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DELOS GUIDE TO ARBITRATION PLACES (GAP)

1ST EDITION

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GAP COMBINED SUMMARIES FOR ARBITRATION PRACTITIONERS

v20180916-02.000

DELOS DISPUTE RESOLUTION

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#ACTIVATINGARBITRATION

This first edition was published on 18 June 2018. Every effort has since been made to maintain the GAP up-to-date of key developments in all of the jurisdictions covered. Please note, however, that the GAP does not constitute legal advice and the chapter authors, the contributing law firms and Delos Dispute Resolution decline all responsibility in this regard. Furthermore, the views expressed and the statements made in the jurisdiction chapters of the GAP are those of their stated authors and may not be construed as creating any duty, liability or obligation on the part of Delos Dispute Resolution.

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ALBANIA, BY HOXHA, MEMI & HOXHA

Chapter IX, Title III of the Second Part of the Albanian Civil Procedure Code (the "ACPC"), [1] Articles 393 to 399 contain the provisions relating to the recognition and enforcement of foreign judgements. These are also applicable to international arbitration awards.

Under Article 394 of the ACPC, foreign judgements are not recognized and enforced in the Republic of Albania, if:

(a) according to Albanian law, the foreign court was not competent for the matter; or
(b) the claim and the claim notice has not been properly and timely notified to the defaulting defendant, to allow it to organise its defense; or
(c) the Albanian courts have already issued a diverging decision between the same parties in relation to the same matter and scope;
(d) a claim is pending before Albanian courts and has been filed prior to the date on which the foreign judgement became final; or
(e) the foreign judgement became final contrary to the law of the jurisdiction in which it has been taken; or
(f) the foreign judgement is contrary to the fundamental principles of the Albanian legislation (i.e. public policy).

Pursuant to Article 399 of the ACPC, the provisions of Article 394 of the ACPC shall apply *mutatis mutandis* to international arbitration awards.

The ACPC further provides that if specific agreements exist between the Republic of Albania and foreign countries, then the terms of the international agreement shall apply regarding the recognition and enforcement of judgements of that country.

As a matter of fact, under Article 122 of the Albanian Constitution, [2] any international agreement ratified by law becomes part of the domestic legislation upon its publication on the Official Gazette of the Republic of Albania. Article 122 of the Albanian Constitution further provides that in case of conflicts between the provisions of the domestic laws, and those of ratified international agreements, the provisions of the latter shall prevail.

As the Republic of Albania ratified the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, self-executing provisions of the New York Convention are part of the domestic legislation in Albania. Moreover, in compliance with the Albanian Constitution[3] and the ACPC, in case of conflict, provisions of the New York Convention shall prevail.

Under the New York Convention, Albania has undertaken to accomplish, *inter alia,* the following obligations: recognize and enforce foreign arbitral awards and recognize agreements to submit disputes to international arbitration.

Date of arbitration law?	ϕ
UNCITRAL model law? If so, any key changes thereto?	ϕ

1 Available at: http://qbz.gov.al/botime/kodi%20i%20procedures%20civile.html.

2 Available at: https://www.parlament.al/wp-content/uploads/2015/10/kushtetuta-perditesuar-1.pdf.

3 Under Article 122 of the Albanian Constitution, any international agreement ratified by law becomes part of the domestic legislation upon its publication on the Official Gazette of the Republic of Albania.

Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	ϕ
Availability of *ex parte* pre-arbitration interim measures?	ϕ
Courts' attitude towards the competence-competence principle?	ϕ
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Under Article 394 of the ACPC, foreign judgements are not recognized and enforced in the Republic of Albania, if: (a) according to Albanian law, the foreign court was not competent for the matter; or (b) the claim and the claim notice has not been properly and timely notified to the defaulting defendant, to allow it to organise its defense; or (c) the Albanian courts have already issued a diverging decision between the same parties in relation to the same matter and scope; (d) a claim is pending before Albanian courts and has been filed prior to the date on which the foreign judgement became final; or (e) the foreign judgement became final contrary to the law of the jurisdiction in which it has been taken; or (f) the foreign judgement is contrary to the fundamental principles of the Albanian legislation (*i.e.*, public policy). Pursuant to Article 399 of the ACPC, the provisions of Article 394 of the ACPC shall apply *mutatis mutandis* to international arbitration awards.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	ϕ
Other key points to note?	ϕ

ALGERIA, BY BENNANI & ASSOCIÉS LLP

Arbitration procedures are governed by the Algerian Civil and Administrative Procedures Code, in which most of the general rules applicable to litigation proceedings are provided. This includes the principle of equal treatment between parties, the right of the parties to a fair trial, due process and an adversarial hearing, along with the adoption of the relevant characteristics of arbitration procedures such as the exclusion of the right to appeal arbitral awards and confidentiality and privacy in arbitration.

Date of arbitration law?	The Algerian Civil and Administrative Procedures Code, which entered into force on 25 February 2008, exclusively regulates arbitration procedures.
UNCITRAL Model Law? If so, any key changes thereto?	Arbitration procedures are not based on the UNCITRAL Model law.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Algerian courts and judges are not specialised in arbitration-related matters. Arbitration-related matters are usually handled by commercial judges and chairmen of first instance and appellate courts.
Availability of *ex parte* pre-arbitration interim measures?	Unless otherwise agreed in the arbitration agreement, a diligent party may have recourse to pre-arbitration interim measures enforceable by Algerian courts.
Courts' attitude towards the competence-competence principle?	A court cannot claim jurisdiction over the subject-matter of a dispute already pending before an arbitral tribunal or subject to an arbitration pursuant to a valid arbitration agreement.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The enforcement of an arbitral award may be rejected if the arbitral A party resisting enforcement of a foreign arbitral award in Algeria may request from the Algerian court a stay of enforcement until annulment proceedings are complete.award is contrary to international public order.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	A party resisting enforcement of a foreign arbitral award in Algeria may request from the Algerian court a stay of enforcement until annulment proceedings have been concluded. If the award is eventually annulled by the courts of the seat, the party who has obtained the annulment of the award seek to enforce in Algeria the foreign judgment which has annulled the award in order to preclude attempt at enforcing the annulled award, pursuant to article 605 of the CAPC.
Other key points to note?	ϕ

ARGENTINA, BY RIVERA & ASOCIADOS

Law No. 27.449 regarding international commercial arbitration was passed on 25 July 2018 and published in the official bulletin on 26 July 2018. It since governs any and all questions regarding international commercial arbitration under Argentinian law as of its publications and implements substantial changes in this regard. This GAP Chapter on Argentina is currently being updated to incorporate the provisions and implications of the new law and will be published shortly.

The new Civil and Commercial Code, which has been in force since August 1st, 2015, contains a chapter on the arbitration agreement, which applies to both international and domestic arbitration. It does not apply to arbitrations to which the State or the Provinces are parties.

This chapter includes provisions on the: definition, form, content and effects of the arbitration agreement; types of disputes that may not be subject to arbitration; interim measures; appointment of arbitrators and challenging their appointment; and duties and compensation of arbitrators.

The National Civil and Commercial Code's chapter on the arbitration agreement does not regulate the procedural aspects of the arbitration. So, the chapter on the arbitration agreement is complemented with the existence of procedural regulations of arbitration in provincial procedural codes and in the National Civil and Commercial Procedural Code (1968), respectively applicable in each province and in the federal jurisdiction. These procedural codes provide for the recourses available after an award has been made (such as appeal, annulment and clarification requests) and the terms, grounds, and conditions for their filing.

The recognition and enforcement of foreign arbitral awards is primarily governed by the treaties signed and ratified by Argentina, notably the New York Convention, the OAS Inter-American Convention on International Commercial Arbitration 1975 (Panama Convention) and the Inter-American Convention on Extraterritorial Validity of Foreign Judgments and Arbitral Awards 1979.

Date of arbitration law?	The new Civil and Commercial Code, which has been in force since August 1st, 2015.
UNCITRAL Model Law? If so, any key changes thereto?	Currently the Executive Power has drafted a bill based on the Model Law that would apply exclusively to international commercial arbitrations. It has been approved by the Senate and is currently being analyzed by the House of Representatives.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There are no specialized courts or judges for arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	A tribunal may adopt *ex parte* interim measures (Article 1655 of the National Civil and Commercial Code) that are expressly allowed in domestic proceedings. In this regard, the power of judges to grant interim measures is very broad since the National Civil and Commercial Procedural Code expressly authorizes to grant any measure that may be necessary to provisionally ensure the enforcement of the final judgment under the circumstances (Section 230 of the NCCPC). However, the arbitrators' duty to ensure the equal treatment of the parties (Article 1662, Civil and Commercial Code) may be

	interpreted as imposing some limitations on their ability to adopt *ex parte* interim measures and arbitrators may decide to hear both parties before adopting any measure. That is why, in practice, Argentine lawyers prefer to request interim measures before domestic courts.
Courts' attitude towards the competence-competence principle?	Unless otherwise stated in the arbitration agreement, the arbitrators have the power to decide on their own jurisdiction, which includes the power to rule on the existence or the validity of the arbitration agreement (Article 1654, Civil and Commercial Code). Article 1656 of the Code recognizes the concept of *Kompentenz-Kompetenz*. It states that courts must refuse jurisdiction if the dispute is brought before them, unless the arbitral tribunal has not been constituted yet and the arbitration agreement is manifestly void or inapplicable. In *Francisco Ctibor SACI v. Wallmart* (2016) the Commercial Court of Appeal held that, according to this article 1656, the courts' intervention prior to the constitution of the arbitral tribunal is limited to cases in which the nullity of the arbitration agreement is evident and clear.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	According to Articles 760 and 761 of the National Civil and Commercial Procedural Code, an award issued in an arbitration at law may be annulled on the following grounds: • Essential procedural errors: Courts may only annul an award based on the existence of procedural flaws that affect due process but may not review the merits of the case. It is similar to Article V.1.b) of the New York Convention. • Award rendered after the term to do so has elapsed. • Award decides issues not submitted to the Arbitral Tribunal. It is similar to Article V.1.c) of the New York Convention. • Award is inconsistent or contains contradictory decisions. This ground is limited to the dispositive part of the award. Apart from these statutory grounds, in cases where a State entity is a party to the arbitration, the Argentine Supreme Court has held that an award may also be annulled if it is contrary to public policy or it is illegal, unreasonable or unconstitutional (*Cartellone. c. Hidroeléctrica Norpatagónica S.A.*, 2004). The 2015 reform has not affected the existence of this non-statutory ground. Concerning arbitration in equity (*amiable compositeur*), the award may not be appealed and it may be annulled if it was rendered after the time limit or if it decides issues not submitted to the arbitral tribunal (Section 771 of the National Civil and Commercial Procedural Code). Argentine commentators consider that the existence of essential procedural errors constitutes a non-statutory ground of annulment.
Courts' attitude towards the recognition and enforcement of	There are no precedents from Argentine Courts interpreting the New York Convention on this issue.

foreign awards annulled at the seat of the arbitration?	
Other key points to note?	• Argentine Commercial courts, in general, do not interfere with arbitration proceedings between private parties and have consistently refused to review the merits of awards. There are some isolated precedents in which the Commercial Court reviewed the interpretation of the contract made by the arbitral tribunal (*EDF International v. Endesa Internacional*, 2009) on the ground that the award had disregarded the applicable Argentine Law. However, no similar decision has been issued since. In disputes involving the Argentine State or other State parties, the risk of unreasonable domestic court intervention is significantly higher. • The existence of multiple – and sometimes contradictory – sources of law (Civil and Commercial Code and Civil and Commercial Procedural Codes in each province) hinders the existence of a modern arbitration law. The recent Arbitration Bill sent to Congress based on the UNCITRAL Model Law would provide a uniform regulation of international arbitration (for disputes primarily based on private law) thus limiting the scope of the Civil and Commercial Code and of all the provincial procedural codes to domestic arbitration. • Argentina still lacks a regulatory framework for the arbitration of disputes not primarily governed by private law –such as disputes concerning State parties based on public law– since the current Civil and Commercial Code does not apply to this type of dispute. It would be desirable to have a predictable legal framework for arbitration with state-owned companies or with the Argentine State.

AUSTRIA, BY CERHA HEMPEL SPIEGELFELD HLAWATI RECHTSANWÄLTE GMBH (CHSH)

The Austrian Arbitration Act offers high flexibility in respect to arbitration proceedings: There are few mandatory provisions, which particularly ensure the fair and equal treatment of the parties and provide for minimal state supervision. Generally, the state courts have proven to be reluctant to intervene in arbitration proceedings or to reverse decisions of arbitral tribunals. Jointly with the reliability and effectiveness of Austrian state courts, the legal and procedural framework in Austria offers strong arguments in favour of conducting arbitration proceedings in Austria.

Date of arbitration law?	The Austrian Arbitration Act setting out the current framework for arbitration entered into force on 1 July 2006.
UNCITRAL Model Law? If so, any key changes thereto?	The Model Law has mostly been implemented. Key differences are consumer and employee protection provisions, which practically make it impossible for sellers and employers to pursue claims against consumers or employees in arbitration.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	At the lower courts, there are no specialized arbitration judges. However, the Supreme Court has a specialized department and serves as the first and final instance for the adjudication of challenges to an award.
Availability of *ex parte* pre-arbitration interim measures?	*Ex parte* interim measures cannot be issued by an arbitral tribunal.
Courts' attitude towards the competence-competence principle?	State courts are generally arbitration-friendly and fully recognize the principle of competence-competence. The decision of the arbitral tribunal on its own competence is only subject to review in case of a challenge of the award.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	There are no additional grounds of annulment compared to the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	State courts generally do not recognize or enforce foreign awards that have been annulled at the seat of arbitration; if the ground for annulment have been a lack of arbitrability or a violation of *ordre public*, the state courts decide themselves if these grounds are also established under Austrian arbitration law.
Other key points to note?	Austrian arbitration law offers high flexibility in respect to the conduct of arbitration proceedings.

BRAZIL, BY TOZZINI FREIRE ADVOGADOS

Arbitration is a consolidated dispute resolution method in Brazil. Courts and scholars are informed on the subject, leading to uniform and safe decisions. High Courts and District Courts located in the key seats are friendly to arbitration.

Date of arbitration law?	The Brazilian Arbitration Law ("**BAL**")[4] was passed on 23 September 1996, with its constitutionality declared by the Brazilian Supreme Court ("*Supremo Tribunal Federal*") in 2001[5] and lastly reviewed in 2015 (Law 13,129/2015).
UNCITRAL Model Law? If so, any key changes thereto?	The BAL's working group got inspiration from UNCITRAL Model Law, the 1988 Spanish Arbitration Law, the 1958 New York Convention and the 1975 Panama Convention, without literally adopting their terms. While the UNCITRAL Model Law is one of the basis for the BAL, Brazil did not officially adhere to it and is not part of the official list of Model Law countries.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	All the Brazilian key seats have arbitration-specialized first instance courts,[6] and São Paulo has a specialized business section at the appellate level to judge arbitration-related matters[7].
Availability of *ex parte* pre-arbitration interim measures?	Parties to a future arbitration seek interim measures from courts, such as a pre-arbitral procedure (Art. 22-A BAL), which can be granted *ex parte* when the legislative requirements are fulfilled (Art. 300 §2, Code of Civil Procedure). The requirements are the likelihood of success of the claim on the merits and the risk of irreparable or serious injury, if the measure sought is not granted (Art. 300, Code of Civil Procedure).
Courts' attitude towards the competence-competence principle?	The BAL (Art. 20) and Brazilian Courts recognize the competence-competence principle, giving preference to arbitral tribunals over national courts to decide on objections to the jurisdiction of the arbitral tribunal[8].
Grounds for annulment of awards additional to those based on the criteria for the recognition and	Art. 32 of the BAL provides for additional and more general grounds for the annulment of awards. These are the following: the nullity of the arbitral agreement (section I); an award rendered by a person that had not right to serve as an arbitrator (section II);

4 See the translated version of the Brazilian Arbitration Law at: http://cbar.org.br/site/legislacao-nacional/lei-9-30796-em-ingles/.

5 Supreme Court, Recognition Procedure n.º 5.206, Justice Sepúlveda Pertence, date: 12/12/2001. Available at: http://stf.jus.br/portal/jurisprudencia/listarJurisprudencia.asp?s1=%28SE%24%2ESCLA%2E+E+5206%2ENUME%2E%29+OU+%28SE%2EACMS%2E+ADJ2+5206%2EACMS%2E%29&base=baseAcordaos&url=http://tinyurl.com/c7wyaxt.

6 In 2015, the National Council of Justice ("*Conselho Nacional de Justiça*", "*CNJ*", the public entity that supervises the judiciary in Brazil) made available a list of specialized Brazilian Courts in almost every state capitals: http://www.cnj.jus.br/noticias/cnj/80374-corregedoria-divulga-lista-de-varas-especializadas-em-arbitragem.

7 Creation of the Reserved Section for Business Law ("*Câmara Reservada de Direito Empresarial*") for arbitration-related matters: https://api.tjsp.jus.br/Handlers/Handler/FileFetch.ashx?codigo=31267.

8 *E.g.*: High Court of Justice, Competence Conflict nº 139519/RJ, Justice Regina Helena Costa, date: 11/10/2017. Available at: http://www.stj.jus.br/SCON/jurisprudencia/toc.jsp?livre=%22compet%EAncia-compet%EAncia%22&&b=ACOR&thesaurus=JURIDICO&p=true.

enforcement of awards under the New York Convention?	an award without the formal requirements set forth by Art. 26 of the BAL (summary of the case, legal grounds, decision, date and place) (section III); an award that exceeds the limits of the arbitration agreement (section IV); the substantiated proof of unfaithfulness, extortion or corruption of the arbitrator (section VI); an award rendered after the time limit has expired (section VII); and an award that violates the principles set forth by Art. 21 §2 of the BAL (adversarial, equality, impartiality and free conviction principles) (section VIII). As far as the enforcement of foreign awards is concerned, Art. 38 of the BAL contains similar provisions to those of the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	According to Art. 38, VI, of the BAL, an award which has been annulled at the seat of arbitration cannot be recognized or enforced in Brazil. The High Court rendered a leading case on this matter in 2015, denying enforcement to an award that had been rendered and annulled in Argentina[9].
Other key points to note?	According to Art. 33 of the BAL, the 90-day time limit for the party to seek annulment of the final or partial award is triggered with the notification of the award. This time limit will start to run also for the annulment of partial awards. When there is a request for clarifications of the award, the time limit runs from the decision on the clarifications is notified to the parties Partial and interim awards are enforceable according to Art. 23, §1 of the BAL.

[9] High Court of Justice, Special Section, Recognition Procedure nº 5782, date: 02/12/2015. Available at: https://ww2.stj.jus.br/processo/revista/inteiroteor/?num_registro=201101290847&dt_publicacao=16/12/2015.

BRITISH VIRGIN ISLANDS, BY WALKERS

Date of arbitration law?	The Act came into force on 1 October 2014.
UNCITRAL Model Law? If so, any key changes thereto?	The Act incorporates the UNCITRAL Model Law on International Commercial Arbitration (the **"Model Law**"), with minor additions and modifications.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	The BVI has a dedicated Commercial Court which was established in 2009 as a division of the Eastern Caribbean Supreme Court. The Commercial Court currently has two judges sitting full time and is experienced in dealing with arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	Unless otherwise agreed by the parties, an arbitral tribunal may at any time prior to the issuance of the award by which the dispute is finally decided, grant temporary measures ordering a party to: a) Maintain or restore the status quo pending determination of the dispute; b) Take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or d) Preserve evidence that may be relevant and material to the resolution of the dispute. Article 43 of the Act also prescribes that, on the application of a party, the BVI Court may, in relation to any arbitral proceedings which have been or are to be commenced in or outside the BVI, grant an interim measure. For further details, please see paragraph **Error! Reference source not found.**.
Courts' attitude towards the competence-competence principle?	Article 32 of the Act incorporates Article 16 of the Model Law which provides that the arbitral tribunal may rule on its own jurisdiction. If the arbitral tribunal rules as a preliminary question that it has jurisdiction, any party may apply to the BVI Court to determine the question of jurisdiction within thirty days after having received notice of the tribunal's ruling. The BVI Court's decision on jurisdiction is final.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	There is no general right of challenge or appeal to the BVI Court on the ground of errors of fact or law on the face of the award, although the parties are entitled to reserve such a right by including an express provision within their arbitration agreement permitting a challenge on the grounds of serious irregularity or on a question of law arising out of an award made in the arbitral proceedings.

	Article 79 of the Act incorporates Article 34 of the Model Law, which provides that an arbitral award may only be set aside by the BVI Court if a party provides proof that: a) a party to the arbitration agreement was under some incapacity or the agreement is not valid under the law to which the parties have subjected it; or b) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or c) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the award which contains decisions on matters not submitted to arbitration may be set aside; or d) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of the Act from which the parties cannot derogate, or, failing such agreement, was not in accordance with the Act; or The BVI Court finds that: a) the subject-matter of the dispute is not capable of settlement by arbitration under the laws of the BVI; or b) the award is in conflict with the public policy of the BVI.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Pursuant to section 81(1) of the Act, an award, whether made in or outside the BVI in arbitral proceedings by an arbitral tribunal is, by leave of the BVI Court, enforceable in the same manner as a judgment or order of the BVI Court that has the same effect. However, it is also expressly provided under section 83(1)(f)(ii) of the Act that the BVI Court may refuse to enforce an arbitral award if the award has been set aside or suspended by a competent authority of the foreign country where the award was made.
Other key points to note?	ϕ

BULGARIA, BY KAMBOUROV & PARTNERS

With very few exceptions, Bulgarian arbitration law mirrors the Model Law (1985) and follows the New York convention, which makes the local arbitration climate familiar and predictable to foreign practitioners. The local courts consistently demonstrate pro-arbitration attitude and a recent reform of the arbitration law even reduced the grounds for setting aside of domestic awards.

Notably, the local law makes non-arbitrable certain categories of disputes, some of which are traditionally arbitrable in other jurisdictions, such as alimony and labour disputes.

Date of arbitration law?	The International Commercial Arbitration Act was promulgated in 1988, the latest revision being of January 2017.
UNCITRAL Model Law? If so, any key changes thereto?	Bulgaria has implemented the 1985 version of the Model Law, but not the 2006 amended version. In 2017, Bulgaria excluded the contradiction to public policy as a ground for the setting aside of domestic awards. The Arbitration Act also restricts foreigners from sitting as arbitrators in domestic arbitrations and provides special requirements and qualifications to arbitrators.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Until January 2017, almost all arbitration related matters fell within the exclusive jurisdiction of the Sofia City Court (and upon appeal – within the jurisdiction of the Sofia Court of Appeal and the Supreme Court of Cassation). As of January 2017, some functions were decentralized. Now, the regional court at the domicile of the debtor issues the writs of execution for domestic awards; regional courts (not only in Sofia) further have jurisdiction to assist in the gathering of evidence and issuance of injunctive measures in support of arbitration. However, even after the 2017 reform, the Sofia City Court still has exclusive jurisdiction to act as a court of the first instance in proceedings for recognition and enforcement of foreign arbitral awards. The Supreme Court of Cassation retains its exclusive role as the only court instance that can hear motions for annulment of domestic awards. The concentration of jurisdiction in these courts leads to de facto specialization of the judges who repeatedly sit in arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	The Arbitration Act explicitly provides that at any time before or after instituting the arbitration proceedings, a party thereto may request from the state courts interim or injunctive measures. As a matter of principle, these are heard exclusively on an *ex parte* basis. The respondent may appeal only after the measure is imposed and notified to him.
Courts' attitude towards the competence-competence principle?	The competence-competence doctrine is well established in Bulgarian arbitration law and doctrine. Apart from being

	enshrined in an explicit legal provision,[10] in a recent decision,[11] the Supreme Court of Cassation held that a claim before the state courts for establishing the nullity of an arbitration clause is inadmissible if the dispute was already submitted to arbitration and while the arbitration is pending. Thus, the Supreme Court partially adopted the doctrine that the arbitrators shall be the first to rule on the validity of the agreement. It is only partially adopted as in the same judgment the Supreme Court held that if the dispute has not been submitted to arbitration yet, the party may have legitimate interest to seize directly the state courts. It is yet to be seen to what extent this judgment will be followed.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Until January 2017, the grounds for annulment mirrored Article 34 of the Model Law (1985 version) and the New York Convention governed the recognition and enforcement of foreign awards. The 2017 reform of the arbitration law excluded the violation of public policy from the list of grounds for the setting aside of domestic awards, which by operation of Article VII(1) of the New York Convention may also apply to recognition and enforcement of foreign awards. Consequently, compared to the Model Law and the New York Convention, the local law restricts the grounds on which an award may be set aside.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	By virtue of Article V.1(d) of the New York convention in conjunction with Article 51 of the Arbitration Act, Bulgarian courts would not enforce foreign awards annulled by the courts in the country of origin.
Other key points to note?	ϕ

10 Article 19 (1) of the Arbitration Act.

11 Decision No 40 of 29.06.2017 in commercial case No 2448 2015 of the Supreme Court of Cassation, First Commercial Division.

CANADA, BY BORDEN LADNER GERVAIS LLP

Canada is a federal state with ten provinces and three territories. Legislative power for commercial arbitration falls primarily within provincial and territorial jurisdictions. Canada and its provinces and territories have adopted the *UNCTRAL Model Law* ("Model Law")[12] and the New York Convention,[13] although with slight variations in the manner in which they were adopted.[14]

A number of provinces and territories, namely, British Columbia, Yukon Territory and Saskatchewan, have adopted the New York Convention under separate legislation specifically addressing the enforcement of foreign arbitral awards.[15] Those provinces and territories have also adopted the Model Law in their *International Commercial Arbitration Acts* ("ICAA").[16] Quebec, the sole civil law jurisdiction in Canada, incorporated the New York Convention and key aspects of the Model Law through amendments to the Civil Code of Quebec and the Code of Civil Procedure. The remaining provinces and territories have adopted the Model Law and the New York Convention into their *ICAAs.*[17]

Date of arbitration law?	International arbitration legislation was first introduced by the provinces in 1985/86. Domestic arbitration legislation goes further back in time. The dates of the current legislation across the provinces vary with British Columbia having most recently amended its international arbitration legislation in May 2018 to adopt the work of the Uniform Law Conference of Canada, which Ontario did in March 2017. Other provinces are considering similar amendments.
UNCITRAL Model Law? If so, any key changes thereto?	Yes. Canada and its provinces were among the first jurisdictions in the world to enact legislation expressly implementing the Model Law. It is incorporated into provincial legislation governing arbitration, in some cases in modified form.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No.
Availability of *ex parte* pre-arbitration interim measures?	Yes.

12 *UNCTRAL Model Law on International Commercial Arbitration*, UN Doc. A/40/17 (1985) Annex 1.

13 *Convention on the Recognition and Enforcement of Foreign Arbitral Awards*, *June* 10, 1958, 330 UNTS 3, 21 UST 2517, TIA No. 6997. The Federal Government of Canada has also enacted federal legislation pertaining to arbitration, the *Commercial Arbitration Act*, RSC 1985, c 17 (2nd Supp) [**Federal *CAA***], but it does not deal with international commercial arbitration.

14 The Uniform Law Conference of Canada has approved its working group's final report, which included a proposed new uniform International Commercial Arbitration Act for implementation throughout Canada. The proposed Act takes into account the 2006 revisions to the Model Law and aims to clarify inconsistencies in current legislation.

15 *Foreign Arbitral Awards Act,* RSBC 1996, c 154; *Foreign Arbitral Awards Act,* RSY 2002, c 93; *Enforcement of Foreign Arbitral Awards Act,* SS 1996, c E-9.12; *United Nations Foreign Arbitral Awards Convention Act,* RSC 1985, c 16 (2nd Supp) [**UNFAACA**].

16 *International Commercial Arbitration Act*, RSBC 1996, c 233; *International Commercial Arbitration Act,* RSA 2000, c I-5; *International Commercial Arbitration Act,* RSY 2002, c 123; *International Commercial Arbitration Act,* SS 1988-198, c I-10.2.

17 *International Commercial Arbitration Act,* RSA 2000, c I-5; *International Commercial Arbitration Act,* RSNL 1990, c 1-15; *International Commercial Arbitration Act, RSPEI* 1988, c I-5; *International Commercial Arbitration Act,* RSNS 1989, c 234; *International Commercial Arbitration Act, 2017*, SO 2017, c 2, Schedule 5, s 15; *International Commercial arbitration Act,* RSNB 2011, c 176; *International Commercial Arbitration Act,* RSNWT (Nu) 1988, c 1-6; *International Commercial Arbitration Act,* CCSM, c C151.

Courts' attitude towards the competence-competence principle?	Highly respected.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	None.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Courts will approach this issue on a case-by-case basis. Courts in the past have recognised the permissive nature of this issue under the New York Convention and, in certain circumstances, may enforce an award that has been set aside at the seat. However, Canadian courts will certainly consider the status of an award at the seat, including whether a challenge to it has not yet been determined.
Other key points to note?	ϕ

CHINA (MAINLAND), BY HERBERT SMITH FREEHILLS

China has not adopted the UNCITRAL Model Law ("Model Law"). Although certain key elements of the Model Law have influenced Chinese domestic legislation, many aspects of arbitration seated in China diverge from the Model Law. For example, tribunals seated in mainland China are not empowered by law to order interim measures. China does not apply the doctrine of competence-competence; the power to decide a tribunal's jurisdiction lies with arbitral institutions and the competent courts, rather than the tribunal itself.

Arbitration is a commonly used dispute resolution mechanism for Sino-foreign disputes in China. It is a key characteristic of the Chinese arbitration regime that PRC law draws a distinction between purely domestic disputes (where all parties and other elements of the dispute are based in mainland China) and "foreign-related" disputes (broadly, where one or more party is domiciled or habitually resides outside mainland China, or where the subject matter of the dispute is outside mainland China). This critical distinction affects many aspects of the arbitration. Overall, the regime for foreign-related disputes is considerably more flexible and similar to international standards than that for purely domestic disputes.

Date of arbitration law?	The PRC Arbitration Law has been in force since 1995. An amendment concerning the qualifications of the arbitrators is effective from 1 January 2018.
UNCITRAL Model Law? If so, any key changes thereto?	China has not adopted the UNCITRAL Model Law. Although certain key elements from the Model Law can be seen to have influenced Chinese domestic legislation, PRC Arbitration Law and legal practice differs in a number of ways from jurisdictions that have adopted the Model Law.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There are 4 levels of courts of general jurisdiction: Basic (at local level), Intermediate (at city level or equivalent), Higher (at provincial level) and the Supreme People's Court in Beijing. There are also a number of courts of specialist jurisdiction (e.g. maritime courts and intellectual property courts). For arbitration involving foreign elements (*e.g.*, where one party is not Chinese, or the subject matter of the dispute is located outside mainland China), applications related to setting aside the award, and validity of an arbitration agreement shall be subject to intermediate people's courts. For maritime or maritime trade disputes, cases concerning the validity of an arbitration agreement are subject to the jurisdiction of a maritime court. For recognition and enforcement of foreign awards under the New York Convention, the intermediate court where the award debtor is domiciled or has enforceable assets shall have jurisdiction. Generally, a special division of the court is set up to hear arbitration related matters together with other commercial cases.
Availability of *ex parte* pre-arbitration interim measures?	Pre-arbitration interim measures are available in aid of domestic arbitration and foreign-related Chinese arbitrations administered by arbitration commissions established in mainland China. They are not available in support of an arbitration seated outside mainland China.

Courts' attitude towards the competence-competence principle?	PRC Arbitration Law does not recognise the principle of competence-competence. Instead, the power to determine the tribunal's jurisdiction is vested in the relevant arbitral institution and the competent courts. In practice, a Chinese arbitral institution may delegate to arbitral tribunals to rule on their own jurisdiction. However, when one party has applied to the court to rule on the validity of the arbitration agreement (including the jurisdiction of the tribunal), and the other party requests the arbitral institution to decide the same issue, the court takes precedence over the arbitral institution. (Where the objection is first raised with the arbitral institution and a decision has been made, the court will not accept a later application to challenge the tribunal's jurisdiction).
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	For foreign awards, in general there is no additional ground for non-enforcement in China than those specified in New York Convention. However, the Chinese courts may refuse to recognise or enforce an award for reasons such as expiry of the limitation period for enforcement (2 years) under PRC law.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Chinese courts will generally refuse to recognise or enforce an arbitral award that has been annulled at its seat.
Other key points to note?	ϕ

CZECH REPUBLIC, BY BŘÍZA & TRUBAČ ATTORNEYS AT LAW

In the Czech Republic, arbitration enjoys a status equivalent to court proceedings. Arbitration has multiple advantages to the traditional court proceedings *e.g.,* single instance, prompt proceedings, informality and reasonable costs. Nowadays we witness a rapid growth in popularity of international arbitration both *ad-hoc* and institutional in the Czech Republic. Many significant domestic and international disputes are arbitrated under the various institutional rules. This has been buttressed by the recent Supreme Court case-law, under which it is possible to submit a wholly domestic dispute to international arbitration.

Date of arbitration law?	The law governing arbitration is found in the Arbitration Act[18] and the Act on Private International Law.[19]
UNCITRAL Model Law? If so, any key changes thereto?	Despite the fact that the Arbitration Act is not an express incorporation of the UNCITRAL Model Law, the majority of its provisions and all its fundamental principles in fact reflect the Model Law. The main differences are in the rules pertaining to arbitrators, the power of arbitrators to order interim measures and the conduct of arbitral proceedings. The Arbitration Act also does not provide for as much detail as the Model Law, since it refers to the provisions of the Civil Procedure Code with respect to issues not regulated by the Arbitration Act.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There is no specialized court dealing with arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	Arbitral tribunals are not empowered to order any interim measures. They do not even have the power to apply for interim measures to the court. The Arbitration Act states that only the parties may apply to the competent court (the court that would hear the dispute if the arbitration agreement did not exist) to grant interim measures in case the enforcement of an arbitral award may be jeopardized. This applies irrespective of whether the arbitration has been submitted or whether an obligation is imposed on a third party.
Courts' attitude towards the competence-competence principle?	Pursuant to the Arbitration Act, the arbitral tribunal has the power to decide on its own jurisdiction and the courts do not have jurisdiction to make preliminary rulings on the arbitral tribunal's jurisdiction once it has been constituted. If the respondent objects to the arbitral tribunal's jurisdiction in a court after an arbitration has been initiated, the court will stay its proceedings until the arbitral tribunal decides on its jurisdiction. If, however, an objection to the arbitral tribunal's jurisdiction is filed with a court before the commencement of the arbitration,[20] the court will

18 Act No. 216/1994 Coll., on arbitral proceeding and on enforcement of arbitral awards.

19 Act No. 91/2012 Coll., on Private International Law (the "PIL").

20 The arbitral proceeding is deemed commenced on the day on which the request for arbitration is delivered to the permanent arbitration court or a presiding arbitrator if there is no arbitration court (such as *ad hoc* arbitration).

	decide if there is a valid arbitral agreement. An objection on the grounds of the non-existence, invalidity or termination of the arbitration agreement must be raised by way of an application with a court to rule on this issue no later than at the moment of the objecting party's first procedural act concerning the merits unless the invalidity of the agreement is based on the fact that it was not possible to conclude the agreement in the case.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	In addition to the grounds recognized by the New York Convention, the Arbitration Act allows an award to be challenged on the following grounds in the Czech Republic: (i) the arbitral award was not adopted by a majority of the arbitrators; (ii) the arbitral award requires the party to satisfy an impossible or illegal obligation under Czech law or an obligation not requested by the claimant; and (iii) the rules of the Czech Civil Procedure Code allow a case to be re-opened – such as the discovery of a new circumstance or evidence which existed at the time of the proceedings but was unknown to the given party. Under the Supreme Court's case law only arbitral awards issued in the Czech Republic (where the (legal) seat of arbitration was in the Czech Republic) may be set aside by the Czech court.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	An award annulled at the seat, is denied enforcement in the Czech Republic. Unlike the New York Convention where the non-enforcement by reason that the award has been set aside by the court of the seat of arbitration is stipulated as a possibility, the denial of enforcement for this reason is mandatory under Czech law.
Other key points to note?	ϕ

DENMARK, BY PLESNER

Arbitration is a well-established dispute resolution mechanism in Denmark which enacted its first piece of statutory legislation dedicated to arbitration in 1972, when Denmark also acceded to the New York Convention on the Recognition and Enforcement of Foreign Awards (New York Convention). Denmark became a UNCITRAL model law country with the 2005 revision of the Danish Arbitration Act (DAA),[21] incorporating the 1985 version of the model law. While Denmark has not yet implemented the latest version of the model law, the jurisdiction nonetheless offers a modern and internationally recognizable legal framework for conducting arbitrations. Additionally, an imminent legal reform will, when adopted, align Denmark with the current model law and other best international practices in the field of arbitration and potentially even provide further "arbitration-friendly" benefits such as restrictions on appeal of arbitration-related court decisions and centralization of all such decisions at one specialised court.

Date of arbitration law?	The first piece of statutory legislation dedicated to arbitration was in 1972. It was revised in 2005.
UNCITRAL Model Law? If so, any key changes thereto?	Denmark is a model law country. However, the 2006 revision of the Model Law has not yet been incorporated into the DAA. As a consequence, while the DAA does set out a regime for the issuance of interim measures (albeit not to the level of detail of the 2006 model law), there is currently no applicable rules on the enforcement of interim measures ordered by arbitral tribunals. The contemplated legal reform of the DAA is expected to remedy this discrepancy between the model law and Danish legislation. The territories of Greenland and the Faeroe Islands, which enjoy Home Rule, still apply the 1972 Danish Arbitration Act and are thus not model law countries (territories).
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	At present, the DAA and the Danish Administration of Justice Act (AJA) do not draw a clear distinction between decisions taken by courts in connection with arbitral proceedings and regular litigation. As such, motions in relation to arbitral proceedings must be introduced at the competent district court (in Danish: *Byretten*) with the high court (in Danish: *Landsretten*) and, potentially, the Supreme Court acting as an appellate jurisdiction. The legal reform will, if adopted in its current form, concentrate all arbitration-related matters at the Maritime and Commercial Court of Copenhagen (in Danish: *Sø- og Handelsretten*) and significantly restrict the possibility of appeal of arbitration-related court decisions.
Availability of *ex parte* pre-arbitration interim measures?	The existence of an arbitration agreement does not preclude parties from seeking interim relief from the courts in accordance with section 40 of the AJA, but Danish courts would normally not accept granting such relief without affording all concerned parties with an opportunity to comment. Such *ex parte* measures would

[21] The law was voted unanimously by the Danish Parliament on 14 June 2005, published on 24 June 2005 and entered into force on 1 July 2005. It is available at:

http://voldgiftsinstituttet.dk/wp-content/uploads/2015/01/danish_arbitration_act_2005.pdf.

	in all likelihood be considered at variance with the principle of equal treatment set forth at section 18 of the DAA.
Courts' attitude towards the competence-competence principle?	The arbitral tribunal is competent to rule on its own jurisdiction (DAA, section 16). The arbitral tribunal's positive finding that it has jurisdiction over a matter can be contested before the courts within 30 days, provided that a partial award is issued on jurisdiction (Section 16(3) of the DAA; negative findings by the arbitral tribunal cannot be brought before the courts). Such recourse is not suspensive of the arbitration. The competence of state courts in arbitration-related matters is narrowly defined, *i.e.,* when seized of motion against the competence of the arbitral tribunal, the court will only examine the validity of the arbitration agreement and arbitrability of the issues at hand and will otherwise desist itself in favour of the arbitral tribunal (DAA, section 8(1)).
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	DAA mirrors the grounds set forth in the New York Convention for setting aside or denying enforcement of an award. Moreover, these grounds are narrowly construed in Danish case law.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The rules set forth at section 39 of the DAA on the grounds for denying enforcement of awards are mandatory, including part 1(e) which refers to awards that have not become binding or have been set aside at the seat. Whereas the wording of the provision ("*can be denied*") suggests some discretion for the courts, we are not aware of any examples of courts having accepted to enforce awards that were annulled at the legal seat.
Other key points to note?	ϕ

DOMINICAN REPUBLIC, BY JIMÉNEZ CRUZ PEÑA ABOGADOS

Law 489-08 on Commercial Arbitration governs arbitration proceedings, and the enforcement of commercial arbitration awards in the Dominican Republic. The Dominican Republic is a monistic legal system, whereby the same set of rules applies to both domestic and international arbitration proceedings seated in the Dominican Republic.

Pursuant to article 1 of Law 489-09, an arbitration is international if: (i) the parties to an arbitration agreement have their places of business in different states at the time of conclusion of that agreement; or (ii) the parties are domiciled outside the Dominican Republic; or (iii) a substantial part of the obligations of the commercial relationship is to be performed outside the state where the parties' places of business are located.

Date of arbitration law?	19 December 2008
UNCITRAL Model Law? If so, any key changes thereto?	Yes, Law 489-08 is based on the UNCITRAL Model Law with a few variations. Among these variations: • a specific procedure is set out for the notification of the request for arbitration when the Dominican state acts as defendant in commercial and investment arbitrations; • the number of arbitrators must be an odd number; • there is a time limit to initiate arbitration proceedings when an interim measure is granted by a local court.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No, there are no specialized courts or judges in the Dominican Republic for arbitration-related matters, except for the Civil and Commercial Chamber of the First Instance Court of the National District, which has exclusive jurisdiction to rule on requests for recognition and enforcement of foreign arbitral awards.
Availability of *ex parte* pre-arbitration interim measures?	Yes, parties can request *ex parte* interim measures before or during the arbitration proceedings. Such a request is not incompatible with and cannot be construed as a waiver to the arbitration agreement.
Courts' attitude towards the competence-competence principle?	Courts tend to abide by the *kompetenz-kompetenz* principle, holding that they do not have jurisdiction when there is an arbitration agreement referring the parties to arbitration.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The Commercial Arbitration Law 489-08 follows the provisions of the UNCITRAL Model Law and of the New York Convention regarding the grounds for challenging an arbitral award. There are no additional grounds to those based on the criteria established in these texts.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The attitude of courts towards requests for recognition and enforcement of foreign arbitral awards has been positive, and they have abided by the principles and procedures stated in the law. The courts make no distinction between international arbitral awards rendered in the Dominican Republic and those rendered abroad.

Other key points to note?	Law 489-08 does not contain any provision establishing the capacity of arbitrators to issue orders or subpoenas. However, article 32 of Law 489-08 allows the arbitrators to request the assistance of a court to obtain evidence and the court will have the obligation to issue the corresponding order.

EGYPT, BY ZULFICAR & PARTNERS

The Egyptian Arbitration Act, which is principally derived from the UNCITRAL Model Law, addresses all principal aspects of the arbitral proceedings including the arbitration agreement, issues of arbitrability, the composition of the arbitral tribunal, the challenge of arbitrators, the conduct of the proceedings, the intervention and assistance by domestic courts throughout the proceedings, the applicable law(s) and the rules pertaining to the award, its annulment and enforcement. Albeit being generally arbitration friendly, the courts can intervene in matters such as deciding on the validity of an arbitration agreement, the challenge of arbitrators, the default power to order interim measures and conduct daunting procedures for enforcement and/or recognition.

Date of arbitration law?	The Arbitration Act was promulgated on 21 April 1994, entered into force as of 22 May 1994 and was slightly amended in 1997 and 2000.
UNCITRAL Model Law? If so, any key changes thereto?	The Arbitration Act is primarily based on the 1985 UNCITRAL Model Law but deviates from the Model Law in certain respects, including the following: the application of the Arbitration Act to both domestic and international arbitration as well as arbitration seated abroad where the parties agreed to its extra-territorial application, the internationalization of arbitration, the overriding mandatory requirement for an arbitration agreement to be in writing for purposes of validity, the strict rule on incorporation of arbitration agreements by express reference, the annulment of awards on the basis of exclusion of the chosen applicable law, the prohibition of annulment of a partial award or a decision on jurisdiction before the issuance of the final award, etc.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	ϕ
Availability of *ex parte* pre-arbitration interim measures?	Domestic courts have the power to rule on *ex parte* as well as ordinary adversarial requests for interim measures if the circumstances reflect urgency, necessity and likelihood to prevail on the merits.
Courts' attitude towards the competence-competence principle?	ϕ
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Egyptian courts are generally arbitration friendly and generally do not review domestic or foreign arbitral awards on the merits, i.e. whether the Arbitration Act is applicable or the New York Convention is applicable, save in cases raising public policy issues. Moreover, Egyptian courts have confirmed that foreign counsel may appear and represent parties in arbitral proceedings seated in Egypt. In case of applicability of the Arbitration Act, the annulment procedures are significantly simplified and accord little to no power with respect to review of the award on the merits by the

	court, save in cases where the award contravenes principles of public policy. In case of foreign awards, the courts apply the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	In case of foreign awards, the courts apply the New York Convention. Egyptian courts have had little experience with the enforcement of awards annulled at the seat but are expected to apply the New York Convention rules.
Other key points to note?	The enforcement procedure for foreign awards may be burdensome and relatively lengthy. The application for enforcement takes the form of an exequatur, but may, on average, take one to two years to secure an enforcement order. There is also a fee recoverable by the court which is based on a percentage of the amount of the dispute reaching around 2.5% of the awarded value. Annulment however does not, in principle, preclude enforcement except upon reasoned request of the relevant party and the court's decision to stay enforcement pending determination of the annulment. The Arbitration Act and, more generally, the Egyptian arbitration practice may benefit from further input with regard to internationally developed practices which remain undeveloped in Egypt, namely: conclusion of arbitration agreements electronically, extension of arbitration agreements to third parties, anti-suit injunctions, third-party funding, simplification of enforcement procedures, etc.

ENGLAND & WALES, BY EVERSHEDS SUTHERLAND

The 1996 Act was drafted to align the arbitration laws of England and Wales with international practices whilst ensuring that key principles that had emerged from the common law were preserved. The 1996 Act is broadly based on the UNCITRAL Model Law (though wider in scope) and incorporates internationally recognised principles of arbitration. Party autonomy is at the centre of the 1996 Act, and accordingly, with few exceptions, most provisions may be altered or contracted out of by the parties. The English courts enjoy wide powers to support arbitral proceedings, but in line with the principle of non-intervention contained within section 1(c) of the 1996 Act, the English courts have in practice shown deference to arbitral tribunals, and have refrained from intervening.[22]

Notably, the 1996 Act allows for arbitral awards to be appealed to the English courts on a point of law, where the parties have not agreed otherwise – this is a peculiarity of the 1996 Act not reflected in the Model Law.

Date of arbitration law?	1996 (with most provisions coming into force on 31 January 1997).
UNCITRAL Model Law? If so, any key changes thereto?	The UNCITRAL Model Law was not adopted wholesale, but the 1996 Act is broadly based on it, with the scope of the 1996 Act being wider. One of the key changes in the 1996 Act is that it allows for arbitral awards to be appealed on a point of law (section 69 of the 1996 Act).
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Yes, arbitration matters are generally dealt with by suitably experienced judges in the courts which determine commercial disputes, primarily in the specialist courts of the Business and Property Court of the High Court of Justice, which includes the Commercial Court, the Admiralty Court, the Technology and Construction Court, the Circuit Commercial Court (formerly, the Mercantile Court) and the Chancery Division courts.[23]
Availability of *ex parte* pre-arbitration interim measures?	Pre-arbitration interim measures are available from the courts, and the courts will grant these *ex parte* (or without notice), where appropriate. However, these are subject to a subsequent inter partes (on notice) hearing to determine whether the interim measure should remain in place. Section 44 of the 1996 Act, which deals with the English courts' powers exercisable in support of arbitral proceedings, restricts the courts' powers to situations where the arbitral tribunal or institution holding those powers either "*has no power or is unable for the time being to act effectively*" (section 44(5) of the 1996 Act). It is not uncommon for a court to grant such interim measures.
Courts' attitude towards the competence-competence principle?	The principle of competence-competence is firmly stated in section 30(1) of the 1996 Act and is respected by the English courts. However, there are circumstances where, either by

22 Note that there are recent cases demonstrating that the English courts are willing to grant injunctions to stop a foreign-seated arbitration (see *e.g. Excalibur Ventures LLC v Texas Keystone Inc [2011] EWHC 1624 (Comm); Whitworths Ltd v Synergy Food Ingredients & Processing BV [2014] EWHC 4239 (Comm)).*

23 Claims under the 1996 Act must be commenced in accordance with the High Court and County Courts (Allocation of Arbitration Proceedings) Order 1996. Details about the appropriate forum for bringing an arbitration claim are also contained within Rule 62 of the Civil Procedure Rules ("CPR") and in the corresponding Practice Direction to Part 62.

	agreement or with the permission of the arbitral tribunal, the English courts may give a preliminary ruling on the arbitral tribunal's jurisdiction (section 32 of the 1996 Act). A tribunal's decision on its own jurisdiction may be subsequently challenged before the courts (section 30(2)) and the English courts have shown that they are willing to review a tribunal's decision on its own jurisdiction.[24]
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The 1996 Act allows the courts to vacate an award, where it has been successfully appealed on a point of law arising from the tribunal's award pursuant to section 69 of the 1996 Act.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The English courts will generally abide by the decision of the tribunal at the seat of the award. The courts will not normally enforce an arbitral award that has been vacated (*i.e.*, annulled at the seat), but there are limited situations in which the English courts may depart from this approach, for example, where the foreign court's set-aside decision was "*so extreme and incorrect as not to be open to [that foreign] court acting in good faith*".[25]
Other key points to note?	ϕ

[24] See *e.g.*, *Dallah Real Estate and Tourism Holding Company v The Ministry of Religious Affairs, Government of Pakistan* [2010] UKSC 46.

[25] *Maximov v Open Joint Stock Company "Novolipetsky Metallurgichesky Kombinat"* [2017] EWHC 1911 (Comm).

FINLAND, BY CASTRÉN & SNELLMAN

Arbitration in Finland is very common, especially in business-to-business disputes. Finnish courts respect arbitration agreements, and are able and willing to provide swift assistance to arbitral proceedings, *inter alia*, by providing provisional relief in support of arbitration. Finland has an active arbitration community with internationally highly regarded arbitration experts.

Date of arbitration law?	The Finnish Arbitration Act (967/1992, 'FAA') came into force in 1992.
UNCITRAL Model law? If so, any key changes thereto?	The FAA is based on the UNCITRAL Model law, but like for example Sweden, Switzerland and France, Finland is not formally a model law country.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There are no special arbitration courts in Finland. All arbitration related matters are handled by the ordinary courts (District Courts, Courts of Appeal and the Supreme Court).
Availability of *ex parte* pre-arbitration interim measures?	Courts may and often do issue *ex parte* interim measures.
Courts' attitude towards the competence-competence principle?	The competence-competence principle is accepted and applied in Finland.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Foreign arbitral awards can be challenged on the grounds set out in the New York Convention. The only exception is that a foreign arbitral award cannot be challenged if the subject matter of the dispute is not capable of settlement by arbitration under Finnish law. The grounds for challenging a domestic arbitral award are similar to those set out in the New York convention and the UNCITRAL Model law. A notable difference is that an arbitral award under limited circumstances is considered null and void. One reason for an arbitral award to be declared null and void is if it is not signed by the arbitrator. An arbitrator's refusal to sign the award will not lead to it being null and void, if the award is signed by the majority of arbitrators and contains a statement by them on why the non-signing arbitrator has refused to sign the award. Challenge proceedings can generally be handled quite rapidly, as there seldom is a need for extensive witness testimony in challenge proceedings. There are no official statistics, but recent case law suggests that challenge proceedings last approximately 12 – 18 months in the district courts. The district court decision may be appealed if a leave of appeal is granted, and proceedings in the Court of Appeal last approximately as long as in the district courts. If leave of appeal to the Supreme Court is granted it will generally take at least 18 months before the decision is rendered.

	Challenge proceedings do not automatically stay the enforcement of arbitral awards. However, the court before which an action for challenging an award is pending may order that enforcement shall be stayed. Only final awards are enforceable in Finland. Thus, interim awards are not enforceable in Finland, whereas separate awards can be enforced.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	A foreign award, which has been set aside in the state in which, or under the law of which, that award was made, will not as a rule be recognised and enforced in Finland.
Other key points to note (significant idiosyncrasies not covered elsewhere)?	ϕ

FRANCE, BY AUGUST DEBOUZY

France has one of the most advanced and liberal arbitration frameworks in the world. Arbitration practitioners have thus wide discretion to adapt the arbitral proceedings. The State courts widely support arbitration and systematically give priority to the arbitrators to rule upon their jurisdiction. Overall, unless the arbitration agreement is held to be manifestly void or manifestly inapplicable, which is extremely rare, the State courts systematically decide that they lack jurisdiction when they are confronted with a dispute that appears to arise from an arbitration agreement. Finally, the enforcement of foreign arbitral awards is highly effective, notably because an award set aside at the seat can still be enforced in France.

Date of arbitration law?	The rules applicable to domestic and international arbitration were compiled in the second part of the 20th century and result from a decree of 14 May 1980 on domestic arbitration and a decree of 12 May 1981 on international arbitration. A decree of 13 January 2011 reformed the current rules on both domestic and international arbitration, embodied in Articles 1442 to 1503 CCP (domestic arbitration) and 1504 to 1527 CCP (international arbitration).
UNCITRAL Model Law? If so, any key changes thereto?	The French arbitration law had existed long before the UNCITRAL Model Law was created and implemented in numerous countries. Although both systems adopt a liberal approach to international arbitration, the French system seems even more liberal than the UNCITRAL Model Law. By way of example, French arbitration law does not require the international arbitration agreement to be in writing whereas the UNCITRAL Model Law does. In addition, the enforcement of a foreign award cannot be refused on the ground that the award was set aside at the seat of arbitration.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	With regards to both domestic and international arbitration, the decree of 13 January 2011 created a dedicated judge (*juge d'appui*) who has jurisdiction over arbitration-related issues and who acts in support of arbitral proceedings. Such judge may assist the parties in the constitution of the arbitral tribunal if any problem arises. In addition, the Paris Court of Appeal has a dedicated division exclusively focused on arbitration (Section 1, Chamber 1) in order to ensure coherent case law. Similarly, the French *Cour de cassation* – the higher degree of jurisdiction in set-aside proceedings in France – systematically assigns such proceedings to its first civil division. Given the number of arbitral proceedings seated in France and the arbitration-friendly approach adopted by French lawmakers, judges dealing with arbitration-related matters are generally used to arbitration and they are familiar with the applicable rules.
Availability of *ex parte* pre-arbitration interim measures?	Pursuant to Article 1449 CCP, which is applicable to both domestic and international arbitration, the existence of an arbitration agreement does not prevent a party from seeking pre-arbitration interim or conservatory measures before a State court as long as the arbitral tribunal has not been appointed. Such measures can be ordered to gather evidence before commencement of the

	arbitral proceedings. A party who seeks other interim or provisional measures, such as freezing orders (*mesures conservatoires*) or constitution of escrow accounts reserves (*séquestre*), shall have to demonstrate urgency.
Courts' attitude towards the competence-competence principle?	The principle is widely adopted, recognized and respected by French judges as it is enshrined in the CCP. According to Article 1448 CCP, which applies to both domestic and international arbitration, State judges cannot rule on the jurisdiction of the arbitral tribunal unless *(i)* the arbitral tribunal is not constituted yet and *(ii)* the arbitration agreement is manifestly void or manifestly inapplicable. The judgments where State courts considered that the arbitration agreement was manifestly void or manifestly inapplicable are extremely rare as this concept is construed very narrowly.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	There are no additional grounds for the annulment of international awards. In domestic arbitration, as an additional condition, the award must be signed and state the reasons for the decisions therein, its date, the name(s) of the arbitrators and it must be adopted by a majority vote.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Contrary to the vast majority of other jurisdictions, the annulment of the arbitral award at the seat of arbitration is neither a ground nor even a significant factor to prevent such award from being recognised or enforced in France. Indeed, French arbitration law considers that the award is not attached to the seat of arbitration but rather forms part of an "arbitral legal order" distinct from state jurisdictions' legal orders, and that its annulment at the seat has no impact on its validity.
Other key points to note?	An international arbitral award can only be enforced in France if it is rendered effective by an enforcement order called "*exequatur*". This procedure is non-adversarial and only allows the French judge for a limited control. Indeed, the judge is solely requested to verify if the award that he or she is requested to enforce does exist and whether it is not manifestly contrary to the French definition of international public policy. The cases where French judges refuse to grant an *exequatur* are very rare.

THE GAMBIA, BY FARAGE ANDREWS LAW PRACTICE

Date of arbitration law?	29 July 2005, with an amendment on 27 June 2006.
UNCITRAL Model Law? If so, any key changes thereto?	The Alternative Dispute Resolution Act 2005 ("ADR Act 2005") addresses numerous forms of alternative dispute resolution, and both domestic and international arbitration, but to the extent it addresses international arbitration it is largely based on the 1985 UNCITRAL model law, with inter alia the following differences: • Public policy as a ground for setting aside/refusing recognition or enforcement is partially defined; • The limitation period for an application for setting aside an award on the (public policy) basis that it "was induced or affected by fraud, corruption or gross irregularity" runs from when such ground was, or could reasonably have been, discovered; • There is provision for the appointment of an umpire, an individual who largely takes over the role of the tribunal in the event of a deadlock; • The substantive law governs the formalities required for the award; and • There are relatively detailed provisions on costs.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No.
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	The ADR Act 2005 (s. 30) enshrines the competence-competence principle, and there is no Gambian case law available in connection with this.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	No, but the ADR Act 2005 (s. 53(3)) indicates that matters in conflict with public policy include an award being "induced or affected by fraud, corruption or gross irregularity" or "a breach of the rules of natural justice" occurring during the proceedings or in connection with the making of the award.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The ADR Act 2005 (s. 53(1)(a)(v)) provides that Gambian courts may refuse to recognise or enforce an award that was annulled at the seat of the arbitration. There is no Gambian case law available in this regard.
Other key points to note?	The ADR Act 2005 (s. 55) explicitly allows parties to an "*an international commercial agreement*" to adopt "*the UNCITRAL Arbitration Rules […] or any other international arbitration rules*" to the exclusion of the provisions of the ADR Act 2005 itself.

GERMANY, BY CMS HASCHE SIGLE

The revision of the German arbitration law in 1998 has strengthened the focus on party autonomy, giving the parties considerable freedom in structuring the arbitration proceedings according to their needs. The German arbitration law is modeled closely on the 1985 UNCITRAL Model Law. It applies regardless of whether the arbitration is domestic or international. Furthermore, the dispute need not be of a commercial nature. Only very few mandatory statutory provisions limit the parties' freedom of contract. In 2016, the Ministry of Justice and Consumer Protection has installed a working group to review the German arbitration law in light of the 2006 amendments to the UNCITRAL Model Law.

All arbitration-related matters that require the assistance of state courts are handled by the German Higher Regional Courts. They do not act as a full court of appeal but limit their review potential grounds for annulment or refusal of recognition within a strictly limited scope (mainly questions of due process and public policy). The courts are considered to be efficient when they are requested to decide on arbitration matters. Germany has ratified the New York Convention ("NYC") without any reservations. Courts tend to adhere strictly to its provisions.

Date of arbitration law?	German arbitration law is found at §§ 1025 - 1066 ZPO and was last revised in 1998.
UNCITRAL Model Law? If so, any key changes thereto?	The German arbitration law is based in large parts on an adoption of the 1985 UNCITRAL Model Law with only few minor amendments.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Ordinary courts (the Higher Regional Courts as first instance) handle jurisdictional challenges and the annulment and enforcement of awards. Within these courts, all arbitration-related cases are regularly assigned to one specific division ("*Kammer*") ensuring a certain level of knowledge and experience.
Availability of *ex parte* pre-arbitration interim measures?	The courts may grant *ex parte* interim measures.
Courts' attitude towards the competence-competence principle?	The arbitral tribunal may rule on its own jurisdiction. If the arbitral tribunal rules on jurisdiction as a preliminary question, any party may seize the state courts (as envisaged by the UNCITRAL Model Law).
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Only the grounds set out in the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The question of whether German courts are bound by the foreign court's set-aside decision is not finally settled. In the past, they have regularly respected the foreign court's decision without reviewing the merits *de novo.*

Other key points to note?	• Partial awards are recognized and enforced in accordance with the NYC. • Duration of proceedings to obtain the enforcement of an award: usually between three months and one year (possibly longer when the German Supreme Court ("BGH") is seized). • Arbitration agreements are to be signed by all parties; there are stricter form requirements for particular groups of individuals (*e.g.,* consumers). • German courts have a long-standing tradition of respecting arbitration agreements and exercising restraint in interfering with decisions by arbitral tribunals.

GHANA, BY N. DOWUONA & COMPANY

The ADR Act became effective on May 31, 2010, when it received presidential assent. It replaced the Arbitration Act, 1961 (Act 38) and formalised other forms of dispute resolution, other than arbitration, that hitherto, did not have legislative recognition. The ADR Act contains several provisions that are consistent with the UNCITRAL Model Law, but UNCITRAL does not consider the ADR Act to be an enactment of the UNCITRAL Model Law.

The ADR Act is indeed broader in scope than the UNCITRAL Model Law and contains provisions on certain matters on which the latter is silent. Key differences include the fact that the ADR Act extends to all matters, both domestic and international, other than those considered to be non-arbitrable under the ADR Act and includes provisions on mediation and customary arbitration. Another notable difference is the power granted under the ADR Act to the arbitral tribunal to subpoena witnesses, which is absent under the UNCITRAL Model Law. Further, the power of a court to intervene in arbitration proceedings is potentially wider under the ADR Act, than under the UNCITRAL Model Law. For instance, unlike the UNCITRAL Model Law, there is no provision in the ADR Act that expressly limits the intervention of courts in arbitration proceedings. Also, whereas under the UNCITRAL Model Law, the decision of a court, with regards to any application by a party challenging the appointment of an arbitrator or the arbitral tribunal's ruling on its jurisdiction, is not subject to appeal, the ADR Act does not contain any such limitation on decisions of the High Court with regards to such matters; except that the High Court's decision regarding the review of an arbitral tribunal's ruling on its jurisdiction may only be appealed against with leave of the High Court.

Additionally, unless otherwise agreed by parties, section 40 (1) of the ADR Act mandates the High Court to determine any question of law, arising in the course of arbitration proceedings, that is submitted by a party to the arbitration – no such authority is conferred under the UNCITRAL Model Law.

There are no specialised arbitration courts in Ghana; however, there are judges who specialise in arbitration law and are equipped to handle arbitration-related matters; hence, matters involving arbitration may be referred to them, although not exclusively. Ex-parte pre-arbitration interim reliefs may be granted in urgent cases, where the court deems it necessary for the purpose of preserving evidence or property. Unless, otherwise agreed by the parties, the arbitral tribunal must hold a case management conference within 14 days of being constituted.

In practice, the courts respect an arbitral tribunal's competence to rule on questions concerning its jurisdiction, although, the courts may review the decision of the arbitrators on an application made to it by a dissatisfied party, or in an application to set aside an arbitral award. In addition to the criteria listed in the New York Convention, an arbitral award may be annulled where the applicant satisfies the court that (a) the law applicable to the arbitration agreement is not valid; or (b) an arbitrator has an interest in the subject matter of arbitration which the arbitrator failed to disclose; or (c) the award was induced by fraud or corruption. An application to set aside an arbitral award may not be made after 3 months from the date on which the applicant received the award unless the court otherwise orders.

Leave must be sought from the High Court to enforce an arbitral award in the same manner as a judgment or order of the High Court. Ghanaian courts will not recognise or enforce a foreign arbitral award that has been annulled at the seat of arbitration or has an appeal pending against it in any court under the law applicable to the arbitration or if the court finds that the arbitration panel lacked substantive jurisdiction to make the award. A foreign arbitral award may also not be recognised or enforced if the court is not satisfied that (a) the arbitral award was made by a competent authority under the laws of the country in which the award was made; and (b) there is a reciprocal arrangement between Ghana and the country in which the award was made; or the award was made under the New York Convention or under any other international convention on arbitration ratified by the Ghanaian Parliament.

Where a party seeking to enforce a foreign arbitral award relies on a document that is not in the English Language, that party is required to produce a certified true translation of that document in English to the court. Further, the party seeking to enforce a foreign arbitral award must produce the original award and arbitration agreement or duly authenticated copies of both to the court. The copies must be authenticated in a manner prescribed by the law of the country in which it was made.

Notably, the 1996 Act allows for arbitral awards to be appealed to the English courts on a point of law, where the parties have not agreed otherwise – this is a peculiarity of the 1996 Act not reflected in the Model Law.

Date of arbitration law?	31 May 2010.
UNCITRAL Model Law? If so, any key changes thereto?	No. The ADR Act is not considered by UNCITRAL to be an enactment of the UNCITRAL Model Law. Part 1 of the Act is however, largely based on the UNCITRAL Model Law. Key differences include wider scope of application of the ADR Act, provisions on mediation and customary arbitration under the ADR Act, absence of express provisions restricting intervention of courts and empowerment of arbitral tribunals to subpoena witnesses.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No specialised courts on arbitration are available; however, there are judges capable of handling arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	Yes, but only in urgent cases, where the court deems it necessary for the purpose of preserving evidence or property.
Courts' attitude towards the competence-competence principle?	The principle is recognised by the courts, but a decision on the jurisdiction of the arbitral tribunal may be reviewed by the courts on an application made to it by a dissatisfied party, or in an application to set aside an arbitral award.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Additional grounds include (i) where the law applicable to the arbitration agreement is not valid; (i) where an arbitrator fails to disclose his interest in the subject matter of arbitration; or (iii) the award was induced by fraud or corruption.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	An annulled foreign arbitral award (at the seat of the arbitration) will not be enforced by Ghanaian courts.

Other key points to note?	• Unless, otherwise agreed by the parties, an arbitral tribunal must hold a case management conference within 14 days of being constituted. • An application to set aside an arbitral award may not be made after 3 months from the date on which the applicant received the award unless the court otherwise orders. • In an application to recognise and enforce an arbitral award, documents that are not in English must be translated and certified before production in court. The original award and the arbitration agreement or validly authenticated copies of both must also be produced in court.

GUINEA, BY THIAM & ASSOCIÉS

Date of arbitration law?	The OHADA Uniform Act on Arbitration was adopted on 11 March 1999, and last amended on 23 November 2017.
UNCITRAL Model Law? If so, any key changes thereto?	The Uniform Act on Arbitration is modelled after the UNCITRAL Model Law.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There is no specialised court or judge for the handling of arbitration-related issues.
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	Article 13 of the OHADA Edited Arbitration Act provides that Courts may declare themselves incompetent where there is an arbitration agreement, whether an arbitration tribunal has been seized or not, unless the arbitration agreement is manifestly void or manifestly inapplicable. In addition, the Court has to rule on this matter within a 15-day time limit. As a result, Guinean Courts have an obligation to apply this principle. Guinean Courts recognise the competence-competence principle (article 5-4 of the Guinean Arbitration Rules).
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The only difference between the New York Convention and the Edited Arbitration Act, the CCJA Arbitration Rules and the Guinean Arbitration Rules is that the last three texts provide that an action for a nullity of the award is only admissible if the award has breached a rule of international public policy, while the New York Convention refers to the breach of a rule of national public policy.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	To the best of our knowledge, no decision has been rendered in relation to this subject-matter by Guinean Courts or by the Common Court of Justice and Arbitration. However, in light of the position under French law, it seems that Guinean courts, when confronted to this situation, would likely decide to recognize and enforce foreign awards annulled at the seat of the arbitration.
Other key points to note?	ϕ

ICELAND, BY LEX LAW

Date of arbitration law?	1 January 1990
UNCITRAL Model Law? If so, any key changes thereto?	No. The original 1985 version of the UNCITRAL Model law was one of the sources of inspiration of the IAA. However, the text of the IAA cannot be described as an UNCITRAL Model Law one. The IAA does not address the competence of the tribunal to rule on its own jurisdiction, nor interim measures. The requirements of independence and impartiality of arbitrators are included therein with reference only to the Act on Civil Procedure. The IAA only provides for setting aside procedures to challenge an award and does not specifically address grounds to refuse recognition and enforcement.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No, arbitration-related matters fall within the jurisdiction of the District Courts in the first instance and the High Court, which is the second instance appellate court.
Availability of *ex parte* pre-arbitration interim measures?	Yes. A request for an interim measure is usually addressed to the District Commissioner (enforcement and administrative body) and subject to subsequent judicial review. The District Commissioner will consider *ex parte* requests taking into account the need for urgency of the requested interim measure and several other factors.
Courts' attitude towards the competence-competence principle?	The IAA does not address the competence of the Arbitral Tribunal to rule on its own jurisdiction. Yet, the domestic courts recognise the fact that the IAA was inspired by international texts and the courts generally have a positive disposition towards arbitration, including the competence-competence principle.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The IAA only provides for ground to have an award set-aside which also apply for recognition and enforcement proceedings. Article 12 of IAA exhaustively lists the grounds for having an award set-aside. Article 12(1)(6) allows *inter alia* for setting aside if the award is founded on unlawful grounds. It is not entirely clear from the drafting history of the IAA what this term "unlawful grounds" entails. The domestic courts have, however, been reluctant to set aside arbitral awards.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The IAA is silent on this issue. This issue has not been addressed by the domestic courts.
Other key points to note (significant idiosyncrasies not covered elsewhere)?	The standard of arbitrators' independence and impartiality under the IAA derives from a reference to the Act on Civil Procedure making this issue inaccessible for international users of arbitration in Iceland. The Act does not differentiate between setting aside procedures on the one hand and the recognition and enforcement

	procedures on the other and there are no time limits to commence setting aside proceedings.

INDONESIA, BY KARIMSYAH

Date of arbitration law?	Arbitration in Indonesia is governed by Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution ("The Arbitration Law"), which came into force on 12 August, 1999.
UNCITRAL Model Law? If so, any key changes thereto?	The Indonesian Arbitration Law is not based upon the UNCITRAL Model Law, but has many similarities with it.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	ϕ
Availability of *ex parte* pre-arbitration interim measures?	Although the Arbitration Law gives arbitral tribunals the power to issue interlocutory or interim relief, such relief will not be enforced by the courts. Nor will the courts issue any interim orders in aid of an arbitration.
Courts' attitude towards the competence-competence principle?	There is no explicit provision providing for *kompetenz-kompetenz*, but it should be implicit from Articles 3 and 11 of the Arbitration Law that only the arbitral tribunal has the jurisdiction to determine its own jurisdiction, as well as whether a matter is capable of being arbitrated or not. There is no specific reference to severability. However, Article 10 of the Arbitration Law states that the agreement to arbitrate shall survive even if the main contract expires or is declared void. This will not apply, however, if the contract is determined to be void *ab initio,* as in that case the arbitration clause will be deemed not to have been agreed upon at all.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	An arbitral award may be challenged through an application to the court for annulment of the award. Article 70 of the Indonesian Arbitration Law provides limited grounds for annulment. The three grounds for annulment are: false or forged letters submitted in the hearings, discovery after the award of decisive documents intentionally concealed by a party, and where an award was rendered as a result of fraud committed by one of the parties to the dispute. Likewise, a court may refuse to enforce an award if the dispute is not of a commercial nature or if it can be established that the Parties did not agree to arbitrate such dispute.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The Arbitration Law does not refer to awards annulled in the place of arbitration and, to the knowledge of the writers, the issue as to whether such awards may still be enforced in Indonesia has not arisen.

Other key points to note?	The Arbitration Law provides that only disputes of a commercial nature and those that are within the authority of the parties themselves to resolve may be arbitrated. Articles 3 and 11 make it clear that where the parties have agreed to arbitrate their disputes, the courts do not have and may not take jurisdiction over such matters. The only role of the court is that of annulment and/or enforcement of final and binding arbitral awards (or the appointment of arbitrators if a party does not do so and the parties have not chosen any specific rules or otherwise designated a different appointing authority). Although agreements in general are not required to be in writing to be valid and binding under Indonesian law, Article 1(3) of the Arbitration Law requires arbitration agreements to be in writing. Such agreement may be made either before or after a dispute has arisen. In the latter case, the contents of such written agreement must be more comprehensive, and even the arbitrators need to be named. The enforcement process for domestic and international awards differs slightly. Awards are defined as domestic, regardless of the nationality of the parties or other factors, where the arbitration is held in Indonesia. Awards are defined as international if they are rendered outside Indonesia. Regardless of whether the award is domestic or international, the award must first be registered with the court by the arbitrators or their duly authorised representatives. Note, therefore, that as a practical matter arbitrators issuing awards likely to be enforced in Indonesia should include in, or separately from, the award a power of attorney to the parties, or either of them, to effect registration of the award. Domestic awards must be registered, within 30 days of rendering, with the District Court having jurisdiction over the respondent. Foreign-rendered, or international, awards must be registered with the District Court of Central Jakarta. There is no time limit for registration of international awards. Registration of an international award will require submission of a certificate from the Indonesian diplomatic representative in the country in which the award is rendered to the effect that that country and Indonesia are both signatories to the New York Convention. (Indonesia has been a signatory since 1981.)

IRAN, BY GHEIDI & ASSOCIATES

The primary regulations on arbitration can be found in Articles 454-501 of the Iranian Civil Procedure Law ("**CPL**"), which is in force and applicable to purely domestic arbitrations. On 17 September 1997, the Iranian Law on International Commercial Arbitration ("**LICA**") was adopted, based on the UNCITRAL Model Law on International Commercial Arbitration (1985). However, certain provisions of the law do not exactly reflect the Model Law and instead are tailored to satisfy local requirements. Arbitration laws have not allocated specific tribunals to arbitration proceedings and have not set restrictions or specific qualifications on arbitrators to be appointed by the parties to arbitration, except that persons who lack legal capacity or have been deprived of social rights (by court) cannot be appointed as arbitrators.

The law has granted some specific powers to arbitrators, that are similar to judges' powers, including the ability to issue an injunction upon request by a party in matters related to a dispute which require immediate action. However, the ability to issue pre-arbitration interim measures is not provided for in the law.

The principle of *Kompetenz-Kompetenz* is included in the LICA, and an arbitrator may rule on his/her jurisdiction as well as on the question of the existence or validity of an arbitration agreement, even if the CPL is silent on this principle, as well as on many other principles and rules that are adopted under the LICA. The LICA also includes provisions on, amongst others, (i) party autonomy to agree on the procedure of arbitration proceedings, (ii) recognition of institutional arbitration, (iii) independence and impartiality of arbitrators, and (iv) arbitrator jurisdiction to identify the applicable law in the event that the parties have failed to do so.

Recognition and enforcement of arbitral awards are recognized under the LICA, unless an award is either set aside or is null and void *ab initio*.

It is worth noting that the LICA does not include any provision on the enforcement and recognition of foreign awards that have been annulled at the seat of arbitration by a competent authority. Therefore, it seems that the Courts will refuse to enforce such awards.

Date of arbitration law?	17 September 1997.
UNCITRAL Model Law? If so, any key changes thereto?	Yes, although certain provisions of the law do not exactly reflect the Model Law and are specifically tailored to local requirements.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No.
Availability of *ex parte* pre-arbitration interim measures?	No, although *ex parte* pre-arbitration interim measures are not available within Iranian jurisdiction, arbitrators have the ability to issue injunctions upon a request by a party in matters related to the dispute which require immediate action.
Courts' attitude towards the competence-competence principle?	Based on Article 16 of the LICA, the arbitral tribunal is empowered to make a determination as to its own jurisdiction to adjudicate the substantive claims in dispute.
Grounds for annulment of awards additional to those based on the criteria for the recognition and	Grounds of annulment of an international award in Iran are the same as those stated in Article 5 of the New York Convention. However, the LICA further provides that the award is null and void *ab initio* when the award with respect to immovable property located in Iran is incompatible with the mandatory

enforcement of awards under the New York Convention?	provisions of the laws of Iran, or with respect to official deeds, unless the arbitrator has been given the authority to reach a compromise.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Courts refuse to enforce foreign arbitral awards that have been annulled at the seat of arbitration by a competent authority. It is argued that enforcing an annulled award results in unacceptable and inconsistent consequences. Bearing in mind the analytical framework below, other key points to note, in particular any significant idiosyncrasies of the jurisdiction not covered elsewhere in the summaries (e.g. atypical formality requirements for an award to be deemed valid, such as its signature at the seat of arbitration; whether it is sufficient for the institution to notify an award to trigger the time-limit for seeking the annulment of the award; issues with the enforcement of partial and interim awards).
Other key points to note?	Typical formality requirements for an award to be deemed valid: The award shall be in writing and signed by the arbitrator(s). In cases where there is more than one arbitrator, the signature of the majority of the arbitrators shall be sufficient, provided that the reason(s) for non-signature by the other member is indicated. The reasoning of the decision shall be stated in the text of the award, unless the parties agree that the reasoning not be provided, or unless the award has been issued on the basis of a mutual agreement by the parties. The award shall contain the date and venue of the arbitration. The enforcement of partial awards: The LICA is silent on the enforcement of partial awards, hence it seems that there are no legal obstacles to the enforcement of partial awards

ITALY, BY CASTALDIPARTNERS

Date of arbitration law?	The main source for arbitration law in Italy is the Code of Civil Procedure, which entered into force in 1942. The Legislative Decree n° 40/2006 revamped the arbitration law in 2006.
UNCITRAL Model Law? If so, any key changes thereto?	Italian arbitration law embodies most of the principles of the UNCITRAL Model law. The only notable differences with the UNCITRAL Model Law are that (i) Italian law does not allow arbitrators to grant interim measures and (ii) there is no exclusion of liability for arbitrators.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No. Arbitration-related matters usually fall within the jurisdiction of the Civil Court of the district of the seat of the arbitration.
Availability of *ex parte* pre-arbitration interim measures?	Arbitrators are deprived of any power to issue interim measures. However, parties can have recourse to national courts to obtain interim measures with the view of commencing arbitral proceedings.
Courts' attitude towards the competence-competence principle?	The law explicitly empowers the arbitrators with the ability to decide on their own jurisdiction. State courts abide by this rule. However, if a party starts court proceedings despite a valid arbitration agreement, the defendant must raise the jurisdictional objection in the first statement of defence.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Yes. The award can also be set aside if it (i) does not decide the merits of the dispute (and it is not an interim or partial award), (ii) does not provide sufficient reasoning, (iii) is missing the signature of the arbitrators (iv) is missing the operative part (v) is in contradiction with a previous award or judgement having the force of *res judicata* and such decision was raised by one of the parties during the arbitral proceedings.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	There is no case-law on the matter
Other key points to note?	One of the most prominent characteristics of Italian arbitration law is the distinction between *arbitrato rituale* and *arbitrato irrituale*. The difference between the two types of arbitration lays in the effects of the award: while the decision issued at the end of an *arbitrato rituale* is a binding award, the *arbitrato irrituale* results in an award having the effect of a binding contract.

JAPAN, BY MORI, HAMADA & MATSUMOTO

Date of arbitration law?	The Japanese Arbitration Act (Act No. 138 of 2003) (the "**Act**") was enacted on August 1, 2003 and implemented from March 1, 2004.
UNCITRAL Model Law? If so, any key changes thereto?	The Act is based on the UNCITRAL Model Law (the "**Model Law**") and closely follows the Model Law. There are no significant differences, though the Act provides for original provisions related to the court proceedings for arbitration assistance and supervision as suggested in Article 6 of the Model Law, including Article 5 of the Act (Jurisdiction of the Court), as well as Article 7 (Appeal Against Judicial Decision), Article 8 (Participation of the Court in the Case if the Place of Arbitration Has Yet to Be Determined), Article 9 (Inspection of Record of the Case Pertaining to the Proceeding Carried Out by the Court), Article 10 (Application Mutatis Mutandis of the Code of Civil Procedure to the Proceeding Carried Out by the Court), Article 11 (Rules of the Supreme Court) and Articles 35.3-6 (Examination of Evidence by the Court), arbitration cost and expenses (Articles 47-49), and criminal penalty with regard to bribery (Articles 51-55).
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There is no specialized court or judge in Japan for handling arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	The court may issue an order for a pre-arbitration interim measure and an order for provisional seizure or an order for provisional disposition with regard to a disputed subject matter (such as an order of provisional disposition issued to preserve the right to claim the delivery or surrender of the disputed subject matter) can be *ex parte*.
Courts' attitude towards the competence-competence principle?	The court has the right to make the final decision on the authority of arbitrators (Article 44.1(1)(2) of the Act) and shall make such a decision on the basis of its own discretion.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The grounds for the annulment of awards under the Act are substantially the same as those under the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The court cannot recognise or enforce foreign awards, which are annulled at the seat of the arbitration (Article 45.2(7) of the Act).
Other key points to note (significant idiosyncrasies not covered elsewhere)?	ϕ

LATVIA, BY LAW OFFICE OF INGA KAČEVSKA

Date of arbitration law?	The Arbitration Law became effective as of 1 January 2015. It was revised on 6 October 2016, and this revision became effective since 3 November 2016.
UNCITRAL Model Law? If so, any key changes thereto?	Latvia has not adopted the UNCITRAL Model Law.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No.
Availability of *ex parte* pre-arbitration interim measures?	The court can grant interim measures but only before the commencement of the arbitration proceedings and, according to case law, the interim measures would not include the freezing/attachment of bank accounts. Given that there are many non-residents' bank accounts in Latvia, this is a real disadvantage, in international cases, in which it is often needed to attach those accounts before commencing the arbitration. If the respondent owns property (not money) in Latvia, or if the respondent is domiciled in Latvia, interim measures can be granted *ex parte* before the initiation of the arbitration proceedings. However, it is rather expensive: the court fee for securing the claim is 0,5% of the total amount claimed, and the fee is not refunded in the event the claim is not secured. The denial of the request for interim measures cannot be appealed. Therefore, claimant is rarely advised to request for interim measures.
Courts' attitude towards the competence-competence principle?	For a long time, courts have misinterpreted the provision of the law stating: "an arbitration court determines jurisdiction regarding a dispute, even in cases where one of the parties contests the existence or the validity of an agreement". The courts referring to this provision considered that only and exclusively an arbitral tribunal shall decide on its competence and the courts shall not accept claims covered by an arbitration clause at all. One of the courts' arguments was that if the parties have decided to settle their disputes outside the court of general jurisdiction, they should not overload the courts with such applications. This provision of the law was challenged in the Constitutional Court. The applicant to the constitutional claim submitted that in his arbitration case, the arbitration agreement was forged. Despite this fact, the arbitral tribunal considered that it was valid and proceeded with the review of the case. The Constitutional Court decided that this rule shall be interpreted in

	a way that the court also has competence to decide on the validity of the arbitration clause.[26] In practice, the judgment of the Constitutional Court did not solve the problem, as illustrated by the following example. If a party submits an application to the court asking to acknowledge that the arbitration agreement is void and to hear the dispute on the merits; while the other party submits the statement of claim to the arbitral tribunal; despite the first party's challenge, the arbitral tribunal may find that it has jurisdiction and render an award regardless. In this case, even if the court finds that the arbitration agreement is not valid, the award cannot be set aside.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Pursuant to Article 536 of the Civil Procedure Law, a judge may refuse to issue a writ of execution (for a domestic award issued in Latvia) if: 1) the dispute could only be resolved in court; 2) the arbitration agreement has been entered into by a natural person who had restricted capacity to act, or by a minor; 3) the arbitration agreement, in accordance with the applicable law, has been revoked or declared null and void; 4) the party was not notified of the arbitration proceedings in an appropriate manner, or due to other reasons was unable to submit his or her observations, and this has or could have significantly affected the proceedings; 5) the party was not notified of the appointing of an arbitrator in an appropriate manner, and this has or could have significantly affected the arbitration proceedings; 6) the arbitrator does not comply with the requirements of the Arbitration Law, the arbitral tribunal was not appointed, or the arbitration proceedings did not take place in accordance with the provisions of the arbitration agreement or of the Arbitration Law; 7) the dispute that gave rise to the award was not provided for in the arbitration agreement or did not conform to the provisions of the arbitration agreement, or the issues decided by the arbitral tribunal were not within the scope of the arbitration agreement. There is no public policy ground for refusing to issue a writ for compulsory execution of the domestic arbitral awards. If a writ is denied, the party can form an appeal within 10 days. However, the decision to issue a writ may not be appealed. Moreover, the law is silent as to the validity of the arbitral award if the court has denied issuing the writ. Theoretically, the award does not automatically become invalid, and thus could still be recognised abroad.

[26] The Constitutional Court of the Republic of Latvia judgment in the case No. 2014-09-01 dated 28 November 2014 (in English): http://www.satv.tiesa.gov.lv/wp-content/uploads/2014/03/2014-09-01_Spriedums_ENG.pdf.

Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	ϕ
Other key points to note?	Courts issue writs of execution on application of the winning party to entail forced execution of the arbitral award. A writ of execution can be obtained only for awards rendered by the permanent arbitral institution, not for awards rendered by *ad hoc* arbitral tribunals. This is a strong disincentive to the use of *ad hoc* arbitrations where enforcement in Latvia is sought. The procedure to seek the issuance of the writ of execution of the award rendered by the permanent arbitral institution is written. Application is made by the winning party and the losing may subsequently object. There is thus no hearing of the parties. The court verifies whether there are procedural grounds to deny the application for the writ. The decision can only be based upon the application and the reply of the parties.

LEBANON, BY OBEID LAW FIRM

Date of arbitration law?	The Lebanese Code of Civil Procedure ("**LCCP**"), which was enacted by Law 90/83 dated 16 September 1983, with amendments resulting from Law No. 440 dated 29 July 2002, devotes an entire chapter (Chapter 2) to arbitration, with a distinction being made between domestic arbitration (Articles 762 to 808 LCCP) and international arbitration (Articles 809 to 821 LCCP).
UNCITRAL Model Law? If so, any key changes thereto?	The provisions on arbitration in the LCCP are based on the old French arbitration law (French decrees No. 80-354 of 14 May 1980 and No. 81-500 of 12 May 1981) and not on the UNCITRAL Model Law.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There is no specialist court in Lebanon dealing with arbitration matters. The judiciary in the Court of First Instance is however considered as the "*juge d'appui*" (i.e. the judge acting in support of the arbitration). As such, the Court of First Instance may, for example, hear requests for the appointment of arbitrators and summon recalcitrant witnesses within its jurisdiction.
Availability of *ex parte* pre-arbitration interim measures?	Lebanese courts can grant provisional relief in support of arbitration when the Arbitral Tribunal is not yet constituted. In this case, an application for interim measures should be filed before the competent judge of summary proceedings.
Courts' attitude towards the competence-competence principle?	Article 785 of the LCCP expressly recognises the principle of competence-competence.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Lebanese law provides no additional grounds to those based on the criteria for the recognition of awards under the New York Convention. The Lebanese arbitration law is, in fact, more favourable than the New York Convention in referring to a violation of 'international public policy' rather than 'public policy' as a ground for annulment of international arbitral awards (see section 5.2 below for further details regarding the grounds for annulment under Lebanese law and the position in domestic arbitrations).
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	An award rendered outside Lebanon and set aside at the seat of arbitration may still be recognised and enforced in Lebanon since local courts have the discretion to independently assess the grounds for annulment when a request for recognition and *exequatur* of a foreign award is sought.

Other key points to note?	Under Lebanese legislation, the following types of disputes are subject to the exclusive jurisdiction of the state courts *i.e.* are not arbitrable:[27] questions of personal and social status, capacity, fundamental rights, rights of succession, questions of public policy, insolvency, employment contracts and social security. Furthermore, Lebanese courts have traditionally held that commercial representation disputes are subject to the exclusive jurisdiction of local courts. Recent jurisprudence, however, suggests a more supportive approach towards arbitration in specific cases. Finally, in administrative contracts, a state and public entity can validly conclude an arbitration agreement subject to prior authorisation by the Council of Ministers upon a recommendation of either the relevant minister or the relevant regulatory authority (*autorité de tutelle*). In international administrative contracts, while the law is silent on the necessity of obtaining a prior approval from the Council of Ministers, it is recommended to systematically obtain such authorisation.

27 There are exceptions with respect to most of these exclusions; see below (III, 2, d)).

LITHUANIA, BY ELLEX VALIUNAS

Lithuania became a member of the New York Convention in 1995 and adopted the Arbitration Law in 1996. While the Arbitration Law is based on the UNCITRAL Model Law, the Arbitration Law makes no distinction between international and national arbitration. Changes to the UNCITRAL Model Law in 2006 and best international practices were incorporated into the Arbitration Law in 2012. In addition to modern legislation which allows, for instance, *ex parte* pre-arbitration interim measures and recognition of interim measure rulings, Lithuanian courts follow a strong pro-arbitration tradition and accept all universal arbitration doctrines, including the competence-competence principle, the separability doctrine, and the local courts' prohibition to review an award on its merits in set-aside or recognition proceedings. Lithuanian practitioners are keen to follow the highest international legal standards and the arbitration-related rules and guidelines issued by International Bar Association are being followed by the agreement of the parties and arbitrators as a result.

Date of arbitration law?	1996.
UNCITRAL Model Law? If so, any key changes thereto?	Yes. No distinction between international and national arbitration.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	While there are no specialised courts, if available, judges with relevant or specialised experience are appointed to arbitration-related matters in the Lithuanian Court of Appeal, which has jurisdiction to adjudicate set-aside and recognition applications.
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	Accepted.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	No.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Very pro-arbitration.
Other key points to note?	ϕ

LUXEMBOURG, BY LUTGEN + ASSOCIÉS

Luxembourg is a first-class European business centre and home to the worlds' leading financial and banking institutions. This feature has a twofold impact to the arbitration practice in Luxembourg, rendering Luxembourg practitioners and judges highly attuned to the practice of arbitration:

i. Where the Luxembourg corporate law is applicable to shareholder agreements and international financial contracts containing arbitration clauses, parties to arbitration proceedings need to seek Luxembourg corporate and private international law specialists.
ii. Luxembourg is, de facto, an unavoidable venue for enforcing foreign arbitral awards.

Moreover, preeminent arbitration specialists are associated in the Think Tank for the Development of Arbitration in Luxembourg. The Think Tank has been working for the past years on a draft bill aiming at a complete overhaul of the Luxembourg rules on arbitration, which are currently codified in the New Code of Civil Procedure ("**NCPC**"), under Part II, Book III, Title I "On Arbitration", Articles 1224 to 1251. The draft has been influenced by the recent French arbitration reform and the UNCITRAL Model Law as applied and interpreted in Belgium. It is hoped that the bill will be passed in the next 2 to 3 years.

Date of arbitration law?	Luxembourg rules on arbitration date back to the enactment of the NCPC in 1806, with reforms made in 1939 and 1981.
UNCITRAL Model Law? If so, any key changes thereto?	Arbitration rules do not follow the UNCITRAL Model Law. However, the Model Law is one of the influencing instruments in the upcoming reform bill prepared by the Think Tank for the Development of Arbitration in Luxembourg.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There are no specialised judges. However, the judges are highly familiar with the principles of arbitration law for the reasons explained above.
Availability of *ex parte* pre-arbitration interim measures?	*Ex parte* interim measures are available for the constitution of the arbitral tribunal. Otherwise, the admissibility of ex parte applications for interim measures is subject to the applicant demonstrating the existence of exceptional circumstances.
Courts' attitude towards the competence-competence principle?	Subject to either of the parties raising the issue, the principle is analysed and upheld by the courts, unless the arbitration agreement is null and void.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The Luxembourg rules on arbitration follow closely the New York Convention grounds for annulment, while also providing additional grounds. Annulment proceedings may last from 6 to 11 months subject to appeals and the complexity of the case. One unusual feature of Luxembourg law is that, to seek annulment of a Luxembourg award, one must first request its exequatur before the District Court via an ex parte application to the President of the competent District Court which is usually expedited under one to two weeks.

Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Following in the footsteps of French judges, Luxembourg courts have enforced arbitral awards annulled in the seat of arbitration. However, in 2015, Luxembourg departed from this position by deciding to stay exequatur proceedings in Luxembourg to await the result of annulment proceedings at the seat of the arbitral award.
Other key points to note?	ϕ

MALTA, BY CAMILLERI PREZIOSI

Arbitration in Malta is regulated by the Arbitration Act, Chapter 387 of the Laws of Malta ("the Act").[28] The Act lays down a separate regime for domestic and international arbitration. Domestic arbitrations must be conducted with and under the rules of the Malta Arbitration Centre ("MAC"), under pains of nullity. As for international arbitration, the Act is largely based on the UNCITRAL Model Law.

Date of arbitration law?	It came into force on 23 February 1998 and was last amended in 2015.
UNCITRAL Model Law? If so, any key changes thereto?	The legal regime for international arbitration is largely based on the Model Law, with the following main changes: • the procedure for obtaining the recognition and enforcement of foreign awards; and • parties can choose to exclude the application of the Model Law, in which case the provisions applicable to domestic arbitration shall apply unless the parties have chosen different rules.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No, save inasmuch as the Chairman of the Board of Governors of the MAC is the competent authority designated for the purposes of Article 6 of the Model Law.
Availability of *ex parte* pre-arbitration interim measures?	Yes, before the First Hall, Civil Court. Where interim measures are granted prior to the commencement of arbitration proceedings, the party requesting such a measure must proceed to file the arbitration proceedings within twenty days from such request.
Courts' attitude towards the competence-competence principle?	Respected, unless for domestic arbitration if the court considers that any party will suffer irreparable harm if the court does not itself determine the issue (see Article 32 of the Act).
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	No. For domestic arbitral awards, it is possible to appeal them on a point of law (and on points of fact as well in the case of mandatory domestic arbitrations).
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Maltese courts have not so far expressed any views on this issue, but under the Act the courts could refuse to recognise such awards.

[28] Available at http://justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8854.

Other key points to note?	The power of arbitral tribunals to grant interim measures does not extend to those such measures known under Maltese law as precautionary acts, namely the warrant of description, warrant of seizure, warrant of seizure of commercial going concern, garnishee order, warrant of impediment of departure, warrant of arrest of sea vessels, warrants of arrest of aircraft and the warrant of prohibitory injunction. If a court issues a precautionary act, it shall remain in force until the final determination of the dispute between the parties by the arbitral tribunal, or until the same court issues a counter-warrant.

MAURITIUS, BY PEEROO CHAMBERS

The Mauritian legal system comprises a combination of common law and civil law principles. Its international arbitration law is modern and efficient. Intervention by the local courts has been drastically reduced, and the autonomy of arbitration proceedings has been considerably enhanced. For instance, the International Arbitration Act 2008, which is based on the UNCITRAL Model Law, additionally includes the negative effect of the principle of competence-competence. In relation to interim measures, only in cases of urgency, or where all parties agree or the arbitral tribunal so permits, will applications for such measures be entertained by the courts, and so only to the extent that the arbitrator(s) cannot act effectively. Further, key judicial functions, such as the appointment of arbitrators or resolving difficulties encountered in the setting up of the arbitral tribunal, and challenge to arbitrators, are carried out by the Permanent Court of Arbitration in the Hague, rather than by domestic courts. Arbitration-related cases before the courts are submitted to a three-judge panel of specialised judges, with a sole and final possibility of appeal to the Judicial Committee of the Privy Council (UK).

Mauritius has distinct legal regimes for domestic and international arbitrations, but parties may choose to apply the international arbitration law to arbitrations which would otherwise be considered as domestic. Therefore, in order to ensure that parties benefit from the highly efficient and more up-to-date regime, arbitration clauses should specify that the arbitration will be governed by the International Arbitration Act 2008.

Date of arbitration law?	The International Arbitration law is dated 2008 and was revised in 2013.
UNCITRAL Model Law? If so, any key changes thereto?	It is based on the UNCITRAL Model Law, with enhancements such as: • the negative effect of the principle of competence-competence; and • the priority of the arbitral tribunal to order interim measures.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Arbitration-related cases are heard by a panel of three specialised judges. In the light of their recent judgments, the panel of specialised arbitration judges can be said to be arbitration-friendly.
Availability of *ex parte* pre-arbitration interim measures?	*Ex parte* interim measures are available in case of urgency.
Courts' attitude towards the competence-competence principle?	The competence-competence principle is applied.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Two additional grounds for annulment of an award can be relied on, namely: • where its making was induced or affected by fraud or corruption; and • where there has been a breach of natural justice during the arbitral proceedings or in connection with the making of the award, by which the rights of any party have been or will be substantially prejudiced.

Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	It is arguable that awards annulled at the seat may be enforced in Mauritius in exceptional cases.
Other key points to note?	• There is a time-limit of three months to seek annulment, triggered by receipt of the award by the party seeking annulment. • Awards in French and English do not have to be translated to be enforced. • Arbitration-related proceedings before the courts are fast and efficient.

THE NETHERLANDS, BY KENNEDY VAN DER LAAN

In addition to dealing with disputes relating to international trade, The Netherlands have also become a hub for financial services. This has led to a thriving cross-border industry (with English as a working language) that, given its nature, requires suitable means of resolving disputes. Accordingly, arbitration has become widely accepted and is commonly used to settle disputes in the Netherlands, both where it concerns international as well as complex domestic disputes. To facilitate arbitration even further, the Dutch Arbitration Act ("DAA") has been updated and modernized in 2015.

Date of arbitration law?	The DAA entered into force in 1986. A substantial revision aimed at modernizing and improving the DAA entered into force on 1 January 2015.
UNCITRAL Model Law? If so, any key changes thereto?	The UNCITRAL model law has served as an inspiration for the original DAA and has also been drawn upon as part of the 2015 revision of the DAA.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	The competent courts in the key seats within the Netherlands are the District Court of, respectively, Amsterdam, The Hague and Rotterdam that are experienced in dealing with arbitration-related matters. There are no specialized courts that have special jurisdiction over arbitration matters.
Availability of *ex parte* pre-arbitration interim measures?	Dutch courts can grant *ex parte* conservatory measures, such as pre-judgement attachment of assets. Other interim measures are generally granted only after the other party has been heard.
Courts' attitude towards the competence-competence principle?	The competence-competence principle is applied in the Netherlands. Accordingly, arbitrators decide on their own jurisdiction. Control is exercised through annulment proceedings after the award has been rendered.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Annulment is only possible in case of (i) absence of a valid arbitration agreement, (ii) irregular constitution of the arbitral tribunal, or if (iii) the arbitration tribunal has exceeded its mandate, (iv) the award has not been singed or motivated, (v) the award or the manner in which it has been established violates public order (art. 1065 DCCP).
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	In the absence of a treaty, the annulment of foreign awards in the jurisdiction where the seat of arbitration is located will mean that the award can no longer be enforced in The Netherlands (art. 1076 (1)(A)(e) DCCP). With respect to foreign awards to which a treaty is applicable, the rules of the latter will apply. In the context of the New York Convention, the Dutch Supreme Court recently ruled that the national courts must be considered to have some discretion with respect to the recognition and enforcement of arbitral awards, also if the grounds for refusal

	under article V(1) apply.[29] This discretion should, however, be applied restrictively.
Other key points to note?	Assistance of the Dutch courts: The Dutch courts can assist in matter such as (i) constitution of the arbitral tribunal, (ii) challenge of arbitrators, (iii) granting provisional or conservatory measures, and (iv) taking evidence in cross-border settings.

[29] Supreme Court 24 November 2017, ECLI:LN:HR:2017:2992 (*X / OJSC Novolipetsky Metallurgichesky Kombinat).*

NIGERIA, BY BRODERIK BOZIMO

The Arbitration and Conciliation Act 1988 (the 'ACA') governs arbitration in the Federal Republic of Nigeria. The ACA came into force on 14th March 1988 and applies to all arbitration proceedings commenced on or after that date.

The ACA incorporates the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the 'New York Convention') and is modelled on the 1985 version of the UNCITRAL Model Law with minor additions as it concerns domestic arbitration.

Date of arbitration law?	The ACA entered into force in 1988.
UNCITRAL Model Law? If so, any key changes thereto?	The ACA is modelled after the 1985 UNCITRAL Model Law with minor additions with respect to domestic arbitration.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	The ACA designates the High Courts of the respective States and the Federal High Court to handle arbitration-related matters. The Lagos State High Court has a commercial division to which arbitration matters are generally assigned. The High Court of the Federal Capital Territory, Abuja also proposes to introduce a commercial division. It currently designates an 'ADR Judge', to whom arbitration matters are generally assigned.
Availability of *ex parte* pre-arbitration interim measures?	In appropriate cases (such as cases of genuine urgency), *ex parte* pre-arbitral interim measures are available from the courts.
Courts' attitude towards the competence-competence principle?	Recent judicial policy recognises and gives deference to the competence-competence principle.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The grounds for annulment mirror the criteria for refusal of recognition and enforcement of foreign awards set out in the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The annulment of a foreign award at its seat constitutes a ground for refusal of recognition or enforcement of that award in Nigeria. Under the current judicial policy, these awards will not be recognised or enforced in Nigeria.
Other key points to note?	Partial and Interim Awards are enforceable under the ACA. A comprehensive Bill to repeal and re-enact the ACA is awaiting third reading at the Senate of the Federal Republic of Nigeria. The Bill is modelled on the 2006 version of the UNCITRAL Model Law with some notation additions. These include the introduction of emergency arbitrator provisions and the introduction of an appellate review tribunal if parties elect to circumvent the national courts for annulment proceedings. The Bill also introduces time limits in arbitration related matters before the Courts.

NORWAY, BY WIKBORG REIN

In Norway, ad hoc arbitral tribunals are, by far, the most commonly used. In cases of institutional arbitration, the parties often opt for the SCC or ICC rules. The Oslo Chamber of Commerce has an institute for arbitration and alternative dispute resolution, which recently gained some attraction. The status of international arbitration in Norway has remained mostly unchanged in recent years. With the international trend of an increasing number of cross-border contractual relationships and the increased costs associated with the large arbitration institutions, the number of international arbitrations in Norway may increase in the years ahead.

Date of arbitration law?	The Arbitration Act 2004 was enacted on 14 May 2004 and governs arbitration seated in Norway.
UNCITRAL Model Law? If so, any key changes thereto?	The Arbitration Act is based on the UNICITRAL Model Law with some adjustments. The Arbitration Act governs both international and domestic arbitration.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There are no specialised courts in Norway handling arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	Norwegian courts may decide on interim measures even though the dispute is governed by an arbitration clause.
Courts' attitude towards the competence-competence principle?	The tribunal has competence to decide on its own jurisdiction and any objections to the existence or validity of the arbitration agreement. In case the tribunal renders a decision on jurisdiction before the final award, that decision may be brought before the ordinary courts
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The Arbitration Act upholds the pro-enforcement bias, as set out in the New York Convention. Enforcement of the award may be refused on the same grounds as set out in the New York Convention which essentially are the same grounds that would render an award invalid. In addition, enforcement may be refused if the award is not yet binding on the parties or the award has been overturned by a court in the state where the award was rendered.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	In case legal action is taken before the ordinary courts regarding the validity of an arbitral award, Norwegian courts have a discretionary power to stay enforcement of the award. In practice, the courts will evaluate the allegations and submissions regarding the invalidity of the award when assessing whether staying enforcement is appropriate.
Other key points to note?	The main rule in Norway is that the parties jointly nominate all three arbitrators. If the parties cannot agree on a panel, the parties will choose one arbitrator each, and the two chosen arbitrators then appoint the third arbitrator who acts as the chairperson of the arbitration

PAKISTAN, BY RAJA MOHAMMED AKRAM & CO. (RMA&CO)

Date of arbitration law?	The Arbitration Act was introduced in 11 March 1940. The New York Convention Act was promulgated on 15 July 2011 (and applies to foreign arbitral awards issued after 14 July 2005).
UNCITRAL Model Law? If so, any key changes thereto?	No.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Jurisdiction under the Arbitration Act rests with the ordinary civil courts. Jurisdiction under the New York Convention Act is with the High Courts, which are constitutional courts one tier below the Supreme Court (which is the highest court).
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	The courts generally accept that the arbitral tribunal may decide on its own jurisdiction, but there is no specific legislation to this effect.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	No. The grounds for annulment of awards under the Arbitration Act are wide and include questions relating to the misconduct of the arbitral proceedings and the legality of the award apparent on the face of the award.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The courts in Pakistan have not addressed this issue.
Other key points to note?	ϕ

PARAGUAY, BY GROSS BROWN ESTUDIO JURÍDICO

With the enactment of the Arbitration Act in 2002, Paraguay adopted almost entirely the UNCITRAL Model Law of 1985. This allowed a significant increase in the practice of commercial arbitration.

Date of arbitration law?	The Arbitration Act was enacted on 24 April 2002.
UNCITRAL Model Law? If so, any key changes thereto?	The Arbitration Act has adopted almost entirely the UNCITRAL Model Law. The few key deviations are briefly set out below: • First, Article 11 of the Arbitration Act deviates from Article 8(2) of the Model Law. Article 11 of the Arbitration Act adds the phrase identified in red at the end of the text of Article 8(2) of the Model Law: *Where an action referred to in paragraph (1) of this article has been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before the court, provided that the parties, before an award is rendered, desist from the instance."* Accordingly, arbitrators cannot render an award while a dispute which may fall within the scope of the arbitration agreement is still pending before Paraguayan domestic courts. • Article 19 of the Arbitration Act deviates from Article 16 of the Model Law, by adding that the arbitral tribunals may not render its award while a matter pertaining to the arbitral tribunal's jurisdiction is pending before Paraguayan domestic courts. • Article 40 subsection b) of the Arbitration Act deviates from Article 36 of the Model Law regarding the grounds for refusal of enforcement, by providing that a violation of "international public policy" (as opposed to the reference to the State's public policy in Article 36 of the Model Law) shall give rise to a denial of enforcement. These differences are further developed below.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Pursuant to Article 9 of the Arbitration Act, the authority responsible for handling arbitration-related matters is the First Instance Court for Civil and Commercial matters.
Availability of *ex parte* pre-arbitration interim measures?	Pursuant to Article 20 of the Arbitration Act, prior to the constitution of the Arbitral Tribunal, interim measures can only be requested from the First Instance Court for Civil and Commercial matters. Interim measures granted by such courts will expire seven days after the constitution of the Arbitral Tribunal.

	Both courts and arbitrators can grant interim measures *ex parte*.
Courts' attitude towards the competence-competence principle?	Pursuant to Article 19 of the Arbitration Act, the arbitral tribunal has the power to rule upon its own jurisdiction, including in cases where a party has objected to its jurisdiction, based on the existence or validity of the arbitration agreement. For this purpose, arbitration clauses are considered independent from the rest of the contract. The nullity of the contract will not entail ipso jure the nullity of the arbitration clause. However, even though the competence-competence principle is enshrined in Article 19 of the Arbitration Act, arbitral tribunals cannot render an award while an issue of jurisdiction is pending before domestic courts. Although there are not many cases dealing with the competence-competence principle, the general trend shows that domestic courts respect this principle, and decline to exercise jurisdiction in the presence of arbitration clauses.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Grounds for annulment under the Arbitration Act are substantially the same as those set forth in the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Pursuant to Article 46 of the Arbitration Act, the annulment of an award at the place of arbitration constitutes a ground for denying enforcement in Paraguay. However, there is no relevant case law where this exception has been applied.
Other key points to note?	Besides Article 248 of the National Constitution of the Republic of Paraguay (the "**National Constitution**") -which grants a jurisdictional nature to arbitration- (developed below), all the most salient characteristics of the Paraguayan jurisdiction are detailed in the analytical framework.

PERU, BY MIRANDA & AMADO, ABOGADOS

The Peruvian Arbitration Law ("**PAL**") is based on the 2006 UNCITRAL Model Law and applies to both international and domestic arbitration. The PAL has a modern approach on arbitration. The rules applicable protect the arbitration agreement limit the intervention of the courts during the course of the arbitration and the grounds for annulment are restrictive following the approach of the 2006 UNCITRAL Model Law. As all Peruvian state procurement contracts are referred to arbitration, there is a large volume of arbitration cases in Peru, thus a specialized arbitration culture has developed which is constantly evolving and improving.

Date of arbitration law?	The PAL entered into force on 1 September 2008.
UNCITRAL Model Law? If so, any key changes thereto?	Yes. No material changes have been introduced.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Yes, the Superior Court of Lima has two chambers specialized in commercial matters, which are competent for set-aside applications and award recognition actions. Please note that these chambers are not exclusively dedicated to arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	Courts are favorable to the competence-competence principle. It has been recognized as a principle by the Peruvian Constitutional Tribunal.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	No.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	There is no case-law on this issue.
Other key points to note?	Under Peruvian law, all procurement contracts executed by the Peruvian State must be submitted to arbitration.

THE PHILIPPINES, BY SYCIP SALAZAR HERNANDEZ & GATMAITAN

Arbitration in the Philippines is primarily governed by Republic Act No. 9285 ("RA 9285"). It is also known as the Alternative Dispute Resolution Act of 2004. RA 9285 primarily adopted (1) Republic Act No. 876 (otherwise known as the Arbitration Law), which was enacted on June 19, 1953 to govern domestic arbitration, and (2) the UNCITRAL Model Law to govern international commercial arbitration.

Parties are free to agree on, among other things: (a) the seat of arbitration, (b) the law governing the arbitration agreement, (c) the place where arbitration hearings shall be held, (d) the language of the arbitration, and (e) the procedure for the appointment of arbitrators and the proceedings.

Philippine courts also provide support to parties to an arbitration agreement and arbitration proceedings. For example, Philippine courts have the power to (1) suspend court proceedings and refer the parties to arbitration once it is notified of the existence of an arbitration agreement between the parties, (2) issue interim measures of protection when necessary, and (3) provide assistance in the taking of evidence. An arbitral award may not be appealed, and may only be set aside or refused enforcement in accordance with the grounds set out in the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, to which the Philippines is a party to.

Date of arbitration law?	RA 9285 was enacted on February 4, 2004, and it has not yet been amended.
UNCITRAL Model Law? If so, any key changes thereto?	The Philippines adopted the Model Law on International Commercial Arbitration adopted by the United Nations Commission on International Trade Law on June 21, 1985. It has not yet adopted the 2006 Model Law.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	ϕ
Availability of *ex parte* pre-arbitration interim measures?	Arbitrators may issue interim measures of protection. Philippine courts have the power to issue interim measures of protection, including temporary orders of protection that they can issue *ex parte*.
Courts' attitude towards the competence-competence principle?	The principle of competence-competence is recognized by Philippine law. Philippine courts will generally stay court proceedings if there is a valid arbitration agreement covering the dispute.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The Philippines has adopted the grounds to refuse the recognition and enforcement of an arbitral award set out in the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
Courts' attitude towards the recognition and enforcement of	ϕ

foreign awards annulled at the seat of the arbitration?	
Other key points to note?	The law does not regulate the arbitrator's right to admit or exclude evidence. A domestic arbitral award or international commercial arbitral award may not be appealed. The petition to recognize and enforce an arbitral award may be filed anytime from receipt of the award, but it must be filed within 10 years from receipt of the award. However, if a timely petition to set aside an arbitral award is filed (which must be filed within three months from the receipt of the award), the opposing party must file therein and in opposition thereto the petition for recognition and enforcement of the same award within fifteen (15) days from receipt of the petition to set aside. A foreign arbitral award is presumed to have been made and released in due course of arbitration and is subject to enforcement by the court. It is a crime for an arbitrator to have any interest in the property disputed in the arbitration proceedings wherein he acted as an arbitrator. However, there does not appear to be any arbitrator who has been convicted of this crime.

POLAND, BY CLIFFORD CHANCE

Date of arbitration law?	The Polish arbitration law was enacted in 2005 and the last revision was made in 2015.
UNCITRAL Model Law? If so, any key changes thereto?	The Polish arbitration law is mainly based on the UNCITRAL Model Law. The key modifications are: the arbitration agreement must be in writing and cannot confer a unilateral right to arbitrate only on one of the parties. Arbitration agreements in respect of disputes with consumers or concerning labour law are valid only if they are concluded after the dispute arises.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No.
Availability of *ex parte* pre-arbitration interim measures?	Polish courts can issue *ex parte* pre-arbitration interim measures.
Courts' attitude towards the competence-competence principle?	
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The grounds for annulment of an arbitral award are similar to those provided for in the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Under Polish law, the courts cannot recognize and enforce an award annulled at the seat of the arbitration. Set aside and recognition/enforcement proceedings are single-staged and are held before the Court of Appeal. The decision of the Court of Appeal (concerning the enforcement of a foreign arbitral award or setting aside of local/foreign awards) can be appealed to the Supreme Court, but on very narrow grounds.
Other key points to note?	ϕ

PORTUGAL, BY MORAIS LEITÃO, GALVÃO TELES, SOARES DA SILVA & ASSOCIADOS

The current Portuguese Voluntary Arbitration Law ("PAL") is the result of an extensive debate and peer-review process and it materializes the efforts of the Portuguese government to equip Portugal with a more competitive, effective and modern arbitration law, thereby rendering the country truly arbitration-friendly.

Date of arbitration law?	The PAL entered into force on 14 March 2012 and is heavily influenced by the 2006 UNCITRAL Model Law, with certain improvements mostly based on the experience of other leading jurisdictions and/or on demands by users.
UNCITRAL Model Law? If so, any key changes thereto?	Yes, with main changes discussed below.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Portuguese Courts are renowned for their independence and impartiality and are generally supportive of arbitration. Notwithstanding, there is no specific judicial body devoted to handling arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	Yes, in the appropriate circumstances.
Courts' attitude towards the competence-competence principle?	Article 5, both the positive and negative effects of the competence-competence principle are recognized.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Parties may request annulment of awards by means of a set aside motion under Article 46 of the PAL. In this regard, the Portuguese law significantly reflects, but does not absolutely mirror, the New York Convention, as it sets narrow grounds to set aside the award and does not allow for a review of the merits of the arbitral decision.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The PAL has a pro-arbitration stance in respect of the enforcement of arbitration agreements. To the best of our knowledge, Portuguese courts have not yet had the opportunity to address the question of whether an award that has been annulled at the seat may be recognized and enforced in Portugal.
Other key points to note?	– The PAL provides for specific rules governing multi-party and multi-contract arbitrations and expressly allows for interim measures and preliminary orders. – The PAL provides a general principle of confidentiality of the arbitration proceedings.

ROMANIA, BY IORDACHE PARTNERS

Date of arbitration law?	2013. The main body of law applicable to arbitration in Romania is set out in Book IV "On Arbitration" and in Book VII, "On International Arbitration and the Effects of Foreign Arbitral Awards", of the new Civil Procedure Code.
UNCITRAL Model Law? If so, any key changes thereto?	Although the International arbitration provisions are not based on the UNCITRAL Model Law, it is in line with its principles.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	The arbitration related matters are handled by the municipal civil courts (*Tribunal*) or by courts of appeal (*Curte de Apel*).
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	Arbitral tribunal's right to rule on its own competence is upheld. Furthermore, the court, when seized with a dispute in relation to which there is a valid arbitral agreement will decline competence.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Awards can notably be annulled in the following circumstances: - the decision was rendered after the expiry of the agreed time limit although termination had been invoked by one of the parties and there was no party agreement for the continuation of the arbitration; - the decision did not include the reasons, did not state the date and place where it was rendered, or was not signed by the arbitrators; - after the award was rendered, the Constitutional Court renders a decision on an unconstitutionality objection raised in the course of the arbitral proceedings, declaring unconstitutional the law or piece of legislation or provision which formed the subject of the objection.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Under the new provisions, both recognition and enforcement may be suspended or rejected if the foreign award had been subject to annulment at the seat.
Other key points to note?	<u>Access to the Constitutional Control for arbitral tribunals</u>: The access of arbitral tribunals to the Constitutional Court takes place by means of objection as to the unconstitutionality of a law or a provision of the law.

RUSSIA, BY FRESHFIELDS BRUCKHAUS DERINGER

Date of arbitration law?	Russia has separate statutes for international and domestic arbitration. International arbitration is governed by Law 'On International Commercial Arbitration' dated 7 July 1993 (the ICA Law) which was significantly modified by arbitration reform legislation adopted in December 2015. The reform legislation also included a new Federal Law 'On Arbitration' dated 31 December 2015 (the Domestic Arbitration Law) which replaced Russia's pre-existing federal statute on domestic arbitration. The Domestic Arbitration Law and the reformed ICA Law entered into force on 1 September 2016. The ICA Law generally applies to Russia-seated arbitrations with significant cross-border elements and to the recognition and enforcement of foreign awards in Russia, while the Domestic Arbitration Law regulates the arbitration of "intra-Russian" disputes. In respect of Russia-seated international arbitrations, some provisions of the Domestic Arbitration Law (*e.g.*, in respect of eligibility criteria for arbitrators) apply by reference. Qualification of a dispute as 'domestic' or 'international' not only determines which statute and arbitral rules will apply, but may have wider consequences. For example, it is arguable that purely domestic disputes are not capable of being referred to arbitration outside Russia, and those arguments have been supported in some Russian court decisions. It is also important to bear in mind that new Russian arbitration legislation expressly allows arbitration clauses in respect of Russian corporate disputes from 1 February 2017 and suggests that earlier arbitration clauses relating to such disputes are non-enforceable.
UNCITRAL Model Law? If so, any key changes thereto?	Russia`s two arbitration laws are largely harmonized, and based to a significant extent on the UNCITRAL Model Law. There are some differences, for example the criteria of 'international' disputes under the ICA Law are not identical to those under the Model Law, arbitrators may not decide cases *ex aequo et bono*, etc.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There are no specialised courts or judges dealing exclusively with arbitration-related matters. The key seat of arbitration in Russia and the location of the most important arbitral institutions in the country is Moscow. The judicial corps in Moscow is well-trained, and Moscow courts of different levels often have to deal with arbitration-related cases such as recognition of foreign arbitral awards and annulment of awards issued in Moscow-seated arbitrations. Regional courts have also had exposure to arbitration matters, *e.g.* in the cases of recognition and enforcement of foreign arbitral awards against companies in the Russian regions.
Availability of *ex parte* pre-arbitration interim measures?	Pre-arbitration interim relief is available from courts. Applications for interim relief are considered ex parte. As a practical matter, Russian courts are usually reluctant to grant interim relief, unless

	very strong evidence of immediate risk of asset dissipation can be demonstrated.
Courts' attitude towards the competence-competence principle?	Both the ICA Law and the Domestic Arbitration Law recognise the principle of competence-competence. Russian courts can be expected to recognise and support this rule.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The grounds for the annulment of an award under Russia's arbitration legislation are based on the criteria for the recognition and enforcement of awards under the New York Convention. However, as a practical matter, the application of these grounds may differ from that applied by courts in other countries. For example, Russian courts have traditionally taken a broad view of the public policy exception to the recognition and enforcement of arbitral awards (although the approach has recently evolved towards a narrower interpretation). The New York Convention-based non-arbitrability exception to enforcement will also apply differently in Russia compared to some other jurisdictions. This is because Russia, unlike many foreign jurisdictions, has specific and complex rules defining the arbitrability of various types of disputes, including corporate disputes.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Russian courts will generally refuse enforcement of annulled arbitral awards.
Other key points to note?	ϕ

SERBIA, BY MORAVČEVIĆ VOJNOVIĆ AND PARTNERS IN COOPERATION WITH SCHOENHERR

Date of arbitration law?	10 June 2006
UNCITRAL Model Law? If so, any key changes thereto?	Yes, the Serbian Arbitration Act was modelled after the 1985 UNCITRAL Model Law. Changes include that: – the number of arbitrators must be odd; – the parties must appoint arbitrators within a certain timeframe; and – an award may be set aside if it was based on a false witness or expert testimony, counterfeit documents or criminal acts by arbitrators or parties (as established in a final and binding criminal court judgment).
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No, arbitration-related matters fall within the jurisdiction of the Higher Courts and Commercial Courts in the first instance.
Availability of *ex parte* pre-arbitration interim measures?	Yes. Although the courts typically request input from the opponent on applications for interim measures, if applicant can indeed justify urgency or in case of service of process abroad, the courts were willing to issue *ex parte* interim measures.
Courts' attitude towards the competence-competence principle?	The courts accept that the arbitral tribunal may decide on its own competence, as a rule expressly provided by the Serbian Arbitration Act. However, if an arbitral tribunal decided on its competence as a preliminary matter, a party may still request the courts to decide this matter.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Yes. An award may be set aside if it is based on a false witness or expert testimony, counterfeit documents or criminal acts by arbitrators or parties (as established in a final and binding criminal court judgment).
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The court may refuse to recognise and enforce foreign awards set aside at the seat of arbitration. This is an express ground for refusal of recognition and enforcement.
Other key points to note?	The setting aside procedure is a standard litigation; the decision on the setting aside application is appealable, and may also be subject to revision before the Supreme Court of Cassation.

SINGAPORE, BY RAJAH & TANN SINGAPORE LLP

Arbitration law in Singapore is consistent with the Model Law regime – it is generally pro-arbitration focused, premised on minimal curial intervention. Arbitration awards – both domestic (i.e. arbitrations seated in Singapore) and foreign (i.e. awards from arbitrations seated in NY Convention countries) are readily enforceable before the Singapore courts.

Courts are also an avenue for support during, and before, the arbitration process. For instance, parties may apply to the Singapore court for interim measures in support of the arbitration (for instance the seeking of injunctions). Where possible, however, these applications should first be made to the tribunal.

The most recent development in Singapore is the relative liberalisation of third-party funding in the realm of arbitration. Parties involved in arbitration (as well as mediation and arbitration related court proceedings) may now avail to third party funding, subject to certain restrictions as provided for in the regulation: the Civil Law (Third-Party Funding) Regulations 2017 (S 68/2017).

Date of arbitration law?	The arbitration law (i.e. the two relevant statutes: the Arbitration Act and the International Arbitration Act) was last amended in 2016; it continues to be updated by case law.
UNCITRAL Model Law? If so, any key changes thereto?	Yes. Chapter VIII of the Model Law, which deals with Recognition and Enforcement of Awards, is excluded. But this is largely technical; Enforcement may be resisted in Singapore on the bases set out in Article 36.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Yes, there is an arbitration docket at the High Court such that judges experienced in arbitration-related matters are typically rostered to hear such matters.
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	Wholly supportive.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	No. However, in setting aside cases, section 24 of the International Arbitration Act provides that: "24. Notwithstanding Article 34(1) of the Model Law, the High Court may, in addition to the grounds set out in Article 34(2) of the Model Law, set aside the award of the arbitral tribunal if — (*a*) the making of the award was induced or affected by fraud or corruption; or (*b*) a breach of the rules of natural justice occurred in connection with the making of the award by which the rights of any party have been prejudiced." However, the courts have interpreted these as being consistent with and not different from the due process and public policy rights already provided for under the Model Law.
Courts' attitude towards the recognition and enforcement of	Uncertain, although likely dismissive.

foreign awards annulled at the seat of the arbitration?	
Other key points to note?	ϕ

SLOVAKIA, BY ALLEN & OVERY

Date of arbitration law?	The Arbitration Act was enacted in 2012 and was substantially amended with effect from 1 January 2015.
UNCITRAL Model Law? If so, any key changes thereto?	The Arbitration Act is fully based on the 2006 version of the UNCITRAL Model Law. There are no key modifications.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Three general courts exercise jurisdiction over arbitral proceedings: the District Court Bratislava V, the District Court Banska Bystrica and the District Court Kosice I.
Availability of *ex parte* pre-arbitration interim measures?	*Ex parte* pre-arbitration interim relief may be granted by a court.
Courts' attitude towards the competence-competence principle?	Slovak law recognizes the negative effect of the competence-competence principle.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	There are no additional grounds for the annulment of awards rendered in Slovakia on top of those laid out in the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	A court may, but is not obliged to, refuse the enforcement of an award that has been set aside at the seat of the arbitration. There is no case law confirming whether the courts of the Slovak Republic would be willing to enforce awards that have been set aside.
Other key points to note?	• There are no issues with the enforcement of partial awards. However, interim awards are not per se considered as arbitral awards and are not immediately enforceable by the courts of the Slovak Republic. • The commencement of annulment proceedings does not automatically suspend the enforcement of an award. However, upon request of a party, the enforceability of an award may be suspended. • Arbitrators and experts can face civil as well as criminal liability.

SPAIN, BY GARRIGUES

The SAA, amended in 2011, was drafted following the UNCITRAL Model Law on International Commercial Arbitration (UNCITRAL Model Law), adopted on 21 June 1985, and only a few modifications were introduced thereto. It applies to both domestic and international arbitration when Spain is the place of arbitration, and certain provisions apply even when the place is abroad.

Date of arbitration law?	23 December 2003, last amended by Law 11/2011, of 20 May 2011.
UNCITRAL Model Law? If so, any key changes thereto?	The SAA is based on the UNCITRAL Model Law. Nevertheless, the SAA presents some differences: - any dispute over matters that can be freely and legally disposed of by the parties are arbitrable (Article 2(1) SAA); - in international arbitration, States or State-controlled entities cannot invoke prerogatives provided by their national law to circumvent obligations deriving from the arbitral agreement (Article 2(2) SAA); - arbitral proceedings are considered international also if the legal relationship from which the dispute stems has an impact on international trade (Article 3(1c) SAA); - in international arbitration, the arbitration agreement is valid if they fulfil the requirements set forth in any of the following rules are met: the legal rules chosen by the parties, the rules applicable to the merits of the dispute or the SAA (Article 9(6) SAA); - capital companies may subject their internal disputes, including the challenge of corporate resolutions, to arbitration (Article 11 bis SAA); - awards setting aside a registrable agreement must be entered in the Mercantile Registry (Article 11 ter SAA); - the default rule requires a single arbitrator to be appointed (rather than three) (Article 12 SAA); - a specific procedure for the appointment of arbitrators in multi-party arbitrations is foreseen (Article 15(2b) SAA); - if arbitrators do not notify the acceptance of their appointment within the agreed period (default rule of 15 days from the nomination) the appointment shall be deemed to have been declined (Article 16 SAA); - arbitrators may incur liability in the event of bad faith, gross recklessness or wilful act (Article 21 SAA); and - arbitral proceedings are presumed confidential (Article 24(2) SAA).
Availability of specialised courts or judges at the key seat(s) in the	Since 25 November 2010, the Court of First Instance, No. 101 of Madrid (*Juzgado de Primera Instancia No. 101 de Madrid*) was assigned exclusive jurisdiction over arbitration matters. This is

jurisdiction for handling arbitration-related matters?	the first, and so far only, specialized court in Spain for arbitration-related matters. The success of this specialized court, especially in terms of length of the proceedings, has led to several requests for more of these courts from different legal practitioners. Therefore, it is not unlikely that more courts specialized in arbitration are to be created in Madrid; as well as in other key seats in Spain, such as Barcelona. In fact, there is already an initiative to centralize the enforcement of arbitral awards requested all over Catalonia in a specialized court located in Barcelona, which is pending for approval from the Spanish General Council of the Judiciary.
Availability of *ex parte* pre-arbitration interim measures?	Article 11(3) SAA provides that the arbitration agreement will not prevent any of the parties, prior to or during the arbitral proceedings, from requesting for interim measures to a court, or the court from granting such measures.
Courts' attitude towards the competence-competence principle?	The *Kompetenz-Kompetenz* principle is enshrined in Article 22 SAA (as expressly admitted in its recitals), pursuant to which arbitrators can decide on their own jurisdiction, either through a partial or final award. Such principle is generally respected by Spanish courts, even when the validity or the existence of the arbitration agreement itself is challenged (see decisions of the Supreme Court nº 409/2017, of 27 June 2017 (RJ 2017\3021)[30]; and nº 776/2007, of 9 July 2007 (RJ 2007\4960)). Spanish courts may only review the decision of an arbitral tribunal on its own jurisdiction within the context of a request for set aside or a request for recognition and enforcement of an award deciding on the jurisdiction of the tribunal.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	In accordance with the criteria for the recognition and enforcement of awards under Article V of the New York Convention, Article 41(1) SAA states the grounds for the annulment of awards, establishing that an award may be set aside only if the party against whom it is requested evidences that: a) The arbitration agreement does not exist or is not valid; b) The party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; c) The award contains decisions on matters not submitted to arbitration; d) The appointment of the arbitrators or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with an

30 In this decision, the Supreme Court admitted that, in case the jurisdiction of a court is challenged due to the existence of an arbitration agreement, such court may fully examine the validity and effectiveness of the arbitration agreement.

	imperative provision of the SAA, or, failing such agreement, was not in accordance with such act; e) The subject-matter of the dispute cannot be submitted to arbitration; f) That the award is contrary to Spanish public policy. In conclusion, all the grounds for annulment of awards provided for by the SAA are based on the standard set-out for the recognition and enforcement of awards under the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	There is no express legal provision regarding the enforcement of annulled foreign awards in Spanish Law. However, the granting of *exequatur* for foreign awards is governed by the New York Convention. Pursuant to Article V(1e) of the Convention, recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, if that party demonstrates that the award has been set aside by a competent authority in the country where the award was rendered. In that line of reasoning, Spanish courts have generally adopted the view that an annulled award cannot be recognized. Notwithstanding with the above, it is important to note that the European Convention on International Commercial Arbitration concluded in Geneva on 21 April 1961 ("the Geneva Convention"), ratified by Spain in 1975 provides, to a certain extent, a more favourable regime regarding the recognition and enforcement of arbitral awards than the one established in the New York Convention. Concretely, with regard to the recognition and enforcement of foreign awards that have been annulled at the seat of arbitration, the Geneva Convention provides that their recognition and enforcement may only be refused when their annulment was based on any of the grounds set out in its Article IX (incapacity of the parties or invalidity of the arbitral convention, lack of due process, abuse of powers by arbitrators, and when the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or the Convention). Therefore, if the award was annulled on a different ground, the Convention does not prohibit its recognition or enforcement. However, the scope of application of the Geneva Convention is more limited than the New York Convention, since it is only applicable to commercial matters, and only if the parties are located in different contracting States.
Other key points to note?	ϕ

SWEDEN, BY MANNHEIMER SWARTLING

The Swedish Arbitration Act is fundamentally based on party autonomy. As a consequence, the structure of the arbitral proceedings under the Arbitration Act is primarily decided by the parties and, absent their agreement, by the arbitral tribunal. The Arbitration Act imposes very few mandatory rules, so the parties are free to contract out of the majority of provisions. Swedish courts are considered very arbitration-friendly, which is evident in that they will typically not intervene in arbitrations but will readily enforce both Swedish and foreign arbitral awards.

Date of arbitration law?	The Swedish Arbitration Act of 1 April 1999 (the "**Arbitration Act**").
UNCITRAL Model Law? If so, any key changes thereto?	Sweden is not a Model Law country, but the Arbitration Act conforms to the Model Law's basic principles.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No special courts for handling arbitration-related matters. In practice, the Svea Court of Appeal located in Stockholm is very specialised in arbitration as it has jurisdiction over e.g. challenge procedures regarding arbitrations seated in Stockholm and enforcement procedures of foreign awards.
Availability of *ex parte* pre-arbitration interim measures?	Swedish courts have power to order pre-arbitration interim measures for arbitrations seated in Sweden and abroad. The courts will also consider requests *ex parte*, *i.e.,* without hearing the other party, if delay would place the applicant´s claim at risk. If interim measures are sought prior to commencing the arbitration, the applicant must submit a request for arbitration within one month from the issuance of the interim measure.
Courts' attitude towards the competence-competence principle?	Courts respect the competence-competence principle that is enshrined in the Arbitration Act. However, the Arbitration Act also entitles a party to seek a declaratory judgment from a competent Swedish court on whether or not the arbitral tribunal has jurisdiction.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The Arbitration Act makes a distinction between an action to declare an award invalid and an action to set aside an award. An award made in Sweden is **invalid** if the dispute was non-arbitrable, if the award is clearly incompatible with public policy or if it does not meet the formal requirements of an award (written form and signature). An award made in Sweden can be wholly or partially **set aside** if the arbitration agreement is invalid, the award was not rendered within a time limit agreed by the parties, arbitrators exceeded their mandate, the arbitral proceedings should not have taken place in Sweden, there were irregularities in the appointment of arbitrators, an arbitrator lacked capacity or impartiality, or there are other procedural irregularities that influenced the outcome of the case.

Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The grounds for refusing the recognition and enforcement of a foreign arbitral award are those set out in the New York Convention. Upon the objection of a party, an award that has been set aside at the seat is not enforceable in Sweden. An interim measure by an arbitral tribunal is generally not considered as a decision on the merits and is thus not recognised as an enforceable award in Sweden.
Other key points to note?	ϕ

SWITZERLAND, BY LEVY KAUFMANN-KOHLER

Chapter 12 of the Swiss Private International Law Act ("PILA") governs international arbitrations with a seat in Switzerland. Salient features of Chapter 12 PILA include its clarity and conciseness, party autonomy and arbitration-friendliness, namely through comparatively more favourable standards regarding (i) the validity of arbitration agreements (Article 178 PILA); (ii) the arbitrability of any matter involving an economic interest (Article 177(1) PILA); (iii) the assistance of experienced state courts in support of arbitration (Articles 179(2) and (3), 180(3) and 183-185 PILA); (iv) an exhaustive and narrowly defined list of grounds of annulment of arbitral awards (Article 190(2) PILA), including a possibility for parties without any territorial connection with Switzerland to waive their right to seek annulment (Article 192 PILA); and (v) an arbitration-friendly approach by Swiss courts towards the recognition and enforcement of foreign awards under the New York Convention (Article 194 PILA).

Date of arbitration law?	18 December 1987, in force as from 1 January 1989.
UNCITRAL Model Law? If so, any key changes thereto?	While Chapter 12 PILA is not based on the UNCITRAL Model Law, there are no major differences or inconsistencies between these texts.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Geneva: *Tribunal de première instance* (Article 356(2) of the Swiss Code of Civil Procedure ("CCP"); Article 86(2)(d) of the Geneva Law on Judicial Organisation ("*Loi sur l'organisation judicaire*" or "LOJ/GE")); *Chambre civile de la Cour de Justice* (Article 120(1)(a) LOJ/GE). Zurich: *Obergericht* (Articles 356(1) and 356(2)(a) and (b) CCP; § 46 of the Zurich Law on Judicial Organisation ("*Gesetz über die Gerichts- und Behördenorganisation im Zivil- und Strafprozess*" or "GOG/ZH")); *Bezirksgericht* (specifically, *Einzelgericht*) (Article 356(2)(c) CCP; §32 GOG/ZH). Assistance in matters of (i) constitution of the arbitral tribunal; (ii) challenge of arbitrators; (iii) any procedural matters, including provisional measures and the taking of evidence (Articles 179(2) and (3), 180(3) and 183-185 PILA).
Availability of *ex parte* pre-arbitration interim measures?	Swiss courts (Article 265(1) CCP) and arbitral tribunals (unless the parties have otherwise agreed; Article 183 PILA) can grant *ex parte* provisional measures. However, as long as the arbitral tribunal is not yet constituted and no other private body, such as an emergency arbitrator, is available, the parties have no other option than to submit their request for (*ex parte*) interim relief to a state court.[31]
Courts' attitude towards the competence-competence principle?	Articles 186(1) and (1bis) PILA establish and recognize the competence-competence principle.
Grounds for annulment of awards additional to those based on the criteria for the recognition and	Exhaustive and narrowly defined list of annulment grounds (Article 190(2) PILA): irregular constitution of the arbitral tribunal (a); incorrect decision on jurisdiction (b); *ultra* or *infra petita* decisions (c); violations of fundamental principles of procedure

31 Bernhard BERGER/Franz KELLERHALS, *International and Domestic Arbitration in Switzerland*, 3rd ed., Berne 2015, para. 1275.

enforcement of awards under the New York Convention?	(d); and violations of public policy (e). These grounds are generally in line with Article V of the New York Convention, although the list in Article 190(2) PILA is more restrictive as it does not include the violation of the procedural rules agreed by the parties.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	While the Swiss courts have not yet decided this issue, Swiss commentators suggest that the recognition of awards annulled at the seat could be envisaged where the ground for annulment departs from those stated in Article V of the New York Convention,[32] or the annulment amounts to a manifest violation of the law of the country in which the award was made.[33]
Other key points to note?	ϕ

[32] Gabrielle KAUFMANN-KOHLER/Antonio RIGOZZI, *International Arbitration – Law and Practice in Switzerland*, Oxford 2015, para. 8.269.

[33] Bernhard BERGER/Franz KELLERHALS, *International and Domestic Arbitration in Switzerland*, 3rd ed., Berne 2015, para. 2083; Sébastien BESSON/Luc PITTET, *La reconnaissance à l'étranger d'une sentence annulée dans son Etat d'origine - Réflexions à la Suite de l'Affaire Hilmarton*, 16 ASA Bulletin (1998), p. 525.

TOGO, BY MARTIAL AKAKPO & ASSOCIÉS

Date of arbitration law?	The OHADA Uniform Arbitration Act was revised on 23 November 2017.
UNCITRAL Model Law? If so, any key changes thereto?	The Togolese arbitration law is not based on UNCITRAL Model Law strictly speaking, but most of the core principles underlying the Model Law are applied under the Uniform Arbitration Act.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No. Ordinary courts handle jurisdictional challenges and the annulment and enforcement of awards.
Availability of *ex parte* pre-arbitration interim measures?	The courts may grant *ex parte* interim measures.
Courts' attitude towards the competence-competence principle?	The arbitral tribunal may rule on its own jurisdiction and national courts seized with a matter potentially falling within the ambit of an arbitration agreement must refer such matter to the arbitral tribunal save if the arbitration agreement is manifestly void or inapplicable.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Only limited grounds set out in the Uniform Arbitration Act, which are similar to those provided for in the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The question of whether Togolese courts are bound by the foreign court's set-aside decision has not been settled yet, although we believe that such setting aside would not be a ground for non-enforcement in Togo.
Other key points to note?	Arbitration agreements are to be signed by all parties in principle, although the Uniform Arbitration Act leaves room for a binding effect of the arbitration agreement on non-signatories. Based on the decision rendered by Togolese courts, we would assess the arbitration friendliness of Togo at about 40%.

UKRAINE, BY REDCLIFFE PARTNERS

Ukraine is an arbitration-friendly jurisdiction with detailed regulation of courts' control over and support to international commercial arbitration. International and domestic arbitration are regulated in separate statutes: international commercial arbitration is regulated in the Law of Ukraine On International Commercial Arbitration (the "**ICA Law**") while domestic arbitration is subject to the Law on Domestic Arbitration Courts. In practice, the only international commercial arbitration institution in Ukraine that administers international commercial arbitration disputes is the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (the "**ICAC**"), however there is no legal restriction to set up an institution for administering international commercial arbitrations.

The Ukrainian parliament has recently adopted a major law restating a number of the procedural codes and amending statutes of Ukraine governing the court procedure and arbitration (the "**Court Procedures Reform Law**"). It entered into force on 15 December 2017.

Date of arbitration law?	The ICA Law was adopted on 24 February 1994 and entered into force on 20 April 1994. The latest amendments were introduced on 15 December 2017.
UNCITRAL Model Law? If so, any key changes thereto?	The ICA Law is based on the UNCITRAL Model Law dated 1985 without the 2006 amendments and with certain deviations regarding: • the "international" nature of the disputes (Art. 1); • the "commercial" nature of disputes (Art. 1); and • the indication that the President of the Ukrainian Chamber of Commerce and Industry shall perform the functions of the appointing authority referred to in articles 11(3), 11(4), 13(3). The Court Procedures Reform Law also provides for: • negative inferences based on a party's failure to provide evidence; and • additional regulation of interim measures.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	No. The cases for annulment of arbitral awards rendered in international arbitration seated in Ukraine will be considered by the appeal court of the region where such arbitration was seated, while the Kyiv City Court of Appeal is in charge of the applications for recognition and enforcement of arbitral awards. However, given the fact that ICAC seated in Kyiv is the only arbitral institution that administers international commercial disputes in Ukraine, the Kyiv City Court of Appeal alone will hear the annulment and recognition cases in Ukraine.
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	Ukrainian courts generally recognize the competence-competence principle.
Grounds for annulment of awards additional to those based on the	No.

criteria for the recognition and enforcement of awards under the New York Convention?	
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Under the ICA Law, a court may refuse to recognise and enforce a foreign award if the foreign award has been annulled at its seat. There have been no precedents of attempts to enforce annulled awards in Ukraine. However, in our view, the annulment of the award at the jurisdiction of its seat would likely be regarded by Ukrainian courts as a bar to recognition and enforcement.
Other key points to note?	The arbitration agreement should expressly indicate the full name of an arbitral institution and the types of disputes that the parties have agreed to refer to the arbitration. Ukrainian courts tend to invalidate the arbitration agreement or deny enforcement of the arbitral award in case of misspelling of the name of an arbitral institution. While the amendments to the ICA Law introduced by the Court Procedures Reform Law provide that any inaccuracies in the text of the arbitration agreement or doubts regarding its validity, effect and enforceability shall be interpreted by the court in favour of its validity, effect and enforceability, it remains to be seen whether the overly strict and formalistic approach of Ukrainian courts will change as a result of these changes.

UNITED ARAB EMIRATES, BY AL TAMIMI & COMPANY

UAE Federal Arbitration Law No. 6 of 2018 on Arbitration has been recently issued and gazetted. It repeals the Arbitration Chapter of the UAE Civil Procedures Law No. 11 of 1992. The new law came into effect on 16 June 2018 and will apply to all ongoing and future arbitral proceedings. The new law is expected to significantly revamp arbitration in the UAE.

This GAP chapter on UAE is currently being updated to incorporate the provisions of the new UAE Federal Arbitration Law.

Arbitration has been a widely-used method for resolving commercial disputes arising out of domestic and international commercial transactions in the UAE. The UAE's ascension to the New York Convention in 2006 and the drafting of a proposed UAE Federal Arbitration Law (to replace the existing Federal Code of Civil Procedure) highlights the UAE's commitment to utilising arbitration as a popular commercial dispute resolution regime in the region. The UAE courts are generally supportive of and respect an agreement to arbitrate between parties (although they have tended to adapt a restrictive approach to confirming arbitration agreements as an exception to their general jurisdiction). The UAE courts also respect domestic, international and foreign arbitral awards and recognise and enforce them, subject to the provisions of the law, without examining the merits of the case.

Date of arbitration law?	At present, the CPC governs all arbitrations conducted in the UAE (excluding those that take place in the context of the DIFC and the ADGM). The CPC arbitration provisions were drafted in 1992 and have remained largely unchanged since then. Article 203 (arbitration agreement) and Article 241 (conduct of the execution bailiff) were amended in 2005 pursuant to Federal Law No. 30 of 2005.
UNCITRAL Model Law? If so, any key changes thereto?	The CPC is not based on the UNCITRAL Model Law. The new federal arbitration law is based on the UNCITRAL Model Law and replaces Articles 203 to 218 of the CPC.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There are no specialised arbitration courts or judges in the UAE.
Availability of *ex parte* pre-arbitration interim measures?	The parties can apply for precautionary attachment orders on an *ex parte* basis as a pre-arbitration interim measure.
Courts' attitude towards the competence-competence principle?	The CPC does not expressly provide for the competence-competence doctrine. However, this principle is recognised by the UAE courts. There are no statutory provisions, which prohibit the arbitrator(s) from determining their jurisdiction.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	N Under the CPC, awards may be challenged for the following reasons: (1) the award was rendered without an arbitration deed or was based on an invalid arbitration agreement or deed, (2) the arbitrator was invalidly appointed, (3) the award was issued by one arbitrator in the absence of other members of the tribunal without their permission, (4) the award was issued out of time, (5)

	a material procedural flaw in the arbitral proceedings (6) the award relates to a matter that is not capable of being arbitrated, or (7) the award is contrary to the public policy of the UAE. This reflects the criteria under Article V of the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	This issue has not been addressed by the courts to date.
Other key points to note?	ϕ

UNITED STATES, BY ARENT FOX LLP, DEBEVOISE & PLIMPTON LLP, AND HUGHES HUBBARD & REED LLP

While the Federal Arbitration Act ("FAA") is the primary arbitration statue in the United States, each state typically has its own arbitration statute as well. The FAA generally applies broadly—reaching any arbitration agreement or award which touches on interstate commerce (*i.e.*, commerce between one of the U.S. states) or international commerce. Typically, the FAA, when applicable, will pre-empt any contrary state law provisions. However, if the FAA is silent with respect to a particular issue, the applicable state law will control. The state arbitration law will also apply to the extent an arbitration agreement or award does not implicate interstate or international commerce—for instance, a purely local dispute that does not involve federal law. Moreover, the FAA itself is subject to interpretation by the courts, which may reach differing interpretations in areas in which the U.S. Supreme Court has not ruled.

In this context, the following are key questions for legal practitioners to consider when engaged in arbitrations in the United States. As these questions are answered, the parameters of the arbitration will take shape, and practitioners will know what to expect as the arbitral proceedings move forward.

Date of arbitration law?	The FAA was enacted in 1925. Typically, each U.S. state also has its own arbitration law, and the enactment dates vary from state to state.
UNCITRAL Model Law? If so, any key changes thereto?	The FAA bears some similarity to the UNCITRAL Model Law on International Commercial Arbitration. However, there are important differences. Unlike the Model Law, the FAA provides different grounds for vacating an award and few default rules of procedure where the parties fail to agree to a governing set of rules.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	The availability of specialised courts or judges varies across the U.S. For example, New York has implemented specific procedures to help its courts develop arbitration expertise, including by designating a specialized judge to handle all of the New York County Commercial Division's international arbitration cases.
Availability of *ex parte* pre-arbitration interim measures?	Most U.S. Federal and state courts permit some form of pre-arbitration interim measures. Whether the procedure is purely ex parte or requires some notice to the parties varies.
Courts' attitude towards the competence-competence principle?	U.S. courts typically have a favourable view of the competence-competence principle.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The typical grounds for annulment of awards in the U.S. are: (i) the award was procured through corruption, fraud, or undue means; (ii) the arbitrators exhibited bias or acted corruptly; (iii) the arbitrators engaged in misconduct in the course of proceedings, prejudicing the parties or otherwise raising due process concerns; and (iv) the arbitrators exceeded their power or imperfectly executed them that a mutual, final, and definite award upon the subject matter was not made.

Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Foreign awards are readily confirmed and enforced in the U.S., consistent with the policy of the New York Convention. Depending on the circumstances, U.S. courts typically would not enforce an award that was annulled at the seat of the arbitration.
Other key points to note?	1. What type of court intervention, if any, can be expected during the arbitral proceedings? U.S. federal and state courts may intervene in select circumstances to facilitate arbitration of claims. 2. In what format should the award be? Typically, awards under the FAA and state arbitration laws are written, but the FAA does not require that they be signed, dated, or reasoned. 3. What are the requirements for a valid and enforceable award? Typically, under the FAA and state arbitration laws, an award is valid and enforceable so long as it is written and the arbitral process in conducted in accordance with due process.

ZAMBIA, BY ERIC SILWAMBA, JALASI & LINYAMA LEGAL PRACTITIONERS

Date of arbitration law?	29 December 2000.
UNCITRAL Model Law? If so, any key changes thereto?	Yes, the Zambian Arbitration Act (the "**Act**") is based on the 1985 UNCITRAL Model Law. Key deviations concern: • Broader provisions in case of default of the claimant • Broader grounds for the setting aside of awards • Broader grounds for refusing recognition of awards
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Yes
Availability of *ex parte* pre-arbitration interim measures?	Yes
Courts' attitude towards the competence-competence principle?	Arbitrators may rule on their own jurisdiction, including on any objection with respect to the existence or validity of the arbitration agreement.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	In addition to the grounds set out in the New York Convention, the Act also provides that recognition and enforcement may be refused if the court finds that the making of the award was induced by fraud, corruption or misrepresentation.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	Courts may refuse the recognition and enforcement of awards annulled at the seat of the arbitration upon request of the party against which enforcement is sought.
Other key points to note?	ϕ