties and, in theory, be universally recognized before multiple foreign courts. Though admittedly this process will rarely be as expeditious as submission to a single domestic court, which is often capable of considering a motion within a single day, the process is designed to reach conclusion within a limited window of time. Under the ICDR procedures, the majority of Emergency Arbitrations are concluded within 14 days of filing, with some being resolved within the span of a single weekend. The ICDR has further endeavored to ensure that the process is inexpensive for parties. Though some providers require additional fees of as much as US $40,000.00, the ICDR does not require an additional administrative fee for Emergency Arbitration proceedings, leaving only the compensation and expenses of the Emergency Arbitrator for the parties.

Concern has been raised as to the enforceability of the determinations of Emergency Arbitrators. Under the *New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards,* the most common instrument for the enforcement of international arbitration awards, courts of signatory States are obligated to recognize foreign arbitral awards. The classification of an Emergency Arbitrator's determination as an "award" is not always clear. Like many other institutions, the ICDR leaves to the discretion of the Emergency Arbitrator whether to structure the determination as an award or order. Similarly, the finality of such determinations has also been

questioned, as the determination of an Emergency Arbitrator is inherently subject to reconsideration by the main Tribunal once appointed.

In many circumstances, enforcement by domestic courts of an Emergency Arbitrator's determination will not be necessary. As with interim relief granted by the main tribunal, the parties are subject to the jurisdiction of the Emergency Arbitrator and obligated to abide by the issued awards and orders. Those that seek to attempt enforcement of an Emergency Arbitrator's determination will find that attitudes of courts vary across jurisdictions. For example, a Swiss Federal Tribunal expressed in 2010 the belief that determinations of an Emergency Arbitrator are not enforceable as they lack finality. Conversely, in the United States, the Southern District of New York, Eastern District of Michigan, Fourth Circuit Court of Appeals and Seventh Circuit Court of Appeals have indicated a willingness to enforce interim measures in arbitration. Recent cases before the ICDR have also evidenced international support for Emergency Arbitration, such as the high court of Singapore granting conservatory relief until such time as an Emergency Arbitrator could be appointed. This, read in conjunction with the 2006 revisions to the UNCITRAL Model Law, suggest a changing judicial and legislative attitude toward the enforceability of Emergency Arbitration awards and orders. Questions remain, however, as to the enforceability of such orders and awards against third parties that have not consented to arbitration.

A practical concern of some practitioners is the law applicable to requests for interim relief before an Emergency Arbitrator. Unlike domestic courts, which can have detailed procedural guidelines outlining the standard for granting interim relief, the ICDR rules leave questions of applicable law and standards to the Emergency Arbitrator. A survey of the field will produce inconsistent philosophies on this point, with some advocating for the law of the contract to control and others looking to general principles of international law. Proponents of the former theory argue that arbitration is derived from the contractual relationship between the parties and, as such, the agreement of the parties regarding applicable law should apply to all aspects of the dispute. The opposing view relies on a distinction between the procedural nature of interim relief requests and the lack of guidance under many domestic legal systems as to what standard should be applied. The ICDR does not advocate a particular philosophy and has observed multiple approaches taken in its cases.

Through its Emergency Arbitration mechanism, the ICDR provides to its clients an alternative to domestic courts in seeking interim and conservatory relief. Though domestic courts may be a more appropriate option for parties in some circumstances, the ICDR's philosophy of allowing arbitrators and parties flexibility in the shaping of the arbitral process will allow Emergency Arbitration to be a useful tool for clients and their counsel.

Submitted by J. Brian Johns, LL.M., at JohnsJ@adr.org.

EMERGENCY ARBITRATOR FOR EMERGENCY MEASURES OF PROTECTION

10 Years of Experience since the process was added to the ICDR International Rules

2006 ICDR Rules add Emergency Arbitration Procedure = 60 to date

- 30 cases in which the Applicant won (partially or in full)
- 14 cases in which the Applicant lost
- 9 cases have been settled
- 4 cases have been withdrawn
- 3 cases pending

2013 Commercial Arbitration Rules add Emergency Arbitration Procedure = 10 to date applied to international cases

- 1 case in which the Applicant won (partially or in full)
- 3 cases in which the Applicant lost
- 4 cases have been settled
- 1 case has been withdrawn
- 1 case pending

ICDR STATISTICS 2015

- In 2015, there were 1,064 international cases filed, involving parties from 93 countries.
- In 2015, the following top 10 industries were:
  1. Hospitality/Travel
  2. Franchise
  3. Construction
  4. Insurance
  5. Technology
  6. Energy
  7. Financial Services
  8. Pharmaceuticals/Biotech/Medical Devices
  9. Aerospace/Defense
  10. Freight/Transportation
- There was an increase in its cases being filed online with 277 cases filed through its Webfile system.
- There was an increase in the number of international mediations, reaching 127 cases.
- There were 65 multi-party cases.
- Total of 97 cases where only non-US parties participated.
- Total of 109 cases where the seat of the arbitration was outside of the United States.

ICDR/AAA U.S.-EU SAFE HARBOR PROGRAM IS NOW EU-U.S. PRIVACY SHIELD PROGRAM

The U.S.-EU Safe Harbor program has been replaced by the new *EU-U.S. Privacy Shield Program*. The U.S.-Swiss Safe Harbor program remains in place.

The EU-U.S. Privacy Shield Framework was designed by the U.S. Department of Commerce and European Commission to provide companies on both sides of the Atlantic with a mechanism to comply with EU data protection requirements when transferring personal data from the European Union to the United States in support of transatlantic commerce.

The Privacy Shield program, which is administered by the International Trade Administration (ITA) within the U.S. Department of Commerce, enables U.S.-based organizations to join the Privacy Shield Framework in order to benefit from the adequacy determination. To join the Privacy Shield Framework, a U.S.-based organization will be required to self-certify to the Department of Commerce (via its website at https://www.privacyshield.gov) and publicly commit to comply with the Framework's requirements. While joining the Privacy Shield Framework is voluntary, once an eligible organization makes the public commitment to comply with the Framework's requirements, the commitment will become enforceable under U.S. law. All organizations interested in joining the Privacy Shield Framework should review its requirements in their entirety. The complete program and all related documents can be found on the DOC's website listed above.

In addition to self-certifying with the Department of Commerce, the EU-U.S. Privacy Shield and U.S.-Swiss Safe Harbor programs both still require (to ensure compliance with their Privacy Principles), access for their nationals to a readily available and affordable independent recourse mechanism so that each individual's complaints and disputes (e.g., complaints and disputes of residents of the EU and Switzerland) can be investigated and resolved and damages awarded where the applicable law or private sector initiatives so provide.

When a participant's privacy policy is available online, it must include a link to the Department of Commerce's Privacy Shield website and a link to the website or complaint submission form of the *independent recourse mechanism* that is available to investigate individual complaints. The ICDR/AAA can be selected as a provider of dispute resolution services to satisfy the independent recourse mechanism for this program. For example, companies that have selected the ICDR/AAA as their independent recourse mechanism providing for an expedited arbitration process would include the following link: http://info.adr.org/safeharbor.

To summarize, all U.S. companies that wish to join the Privacy Shield must complete two steps: select and register with an independent recourse mechanism such as the ICDR/AAA, and also self-certify with the Department of Commerce, which has been accepting registrations as of August 1, 2016, and reference your independent recourse mechanism.

For more information on the ICDR/AAA's Privacy Shield Services visit: http://info.adr.org/safeharbor. For any questions, please contact Luis M. Martinez at MartinezL@adr.org.

ICDR ADVISORY COMMITTEES

The ICDR relies heavily upon the volunteer work of its various committees. Each committee has differing responsibilities and areas of responsibility. These committees assist the ICDR on various initiatives that support its international arbitration and mediation service offerings including translations, projects related to its rules and the development of its work in specific geographic territories. Below are the members of the ICDR's Advisory Committees whom we thank for their assistance and contributions.

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This is the ICDR's standing International Advisory Committee.

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Xavier Antonio de la Garza, PEMEX

Luis Enrique Graham, Hogan Lovells
Luis Omar Guerrero Rodríguez, Hogan Lovells
Ricardo Izeta, CFE
Azucena Jimenez Chirino, CANACO
Elsa Ortega, Ortega & Gomez Ruano
Yanett Quiroz, ICDR

ICDR Translation Committee

Chair Isabel Fernandez de la Cuesta of King & Spalding, Michelangelo Cicogna (Italian), Salvador Fonseca (Spanish) and Prof. Dr. Roderich C. Thummel (German).

The new committee chair is Damien Nyer of White & Case and he will also be responsible for all French translations.

The other committee members and their respective translation language are Elsa Ortega, Ortega & Gomez Ruano (Spanish), Eliana Buonocore Baraldi (Portuguese), Christine Kang, JunHe Law Office (Chinese), Liz Kyo-HwaChung (Korean), Heiko Plassmeier, Baker & McKenzie (German).

ICDR YOUNG & INTERNATIONAL

ICDR Young & International (Y&I) is a networking group for arbitration and ADR practitioners under the age of 40. The ICDR established the organization in 2004.

ICDR Y&I has become a preeminent group for young arbitration practitioners, academics, and government lawyers to meet, exchange ideas and learn from peers and more senior ADR practitioners. It has just over 3,000 Associates from 100 countries and has organized hundreds of education and networking events in various cities in more than 30 countries.

ICDR Y&I operates on both a global and regional basis along with other international or regional organizations in Europe, the Middle East, Africa, Asia, and the Americas.

Since January 2014, the group is co-chaired by Samaa Haridi, Kristoffer Löf, Maxi Scherer and Baiju Vasani. The group is also represented by a 21-member Global Advisory Board, which was established in 2007 to better serve the organization's geographically diverse membership.

In 2016, ICDR Y&I already organized events in Miami, Shanghai, Vienna, Nairobi, New York, Saint Petersburg, Geneva, and Santa Cruz de La Sierra. Upcoming programs are scheduled in Athens, Washington, Boston, Belgrade, Buenos Aires, Moscow, and Milan, among others. ICDR Y&I Associates will be notified of program details via email and other social media tools as soon as information becomes available.

To join ICDR Y&I as an Associate please contact Giovanna Micheli at ICDRYI@adr.org or visit www.icdr.org.

Connect with ICDR Y&I

As ICDR Y&I is a networking organization, besides participation at our programs, we offer Associates the opportunity to connect online with peers. ICDR Y&I can be found on LinkedIn and now numbers 3,396 members.

ICDR Y&I Sponsorship

Sponsorship opportunities are still available for many of our programs. It is an easy, economical way to increase the exposure of your firm to a global audience. If you would like ICDR Y&I program sponsorship information, please contact Giovanna Micheli at ICDRYI@adr.org.

Building Young & International ADR Programs Globally

The ICDR and ICDR Y&I are interested in assisting new, young arbitrator development programs in all areas around the world. If you are interested, please contact Giovanna Micheli at ICDRYI@adr.org for more information.

Membership and ICDR Y&I-sponsored events are free of charge. For more information, please contact Giovanna Micheli at ICDRYI@adr.org or visit: www.icdr.org.

GENDER DIVERSITY AT THE ICDR

The ICDR has signed the Equal Representation in Arbitration Pledge committing to improving the profile and representation of women in arbitration. In 2015 the ICDR made 850 appointments of which 140 were women (16%). The ICDR's international roster includes eminently qualified women from numerous jurisdictions who are well known and highly qualified international practitioners. The selection of women arbitrators to international cases continues to show a positive trend as several prominent international arbitration institutes signing on to the pledge are tracking and sharing information on the composition of the arbitral tribunals.

ICDR FALL EVENTS

The ICDR team has scheduled an extensive calendar of events for the fall. For further information on any of these events or to register, please visit the ICDR's web site at www.icdr.org and click on the Events tab.

The 5th ICDR & CCB International Arbitration & Mediation Conference: *The Future of International Commercial Arbitration*
October 18, 2016 | Bogotá D.C., Colombia
Click here for more information.

The International Centre for Dispute Resolution® (ICDR®), the international division of the American Arbitration Association® (AAA®), and the Center for Arbitration and Conciliation of the Chamber of Commerce of Bogotá (CAC CCB) have again convened international arbitration and mediation experts to explore the latest developments and conflict-management options for today's complex global commercial transactions.

This conference's special focus is on international commercial arbitration and mediation, examining trends and developments in investor-state arbitration, international infrastructure and construction, and the role and powers of the arbitrator in international arbitration.

The 3rd Pan-American Congress on Arbitration: CAM-CCBC & ICDR
October 24-25, 2016 | São Paulo, Brazil
Click here for more information and to register.

The ICDR is jointly working with the CAM-CCBC on the Third Pan-American Congress on Arbitration. The program is in São Paulo, Brazil, on the 24th and 25th of October. This year's event focuses on procedural issues that arise in Brazilian and Latin American international arbitrations.

Topics include:

- What are the grounds for objecting to arbitrators?
- Non-signatories to the arbitration
- CAM-CCBC new procedures for arbitral letters
- Arbitration and public administration
- The ICDR Report
- Emergency arbitration
- Arbitration and corruption

ICDR & AIPN Dispute Resolution in the International Oil & Gas Business
October 26-28, 2016 | Houston, TX
Click here for more information.

The joint oil and gas dispute resolution conference presented by the Association of International Petroleum Negotiators (AIPN) and the International Centre for Dispute Resolution® (ICDR®) has become the leading conference on international energy disputes.

Topics include:

- Boundary Disputes
- State Investment Disputes
- O&G Upstream & Midstream Disputes
- Human Rights & Environmental Disputes
- O&G Pricing Disputes
- Damages in Oil & Gas Disputes
- O&G Infrastructure Disputes
- Complex Energy Disputes

The conference consists of speaker panels that address each of the listed topics. The speakers are leading advocates, counsel, experts and arbitrators in the energy field giving speeches, presentations, interviews, roundtable discussions and Q&As in an interactive and interesting format. The number of registrants is limited to ensure that attendees can fully interact with their colleagues and the speakers at the conference.

THE ICDR INTERNATIONAL ARBITRATION REPORTER

Resolving International Commercial Disputes
December 1, 2016 | Los Angeles, California
Click here to register.

The ICDR and AAA are organizing an afternoon international conference in Los Angeles on December 1st as the concluding portion of the AAA/ICDR's executive meetings. The event is complimentary and most of the executives from the AAA and ICDR are attending. Attorneys from California and the surrounding region are invited to attend the event. Session topics include a discussion of developing opportunities with international arbitration practices in the Asia Pacific region and ethical issues of disclosure in international arbitrations in California.

ABOUT THE ICDR

In 1996 the AAA created the ICDR as a separate division with separate and distinct international procedures, administration, panels of arbitrators and mediators and advisory assistance. The ICDR is managed by ICDR/AAA Senior Vice President Eric P. Tuchmann (TuchmannE@adr.org).

The ICDR maintains specialized administrative facilities in New York, where a staff of multi-national, multi-lingual attorneys supervises the administration of international cases only. In addition, international arbitrations are administered in Miami, Houston and Singapore, with a development office in Mexico. This year saw the formation of new regional teams to administer specific complex cases. The VP/Director teams include Steve Andersen and Yanett Quiroz (who will focus on energy cases), Luis M. Martinez and Juan Pablo Moyano (who will focus on Latin American cases), and Michael Lee supported by ICDR case counsel in New York Christian P. Alberti (who will focus on Asian cases). Thomas Ventrone, who is also administering complex cases, is directly involved in overseeing the case counsel staff and all case administration.

The ICDR case administration leadership team also includes Christian P. Alberti, AVP and two directors, Giovanna Micheli and Miroslava Schierholz.

Please see below for a current list of ICDR regional senior staff, their geographic areas of responsibility and contact details.

ASIA	SOUTH AMERICA, CENTRAL AMERICA, CARIBBEAN, EAST COAST USA, SPAIN AND PORTUGAL
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INTERESTED IN THE ICDR'S INTERNATIONAL ARBITRATION REPORTER?

For questions regarding this or previous editions of the ICDR newsletter or additional information about the ICDR, please contact Luis M. Martinez, ICDR Vice President, at MartinezL@adr.org.

To register to receive this electronic newsletter, please send an e-mail to Jason Cabrera at CabreraJ@adr.org and ask to be added to the ICDR International Arbitration Reporter mailing list.