DELOS
dispute resolution

DELOS GUIDE TO ARBITRATION PLACES (GAP)

1ST EDITION

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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

Albania is a civil law country which has transitioned, during these last 20 years, from a centrally planned to a market-oriented economy. Albania has received EU candidate status in June 2014. Foreign investments play a key role for the integration and economic development of Albania but then foreign investors need also an attractive legal environment, especially in terms of legal certainty, fair treatment and dispute resolution mechanism.

Although arbitration is considered as the most important and advantageous dispute resolution mechanism for commercial disputes, Albania does not currently have a domestic arbitral institution and as it shall be further detailed below, since year 2013 the Albanian Parliament is expected to approve a law regulating domestic and international arbitration procedures. Actually, the only domestic law provisions related to arbitration that are in force in Albania concern the recognition and enforcement of international arbitration awards. Albania being also a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the only possibility offered to parties willing to submit disputes to arbitration, is to opt for foreign arbitration and thereafter have the foreign arbitration award recognised in Albania.

Lacking an arbitration law, this arbitration guide for Albania shall focus mostly on the issue of recognition of international arbitration awards in Albania.

Key places of arbitration in the jurisdiction	Tirana
Civil law / Common law environment?	Civil law
Confidentiality of arbitrations?	ϕ
Requirement to retain (local) counsel?	ϕ
Ability to present party employee witness testimony?	ϕ
Ability to hold meetings and/or hearings outside of the seat?	ϕ
Availability of interest as a remedy?	ϕ
Ability to claim for reasonable costs incurred for the arbitration?	ϕ
Restrictions regarding contingency fee arrangements and/or third-party funding?	ϕ
Party to the New York Convention?	Yes
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.45

ALGERIA, BY BENNANI & ASSOCIÉS LLP

Disputes in Algeria may be resolved through arbitration and litigants are free to choose an arbitral institution and arbitrators at their sole discretion.

Key places of arbitration in the jurisdiction	Arbitrations in Algeria are generally in Algiers. In practice, for disputes relating to international contracts, parties often choose Paris or Geneva as the seat.
Civil law / Common law environment?	Civil law
Confidentiality of arbitrations?	The confidentiality of arbitration is a fundamental principle guaranteed by Algerian law.
Requirement to retain (local) counsel?	Algerian arbitration law does not require that parties to an arbitration be represented by external counsel. Parties can be self-represented should they so wish.
Ability to present party employee witness testimony?	A party may present witness testimony from employees which, under certain circumstances, is made under oath.
Ability to hold meetings and/or hearings outside of the seat?	Parties are free to choose the seat of arbitration as well as the venue for hearings and meetings.
Availability of interest as a remedy?	Yes.
Ability to claim for reasonable costs incurred for the arbitration?	It is possible for the winning party to claim the reimbursement of reasonable costs incurred for the arbitration.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Contingency fee arrangements and/or third-party funding are possible under Algerian regulation.
Party to the New York Convention?	Algeria ratified the New York Convention on 7 February 1989.
Other key points to note	• Matters related to Public Order and/or status and legal capacity of persons cannot be resolved via arbitration nor mediation. • The State and its organs are authorized to have recourse to local and international arbitration only if arbitration is provided for by an international treaty or in a procurement contract. • State-owned companies are authorized to have recourse to international arbitration in their international commercial relationships.
WJP Civil Justice score (2017-2018)	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.

Argentine arbitration law is composed of two different regulations: (i) a chapter on the Arbitration Agreement contained in the Civil and Commercial Code enacted by the National Congress and applicable nation-wide; (ii) regulations of the procedural aspects of the arbitration contained in the Civil and Commercial procedural Codes (enacted by each province) and in the National Civil and Commercial Procedural Code respectively applicable in each province and in the federal jurisdiction. These procedural codes provide for the recourses available after an award has been rendered (such as annulment and clarification requests) and the terms, grounds, and conditions for their filing.

Key places of arbitration in the jurisdiction	Buenos Aires.
Civil law / Common law environment?	Civil law jurisdiction.
Confidentiality of arbitrations?	Not explicitly stated but parties may agree on it.
Requirement to retain (local) counsel?	Not necessary.
Ability to present party employee witness testimony?	Not forbidden.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	This matter is regarded as a part of substantive law.
Ability to claim for reasonable costs incurred for the arbitration?	The National Civil and Commercial Procedural Code provide that arbitrators must allocate costs to the losing party unless they find that the circumstances of the case do not justify it. Parties may agree on a different cost allocation (either directly or through the adoption of institutional rules).
Restrictions regarding contingency fee arrangements and/or third-party funding?	Local bar rules allow lawyers to agree on contingency fees for up to 30% of the value of the awarded amount. There is no provision on third-party funding.
Party to the New York Convention?	Yes, with reservations with regard to reciprocity and commercial disputes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.57

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

Vienna offers an excellent environment for arbitration proceedings: Supported by arbitration-friendly and reliable state courts and its central, easy-accessible, cost-efficient location in the heart of Europe, Vienna managed to steadily increase its importance as an arbitration hub, in particular for the CEE region.

Key places of arbitration in the jurisdiction	The key place of arbitration in Austria is Vienna.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	Not expressly provided.
Requirement to retain (local) counsel?	It is not required to engage a (local) counsel.
Ability to present party employee witness testimony?	It is possible to present a party employee as witness.
Ability to hold meetings and/or hearings outside of the seat?	It is possible to hold meetings and/or hearings outside the seat.
Availability of interest as a remedy?	Interest is generally available as a remedy (as a matter of substantive law).
Ability to claim for reasonable costs incurred for the arbitration?	It is possible to claim reasonable costs incurred for purposes of the arbitration.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There are certain restrictions regarding contingency fee arrangements. Third-party funding is not restricted. Strict consumer protection and labour law provisions.
Party to the New York Convention?	Austria is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention").
Other key points to note	– Austrian arbitration law closely follows the UNCITRAL Model Law on International Commercial Arbitration ("Model law"). – The procedure for challenging an arbitral award has recently been reformed: The Supreme Court now decides on a challenge as the first and last instance. – The Supreme Court is known for its high-quality judgments and reliably upholds the rule of law in respect to arbitration.
WJP Civil Justice score (2017-2018)	0.81

BRAZIL, BY TOZZINI FREIRE ADVOGADOS

Arbitration is a consolidated dispute resolution mechanism in Brazil. The Brazilian Arbitration Law ("**BAL**") is well developed and has been recently modified to adapt it to some important demands,[1] such as interim measures (Arts. 22-A and 22-B) and arbitrations with the public administration (Art. 1 §1), which were already accepted by the local case law.

Key places of arbitration in the jurisdiction	The key places in Brazil for arbitration are the cities of São Paulo (State of São Paulo), Rio de Janeiro (State of Rio de Janeiro), Porto Alegre (State of Rio Grande do Sul), Curitiba (State of Paraná) and Belo Horizonte (State of Minas Gerais).
Civil law / Common law environment?	Civil Law
Confidentiality of arbitrations?	Although there is no general legal provision dealing with the topic, confidentiality can be agreed by the parties. The BAL eliminates confidentiality in cases in which public administration parties are involved, imposing the publicity of the procedure (Art. 2 § 3).
Requirement to retain (local) counsel?	There is no restriction for foreign counsel to act as a party representative in domestic arbitral procedures. It differs from litigation in national courts, where an official registration of the counsel and the local law firm before the Brazilian Bar Association ("*Ordem dos Advogados do Brasil*") is required.
Ability to present party employee witness testimony?	There is no restriction to present party employee witness testimony under the BAL.
Ability to hold meetings and/or hearings outside of the seat?	The BAL does not limit arbitral tribunals' powers or parties' choice to hold meetings and hearings outside of the seat. Parties can agree to different places in which the arbitral proceedings can occur (Art. 11, I, BAL) and these places can even be different from the seat.[2]
Availability of interest as a remedy?	It is possible to recover interest as a remedy in Brazil (Brazilian Civil Code, Art. 407; Brazilian Supreme Court jurisprudence).[3]
Ability to claim for reasonable costs incurred for the arbitration?	The Arbitral Tribunal can freely decide on the costs allocation in its decision (Art. 27, BAL).

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

2 Carlos Alberto CARMONA, *Arbitragem e Processo*. 3 ed. São Paulo: Atlas, 2009, p. 208.

Entry nº 254 of the Prevailing Case Law ("*Súmula da Jurisprudência Dominante*"). There is a huge list of precedents confirming such entry: Extraordinary Appeal nº 162890 ED, Justice Ilmar Galvão, 1st Section, date: 03/06/1997; Extraordinary Appeal nº 115123, Justice Sydney Sanches, 1st Section, date: 12/02/1988; Extraordinary Appeal nº 109462, Justice Rafael Mayer, 1st Section, date: 24/06/1986. This is also the understanding of the Brazilian High Court of Justice ("*Superior Tribunal de Justiça*"); See, also, Appeal nº 1133023/PE, Justice Og Fernandes, 6ts Section, date: 17/09/2009; Appeal nº 979708/PE, Justice Og Fernandes, 6th Section, date: 02/09/2008; Special Appeal nº 464.234/PR, Justice João Otávio de Noronha, 2nd Section, date: 03/08/2006. Available at: http://www.stf.jus.br/portal/jurisprudencia/listarJurisprudencia.asp?s1=254.NUME.%20NAO%20S.FLSV.&base=baseSumulas.

Restrictions regarding contingency fee arrangements and/or third-party funding?	Brazilian Law is silent on agreements regarding contingency fees or third-party funding. Moreover, there is no ethical or legal barrier to the funding arrangements.[4] The dominant opinion supports the possibility to make these arrangements. Accordingly, they are an option worth being considered.[5]
Party to the New York Convention?	Brazil is a party to the New York Convention since 2002.[6]
Other key points to note	It is possible for an arbitrator to be criminally liable in Brazil. Arbitrators are treated as public officers when it comes to criminal liability (Art. 17 of the BAL). Arbitral awards rendered by an arbitrator who has been proven to be corrupt in a criminal procedure can be annulled on the grounds of the BAL (Art. 32, VI). When it comes to civil liability, arbitrators can also be condemned to pay damages as a consequence of the criminal offence.[7] Courts in Brazil are friendly to arbitration. Brazil is one of the leading countries in Latin America to facilitate the development of arbitration.[8] The duration of annulment proceedings may vary depending on whether a party appeals the decision on the validity of the award. A number of appeals can be submitted in an annulment proceeding, since it follows the regular procedure for civil actions. There are two ordinary degrees of jurisdiction in Brazil; thus, the decision in an annulment proceeding can be appealed. There are also extraordinary appeals, which can be made both to the High Court of Justice ("*Superior Tribunal de Justiça*") and to the Supreme Court ("*Supremo Tribunal Federal*"), when there are violations of federal legislation or to the Federal Constitution respectively. As a general rule, annulment proceedings do not suspend the enforcement of awards, except if the State judge understands that the annulment application is likely to succeed and that there is a risk that the enforcement causes irreparable or serious injury, according to the standards set forth by the Brazilian Code of Civil Procedure (Art. 294 *et seq*.). The annulment can also be required by the defendant in an enforcement proceeding by way of a mean of defense (BAL, Art. 33 §3).
WJP Civil Justice score (2017-2018)	0.53

4 Arnoldo WALD, Some positive and negative aspects of arbitration financing, *Revista de Arbitragem e Mediação,* vol. 49/2016, pp. 33-41.

5 Arnoldo WALD, Some positive and negative aspects of arbitration financing, *Revista de Arbitragem e Mediação,* vol. 49/2016, pp. 33-41.

6 Available at: http://www.planalto.gov.br/ccivil_03/decreto/2002/d4311.htm.

7 BAL Art. 14: "*Individuals somehow linked to the parties or to the submitted dispute, by any of the relationships that characterize the impediment or suspicion of judges, are prevented from serving as arbitrators and become subject, as the case may be and to the applicable extent, to the same duties and responsibilities incurred by court judges, as set up in the Code of Civil Procedure*".

8 Eleonora COELHO PITOMBO, Arbitragem e o Poder Judiciário: aspectos relevantes, in Luiz Fernando do Vale de ALMEIDA GUILHERME, *Aspectos Práticos da Arbitragem*, São Paulo, Editora Quartier Latin, 2006, p. 122.

BRITISH VIRGIN ISLANDS, BY WALKERS

Key places of arbitration in the jurisdiction	Road Town (Tortola).
Civil law/common law environment?	Common law.
Confidentiality of arbitrations?	Arbitration proceedings conducted are private and confidential to the parties.
Requirement to retain (local) counsel?	There are no restrictions on foreign law firms engaging in and advising on arbitration in the BVI.
Ability to present party employee witness testimony?	An arbitral tribunal in the BVI is not bound by the rules of evidence of the Court and may receive any evidence that it considers relevant to the proceedings, including employee witness testimony.
Ability to hold meetings and/or hearings outside of the seat?	Hearings and meetings do not have to be held in the BVI.
Availability of interest as a remedy?	Section 78 of BVI Arbitration Act 2013 (the "**Act**") prescribes that, unless the award made by an arbitral tribunal provides otherwise, interest is payable on money awarded by the tribunal from the date of the award and at the 5% rate specified in section 7 of the Judgments Act 1907.
Ability to claim for reasonable costs incurred for the arbitration?	An arbitral tribunal may direct that costs, including the fees and expenses of the tribunal, be paid by one party to another. The arbitral tribunal may only allow costs that are reasonable having regard to all of the circumstances (Sections 72-78 of the Act).
Restrictions regarding contingency fee arrangements and/or third-party funding?	There is no statutory provision for contingency fee arrangements or third-party funding in the BVI. As such, the BVI follows the English common law position where third-party funding of litigation is permitted, provided that it does not offend common law principles; however legal practitioners in the BVI are prevented from entering into contingency fee arrangements.
Party to the New York Convention?	The BVI is a signatory to the New York Convention.
Other key points to note	The issue of whether anti-arbitration injunctions are available in the BVI was recently addressed by the Court of Appeal in *Sonera Holding BV v. Cukurova Holding AS*.[9] In limited circumstances, such injunctions are available in BVI. These proceedings concerned the attempts by Sonera Holding BV (**"Sonera"**) to enforce an ICC arbitration award made in Geneva in 2011. There have been hearings in this matter up to the Privy Council (the highest appellate court for BVI) and the facts are complex. In summary, Sonera appealed against the decision of

[9] BVIHCM(COM)2011/119.

the BVI Court at first instance to dismiss its application for an anti-arbitration injunction in connection with Cukurova Holding AS's (**"CH"**) claim in a second arbitration relating to the same dispute.

The Court considered Section 3(2)(b) of the Act, which states that '*the Court shall not interfere in the arbitration of a dispute, save as expressly provided in this Act*'. The judge at first instance held that the BVI Court had no discretion to interfere with the ongoing arbitral proceedings.

Sonera appealed on the grounds that, despite the wording of the Act, the BVI Court had jurisdiction to grant injunctions under Section 24(1) of the West Indies Associated States Supreme Court (Virgin Islands) Act (the Supreme Court Act) and that it ought to have exercised that jurisdiction in this case.

The Court of Appeal agreed with *Sonera* that the Court retained a general power and jurisdiction to grant an anti-arbitral injunction. The Court held that the Act expressed a principle of non-intervention that did not remove the Court's independent jurisdiction under the Supreme Court Act, stating:

> *Any provision of a statute which seeks to oust the Court's jurisdiction must be expressed in clear terms. The statement of policy contained in Section 3(2)(b) of the Act does not meet this standard.*

The Court then held that the jurisdiction to grant injunctions to restrain foreign arbitral proceedings should be exercised with caution and only granted in exceptional circumstances, being an infringement of a legal or equitable right of a party, or if the proceedings were vexatious, oppressive or unconscionable.

Despite this apparently high bar, the Court held that Sonera's appeal should be allowed and the injunction granted. It appears from the judgment that the Court's decision was influenced by its perception that the second arbitration pursued by CH was designed to avoid the results of the first arbitration award and to nullify the BVI Court's decision. The Court held that CH's actions in bringing the second arbitration were:

> *"specifically aimed [...] at interfering with the Court's judgment and ought not to be permitted. The Court is duty bound to step in to protect its processes and judgments."*

CH's appeal to the Privy Council against the decision was withdrawn, as a result of the final award coming out before the appeal could be heard.

Consolidation of Arbitral Proceedings

Section 6 and Schedule 2 of the Act provide that the BVI Court may consolidate two or more arbitral proceedings, if the parties expressly agree to that procedure. The consolidation may be ordered if, upon the application of a party to the arbitral proceedings, it appears to the BVI Court that:

	a) a common question of law or fact arises in both or all of the arbitral proceedings, b) the rights to relief claimed in those arbitral proceedings are in respect, or arise out, of the same transaction or series of transactions, or c) for any other reason it is desirable to make an order.
WJP Civil Justice score (2017-2018)	ϕ

BULGARIA, BY KAMBOUROV & PARTNERS

A jurisdiction with a strong tradition in commercial arbitration, Bulgaria was among the first to implement the 1985 Model Law. Although it has not implemented the 2006 revision of the Model Law, the Bulgarian legislator consistently develops the local environment in a pro-arbitration direction. The recent demonstration of such development is the 2017 reform which reduced the grounds for annulment of awards and partially decentralised jurisdiction among regional courts.

Easy access to *ex parte* pre-arbitration interim measures issued by local courts, respect by local judges of the *competence-competence* doctrine, readily granted assistance by state courts in support of arbitration and a large set of remedies (including interest) available to arbitral tribunals make Bulgaria an appropriate venue for resolution by arbitration of a large variety of disputes.

Key places of arbitration in the jurisdiction	Currently featuring more than 25 institutions, the leading institutional arbitrations are based in the capital, Sofia. The Arbitration court with the Bulgarian Chamber of Commerce and Industry is the most frequently used institution. There are also institutions active in Varna and Bourgas (the seaport towns) and in Plovdiv (the second largest city), which, however, have limited impact on the arbitration climate in the country.
Civil law / Common law environment?	Civil law. Sharing common features with all Eastern-Europe countries. Bulgaria is also a Member State of the European Union.
Confidentiality of arbitrations?	The Arbitration Act is silent on confidentiality; yet it is commonly accepted as a key distinguishing feature of arbitration. The rules of the leading arbitration institutions provide for confidentiality of the proceedings.
Requirement to retain (local) counsel?	There are no restrictions on representation in arbitral proceedings. In arbitration related court proceedings (*e.g.,* annulment, recognition and enforcement, interim measures and gathering of evidence), the parties need to be represented by a lawyer or in-house counsel engaged on employment contract and having a law degree.[10] In proceedings before the Supreme Court of Cassation, the lawyer shall have at least 5 years of experience.[11] A lawyer admitted to the bar in a foreign non-EU country may appear before Bulgarian courts only upon receiving special authorization, subject to specific conditions and only together with a Bulgarian lawyer.[12] A lawyer from an EU country may appear before local courts without specific authorization, but only together with a Bulgarian lawyer.[13]

10 Article 32 of the Civil Proceedings Act.

11 Article 24(2) of the Advocacy Act.

12 Article 10 of the Advocacy Act.

13 Articles 11 and 12 of the Advocacy Act.

Ability to present party employee witness testimony?	Party employees may give witness testimony; arbitral tribunals may take the witnesses' relations with the parties into consideration when determining the probative value of their statements.
Ability to hold meetings and/or hearings outside of the seat?	The parties may agree on the place of the hearing, including outside of the seat. Absent such agreement, the tribunal will determine the place of the hearing considering all circumstances of the case and the convenience of the parties.[14]
Availability of interest as a remedy?	Bulgarian law explicitly recognizes interest as an available remedy.
Ability to claim for reasonable costs incurred for the arbitration?	The leading principle in the allocation of costs is "the costs follow the event", save for excessive lawyers' fees, which the tribunal or the court may refuse to allocate entirely to the losing party.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Contingency fee arrangements are permitted and frequently used in practice. The only restriction in court proceedings is that the court would refuse to award costs that the parties did not incur prior to the closing of the proceedings. Third party funding is not regulated, and is yet rarely used.
Party to the New York Convention?	The New York Convention has been in force in Bulgaria since 1965. Bulgaria adheres to the New York Convention, under the reservations that: (i) it applies the Convention to awards made in the territory of other contracting states; and (ii) regarding awards made in the territory of non-contracting states, Bulgaria applies the Convention subject to strict reciprocity.
Other key points to note	The Arbitration Act limits the freedom of the parties in domestic arbitration to choose foreign law applicable to their arbitration agreement. Thus, in domestic arbitration only the Arbitration Act governs the arbitration agreement. The Arbitration Act requires that an arbitrator sitting in Bulgaria shall be a citizen of full age, not convicted for deliberate capital offence, has university degree, at least 8 years of professional experience and high morals. The Act, however, does not require qualification in law. Further, a foreign citizen may not sit as arbitrator in domestic arbitration, but only in international arbitration.[15] The consolidation and/or joinder of arbitral proceedings are subject to very strict interpretation as the Bulgarian legal tradition pays significant tribute to the importance of the right of the parties to participate in the appointment of the tribunal. Consequently, unless the parties clearly agree on the provisions and rules beforehand, consolidation and/or joinder would be possible only upon explicit consent of all parties.
WJP Civil Justice score (2017-2018)	0.56

14 Article 25 of the Arbitration Act.

15 Article 11(2) in conjunction with para.3 of the Transitory and conclusive provisions of the Arbitration Act.

CANADA, BY BORDEN LADNER GERVAIS LLP

Canada is consistently recognised as an arbitration-friendly jurisdiction, and for good reason. First, the legislative framework governing international commercial arbitration and the enforcement of foreign arbitral awards closely mirrors the Model Law and New York Convention, and severely limits the ability of courts to intervene with decisions made by arbitrators. Secondly, Canadian courts are supportive of arbitration, and continue to uphold the integrity of the arbitral process by affording broad deference to tribunals on issues of jurisdiction, findings of fact and law, and with respect to relief granted in partial and final arbitral awards. The approach of the Canadian judiciary to complex issues in international commercial arbitration should instil confidence in practitioners that Canada will remain a leader in the field of international commercial arbitration policy and jurisprudence.

Key places of arbitration in the jurisdiction	From West to East: Vancouver, BC; Calgary, AB; Toronto, ON; Ottawa, ON; Montreal, QC.
Civil law / Common law environment?	Common law, except the Province of Quebec which is a civil law jurisdiction.
Confidentiality of arbitrations?	Confidentiality is not addressed in the legislation, other than in Quebec which does provide for confidentiality. On 17 May 2018, British Columbia enacted amendments to its international commercial arbitration legislation which explicitly provide for privacy and confidentiality. In the other Canadian jurisdictions, arbitral confidentiality is presumed through the "implied undertaking" rule from court practice. Moreover, confidentiality obligations flow from the arbitration rules adopted by the parties or express confidentiality agreements entered into by the parties. That said, the open-court principle applied in Canada means that the ability to maintain confidentiality if a party resorts to court to challenge an award or otherwise seek assistance is limited; the principle requires that court proceedings presumptively be open an accessible to the public and to the media Parties may apply to maintain confidentiality but the jurisprudence limits the circumstances in which a court will grant such protection.
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	There is no bar to evidence from parties or party officers in the legislation.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	Yes, generally.
Ability to claim for reasonable costs incurred for the arbitration?	Yes, which generally includes: • The fees and expenses of the arbitration includes those of the arbitrator and any administering institution; • The parties' reasonable legal fees and expenses, including witnesses and experts; and

	• More broadly, any other expenses incurred in connection with the proceedings.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Contingency fee arrangements have long been accepted in Canada. Third-party funding is widely used but the jurisprudence on its acceptability is limited.
Party to the New York Convention?	Yes, the New York Convention entered into force in Canada on 10 August 1986. Canada declared that it would apply the convention only to differences arising out of legal relationships, whether contractual or not, which are considered commercial under the laws of Canada, except in the case of the province of Quebec, where the law did not provide for such limitation.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.81

CHINA (MAINLAND), BY HERBERT SMITH FREEHILLS

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 "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) and purely domestic disputes (where all parties and other elements of the dispute are based in mainland China). This critical distinction affects many aspects of the arbitration. The regime for foreign-related disputes is considerably more flexible.

Key places of arbitration in the jurisdiction	The principal institution of relevance to non-Chinese parties is the China International Economic and Trade Arbitration Commission (CIETAC), headquartered in Beijing and with sub-commissions in Shanghai, Shenzhen, Chongqing, Tianjin, Hangzhou, Wuhan and Fuzhou within mainland China, as well as an arbitration centre in Hong Kong.
Civil law / Common law environment?	PRC law largely adopts features from the civil law tradition. Precedents have no binding authority on future cases and are only of referential value.
Confidentiality of arbitrations?	PRC Arbitration Law provides that arbitration proceedings are confidential unless the parties agree otherwise.
Requirement to retain (local) counsel?	The parties can be represented by counsel, agents or themselves. The Ministry of Justice also allows foreign law firms to represent clients in arbitration cases conducted in China and/or governed by PRC law. However, only locally qualified and licensed lawyers may express official "opinions" on PRC law during an arbitration in mainland China.
Ability to present party employee witness testimony?	ϕ
Ability to hold meetings and/or hearings outside of the seat?	The place of hearing is regulated by the rules of the arbitral institutions. Generally, parties are able to hold hearings outside of the seat by agreement or when so directed by the tribunal.
Availability of interest as a remedy?	In practice, arbitral tribunals seated in China usually award simple or compound interest, calculated from the date due until the date of full payment.
Ability to claim for reasonable costs incurred for the arbitration?	In arbitrations seated in mainland China, the losing party is generally ordered to compensate the winning party for the reasonable costs incurred in the arbitration. There are no express statutory limits on the amount of costs that a tribunal can order the losing party to reimburse.
Restrictions regarding contingency fee arrangements and/or third-party funding?	PRC lawyers are allowed to enter into success fee arrangements or pure contingency fee arrangements, or a combination of both with their clients. Where contingency fees are allowed, such fees are not permitted to exceed 30% of the amount in dispute. Third party funding in arbitration is not prohibited in mainland China.

Party to the New York Convention?	In 1987, China became a party to the New York Convention subject to the reciprocity and commercial reservations.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.50, though this is believed to be not very objective due to unfamiliarity with the jurisdiction or largely due to perceived bias.

CZECH REPUBLIC, BY BŘÍZA & TRUBAČ ATTORNEYS AT LAW

In the Czech Republic, arbitration is considered and widely used as a speedy and cost-effective alternative to judicial dispute resolution of B2B disputes in court proceedings. The Czech state courts have been mostly supportive of the process of integrating arbitration in the the Czech legal system.The rise in the use of arbitration in the Czech Republic in recent years is mostly due to the importance of Czech businesses in the global economy. As a result, there has been a steady increase in the number of institutional arbitrations under various rules. In contrast, the caseload of the Czech arbitral institutions[16] is on the decline.[17]

Key places of arbitration in the jurisdiction	Prague is considered to be the key place of arbitration in the Czech Republic. Other cities in the Czech Republic are seldom used.
Civil law / Common law environment?	The Czech Republic is a Civil law country, where most of the rules are codified in statutes and regulations, among which the Czech Civil Code plays a major role.
Confidentiality of arbitrations?	Parties to a dispute are not obligated by law to keep the proceedings confidential but it is prevailing good practice to do so. Pursuant to the Arbitration Act, arbitrators are bound by a duty of confidentiality.[18] Arbitrators are subject to a duty of confidentiality for all information in connection with the case acquired during the term of their office, which can only be lifted upon the agreement of the parties to the dispute or by an order of the state court. Releasing an arbitrator from confidentiality is decided on a case-by-case basis. Nevertheless, if not released, the obligation to keep confidential any facts and issues that come to the arbitrator's attention during the term of his/her office[19] lasts without time limitations. However, an arbitrator is certainly

16 Most commercial disputes in the Czech Republic are referred to the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic. The Arbitration Court has gained international recognition mainly for arbitration of domain-name disputes (it is the only institution in the world to be authorized to arbitrate EU domain disputes). Other arbitration courts established by law are the Exchange Court of Arbitration at the Prague Stock Exchange or Arbitration Court attached to the Czech-Moravian Commodity Exchange Kladno.

17 There may be various reasons for this decline including the lesser flexibility of the arbitration rules attached to the Czech institutions (*e.g.*, as regards the selection of arbitrators not registered in the list of arbitrators maintained by the institution), less concerns for the costs of such arbitration (the lesser costs involved in a dispute administered by Czech arbitral institution arguably may have been the main driving force for choosing the Czech institution) or overall reputation.

18 Section 6 of Act No. 216/1994 Coll., on arbitral proceeding and on enforcement of arbitral awards ("Arbitration Act") reads as follows: "*(1) The arbitrators shall be bound to maintain confidentiality of any circumstances they have learnt of in connection with their office of arbitrator unless they are released of their duty. (2) Arbitrators may be released from confidentiality by the parties. If the parties do not release the arbitrator from the confidentiality obligation, the decision on the release from confidentiality for serious reasons shall be made by the Chairman of the District Court with jurisdiction over the district in which the arbitrator has his or her permanent residence. If the arbitrator does not have his or her permanent residence in the territory in the Czech Republic, or if the arbitrator's residence cannot be established, the decision on the release from confidentiality shall be made by the Chairman of the District Court with jurisdiction over the district in which the arbitral award was made. If the place where the arbitral award was made cannot be established or if the award was not made in the Czech Republic, the decision shall be made by the Chairman of the District Court for Prague 1*." [all quotations of the Czech regulations contained herein are unofficial translations thereof].

19 Starting from the appointment of the arbitrator until the arbitral proceeding is concluded.

	obliged to provide information about the case in the event of a review[20] or execution of the award by the regular court.
Requirement to retain (local) counsel?	There is no requirement to retain counsel in the arbitral proceeding under the Arbitration Act. By way of analogy, the respective provisions of the Czech Civil Procedure Code[21] apply, hence a party may act on its own or through a representative using a power of attorney. The Czech Act on the Legal Profession must be observed; it follows that if a party is represented by remunerated counsel, such counsel must maintain a status within the Czech Bar Association.[22]
Ability to present party employee witness testimony?	There are no limitations to offering witness testimony from employees of parties to the dispute.
Ability to hold meetings and/or hearings outside of the seat?	The parties are free to agree on any place for the hearing even outside the place of arbitration. In the absence of such agreement, the arbitrators have the power to decide this issue taking into consideration the interest of both parties.
Availability of interest as a remedy?	The Arbitration Act does not lay down specific rules on interest. Interest is considered as tied to a main claim and thus governed by substantive law. It follows that except if the parties agree otherwise, a claim decided under the Czech law as substantive law covers also interest (either on a contractual basis or on the statutory basis). No interest is awarded on the costs of proceedings.
Ability to claim for reasonable costs incurred for the arbitration?	As a general rule, the arbitral tribunal seated in the Czech Republic will always fix the costs of the arbitral proceedings in an award and apportion them on the basis of the principle of costs follow the event. Arbitral tribunals usually take into account each party's rate of success where either of them was partially successful in the dispute. The tribunal has the power to rule that each party shall bear their own costs, if the circumstances require so. Generally, legal expenses are calculated on the basis of the rates fixed in the Decree of the Ministry of Justice,[23] thus they might be different from the actual legal costs incurred by a party. The parties may agree on a different way to allocate the costs provided the agreement is reasonable under the circumstances.

20 Such review may be in the form of a state court proceeding initiated upon a motion to set aside an award or a motion to stop execution.

21 Act No. 99/1963 Coll., Civil Procedure Code, as amended.

22 The lawyers of EU member states may obtain a status within the Czech Bar Association on basis of Council Directive 77/249/EEC of 22 March 1977 and Directive 98/5/EC of the European Parliament and of the Council of 16 February 1998 or subject to limited requirements related to personal and professional integrity (*see,* Sections 35f – 35n of Act No. 85/1996 Coll., on the Legal Profession. Other foreign lawyers would usually need to pass an exam testing the knowledge of the Czech laws).

23 Decree of the Ministry of Justice No. 177/1996 Coll., of 4th June 1996, on fees and remuneration of lawyers for the provision of legal services (the Lawyer´s Tariff). The reference to the Lawyer´s Tariff results from application the Civil Procedure Code applies by way of analogy.

Restrictions regarding contingency fee arrangements and/or third-party funding?	There are no restrictions on third-party funding. Arbitral proceedings are usually funded by the parties themselves. However, it is also possible to seek assistance in financing arbitration expenses, including lawyers' and other fees. This may take the form of a standard loan or an arrangement relating to an agreed proportion of an awarded sum. As far as the contingency fee is concerned, a Czech attorney (or any other counsel maintaining status with the Czech Bar Association) must observe the Code of Professional Conduct.[24] Counsel's compensation may be limited (in case of a dispute between a counsel and a client) to the amount which is reasonable under the given circumstances,[25] (a success fee of more than 25% of the amount at stake is usually not permitted).[26] The common types of contractual remunerations include time-based remuneration, remuneration based on number of conducted legal actions, success fee, monthly rate and others.
Party to the New York Convention?	The Czech Republic is a party to the New York Convention by way of succession since 30 September 1993 (its predecessor Czechoslovakia acceded on 10 July 1959). In accordance with the reservation made by Czechoslovakia at the time the New York Convention was adopted, the Convention does not apply to the recognition and enforcement of foreign awards (awards where the place of arbitration is outside of the territory of Convention member states), unless reciprocity is granted.
Other key points to note	• The Czech Republic pays particular respect to the rule of law. In the WJP Rule of Law Index 2016 the Czech Republic ranks the 17th globally with a score amongst the top in the CEE region. • The Arbitration Act does not grant the arbitral tribunals the power to order interim measures (*e.g.,* injunctions). The arbitral tribunals have to seek assistance of the state courts.
WJP Civil Justice score (2017-2018)	0.74

24 *See,* Resolution of the Board of Directors of the Czech Bar Association No. 1/1997 of 31 October 1996.

25 The Lawyer´s Tariff sets forth the basic principle in its Section 4(3): "*Contractual remuneration must be reasonable and must not be in a clear disparity with the value and complexity of the matter*."

26 Section 10(5) of the Code of Professional Conduct reads as follows: "*The attorney is free to agree on a contractual remuneration determined by a share in the value of the matter or the outcome of the matter if the amount of the remuneration thus agreed is adequate according to the provisions of paragraphs 2 and 3. However, as a rule, the contractual remuneration determined by the share in the result of a matter, shall not exceed 25%*."

DENMARK, BY PLESNER

Arbitration is a fully recognized dispute resolution mechanism in Denmark, considered on an equal footing with litigation in terms of enforceability and procedural guarantees. Denmark enacted its first statute dedicated to arbitration in 1972, which is also the year it acceded to the New York Convention on the Recognition and Enforcement of Foreign Awards. Following the 2005 revision of the Danish Arbitration Act ("DAA"), Denmark became a UNCITRAL Model Law country. Denmark ranked as number one overall out of 113 jurisdictions worldwide in the 2016 and 2017-2018 WJP Rule of Law Indexes, and is thus a very safe and modern forum for arbitration proceedings. With a legal reform currently in the pipelines, Denmark is arguably becoming an even more apparent alternative to the more traditional arbitration venues in Europe.

Key places of arbitration in the jurisdiction	Copenhagen, with its concentration of large firms and convenient access for foreign travelers, is usually the preferred venue for international arbitration proceedings seated in Denmark. Several of the Copenhagen-based law firms have facilities that will accommodate the needs of larger hearings. A selection of hotels and conference venues also offer good facilities.
Civil law / Common law environment?	Civil law. In order to identify the relevant rule(s) of law, it will often be necessary to also look to case law, custom and - to a lesser extent doctrine. This feature, together with the language barrier, makes Danish law somewhat inaccessible to foreign practitioners unfamiliar with the Nordic legal tradition.
Confidentiality of arbitrations?	The DAA does not specifically provide for the confidentiality of the arbitration proceedings but the Code of Conduct of the Danish Bar Association places Danish lawyers under a duty of professional secrecy. It the parties wish to ensure that they and the arbitral tribunal are bound by a duty of confidentiality, they should set this out in the arbitration agreement directly or request that the arbitral tribunal order the confidentiality of the proceedings.
Requirement to retain (local) counsel?	The DAA does not compel parties to retain counsel for the arbitration proceedings, but it will often be advisable to be assisted by counsel familiar with Scandinavian law and language, especially when the dispute is to be adjudicated under Danish law. Denmark belongs to the Nordic Civil law tradition and has a relatively strong tradition for codifying the law. In order to identify the relevant rule(s) of law, it will often be necessary to also look to case law, custom and – to a lesser extent doctrine. This feature, together with the language barrier, makes Danish law somewhat inaccessible to foreign practitioners unfamiliar with the Nordic legal tradition.
Ability to present party employee witness testimony?	Upon conferring with the parties, the arbitral tribunal may determine the permitted means of discovery, including whether party employees, other fact witnesses and experts shall be allowed to give testimony.

Ability to hold meetings and/or hearings outside of the seat?	Upon conferring with the parties, the arbitral tribunal may conduct meetings and hearings outside the designated legal seat.
Availability of interest as a remedy?	Upon conferring with the parties, the arbitral tribunal may decide on appropriate remedies, including whether to add simple or compound interest on any sums awarded.
Ability to claim for reasonable costs incurred for the arbitration?	Upon conferring with the parties, the arbitral tribunal may award and allocate reasonable costs.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The DAA does not set forth any restrictions regarding contingency fees or third-party funding. Under the Code of Conduct of the Danish Bar Association, lawyers may not charge a percentage of the sums awarded to the client as such, but their fees may otherwise reflect the outcome of a case, and lawyers are free to operate on a "no cure, no pay" basis.
Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.86 – ranked second (Overall score: 0.89 – ranked first globally).

DOMINICAN REPUBLIC, BY JIMÉNEZ CRUZ PEÑA ABOGADOS

The Dominican Republic occupies the eastern two-thirds of the Caribbean island of Hispaniola, which it shares with Haiti. With a population of about 10.41 million, the Dominican Republic is a middle-income country, with the largest economy of Central America and the Caribbean.

The laws of the Dominican Republic are essentially based on the Roman law tradition, as transmitted through French and Spanish law. Although arbitration was contemplated in the French Code of Civil Procedure of 1807 which was adopted by the Dominican Republic in 1884, the use and acceptability of this alternative dispute resolution mechanism amongst business people and amongst local courts began to take form in the early 1990s, and it is still evolving. The Centers for Alternative Dispute Resolution of the Chamber of Commerce and Production of Santo Domingo and Santiago are the most prominent arbitral institutions in the country.

Key places of arbitration in the jurisdiction	Santo Domingo, the capital, and Santiago, the second most important city in terms of economy.
Civil law / Common law environment?	Civil law jurisdiction.
Confidentiality of arbitrations?	Arbitration proceedings, both *ad hoc* and institutional, are confidential.
Requirement to retain (local) counsel?	There is no express legal provision on whether a foreign lawyer may assist a client before an arbitral tribunal, when such assistance is the result of a particular case and not aimed at establishing a practice in the Dominican Republic. Our view is that a foreign lawyer may assist a client in an international arbitration taking place in the Dominican Republic.
Ability to present party employee witness testimony?	Not forbidden.
Ability to hold meetings and/or hearings outside of the seat?	Permitted, unless the parties agreed otherwise.
Availability of interest as a remedy?	Interest is available as an additional remedy under the legal system of the Dominican Republic. Law No. 183-02 dated 1 November 2002, repealed the order that established legal interest; however, the Civil Chamber of the Supreme Court of Justice decided that Law 183-02 does not govern nor limit the authority of judges to award interest as additional indemnity in damages claims. The Supreme Court of Justice further stated that in matters of civil liability, the victim has a right to receive full compensation for the damages suffered, appraised at the time of a definite decision. Awarding interest complies with this rule, given that it is a mechanism for indexation of the indemnity (SCJ, 17 September 2012). Indirect and punitive damages are not allowed under Dominican law.
Ability to claim for reasonable costs incurred for the arbitration?	Parties may claim reimbursement of costs incurred in arbitration proceedings. Upon the request of the parties, the arbitral tribunal

	may fix the costs of the arbitration in the award; these costs include the fees and expenses of the arbitrators, the costs for legal representation of the parties, fees and expenses of the arbitral institution and any such costs incurred in connection with the proceedings.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There is no express provision in the law prohibiting contingency fee arrangements or third-party funding for international arbitration claims.
Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.47

EGYPT, BY ZULFICAR & PARTNERS

Arbitration is the prominent mechanism for the settlement of investment and commercial disputes in Egypt. With the growing number of investors in the country and the parties to commercial transactions ultimate resort to arbitration, Egypt adopts, by the year, measures and reforms aimed at aligning itself with best practices in international arbitration. By enacting the Egyptian Arbitration Act No. 27 of 1994 (the "**Arbitration Act**"), Egypt took a colossal step towards supporting arbitration and becoming an arbitration friendly jurisdiction.

Key places of arbitration in the jurisdiction	Cairo.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	Arbitral awards are confidential by law and may not be published. However, confidentiality of the proceedings is compromised at the stages of eventual annulment or enforcement of awards.
Requirement to retain (local) counsel?	There is no requirement to retain local counsel in an international arbitration seated in Egypt.
Ability to present party employee witness testimony?	There is no legal restriction as to the submission of testimony by party employees except if one party is a public entity, and consequently its employee a public officer, in which case the party's approval is necessary by law.
Ability to hold meetings and/or hearings outside of the seat?	Hearings and meetings taking place during the arbitration may take place inside or outside of Egypt depending on the parties' agreement and the tribunal's power to assess convenience. Egyptian courts carefully and clearly distinguish "geographical venues" from "legal seats".
Availability of interest as a remedy?	Under the law, the arbitral tribunal has the ultimate power to decide on issues of compensation and interest. However, a legal cap of 7% interest rate exists as a public policy rule as characterized by Egyptian courts.
Ability to claim for reasonable costs incurred for the arbitration?	The parties are free to claim the costs they incurred during the arbitral proceedings to the extent that these costs are reasonable and justifiable in the arbitral tribunal's view.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Alternative fee arrangements and contingency fees are permissible under Egyptian law with a limit of a recoverable 20% from the outcome of the dispute. There are no restrictions as to third-party funding in arbitrations although Egyptian courts have not yet addressed this issue and no legislative policy or regulation exist to address this evolving practice.
Party to the New York Convention?	Egypt is a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and has

	neither made a commerciality nor a reciprocity reservation. Egyptian courts apply the provisions of the Convention for purposes of enforcement of awards rendered outside Egypt.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.36

ENGLAND & WALES, BY EVERSHEDS SUTHERLAND

Arbitration in England and Wales is subject to a sophisticated legal regime, supported by knowledgeable, efficient and commercially astute local courts, and practiced by experienced local practitioners.

Arbitral proceedings are governed by the English Arbitration Act 1996 (the "**1996 Act**") and are founded upon the principles of party autonomy, fairness and the non-intervention of the courts. English law recognises the confidentiality of arbitral proceedings, subject to limited exceptions.

The 1996 Act provides English courts with a wide range of powers exercisable in support of arbitral proceedings seated in England and Wales. English courts, which have a well-deserved reputation for fairness and impartiality, generally show deference to arbitral tribunals and proceedings and refrain from intervening, save in limited circumstances. English courts will enforce arbitral awards, both local awards rendered under the 1996 Act and foreign awards enforceable pursuant to the New York Convention 1958, again subject to very limited exceptions.

The 1996 Act confers wide powers on an arbitral tribunal, including as regards its powers to decide on matters relating to its jurisdiction, the conduct of arbitral proceedings, evidentiary and procedural matters and the remedies it may impose.

Key places of arbitration in the jurisdiction	London.
Civil law / Common law environment?	Common law.
Confidentiality of arbitrations?	The 1996 Act is silent on confidentiality, but English law recognises the confidentiality of arbitral proceedings subject to limited exceptions.
Requirement to retain (local) counsel?	There is no requirement to retain local counsel for arbitral proceedings, although local counsel (barristers or solicitor-advocates) must be retained to appear before the English courts for any court proceedings in support of arbitrations seated in England.[27]
Ability to present party employee witness testimony?	Not specifically, but tribunals have wide powers to decide on evidentiary matters, including the power to summon witnesses (both resident and non-resident in England and Wales) (section 34 of the 1996 Act).
Ability to hold meetings and/or hearings outside of the seat?	Yes, parties are free to decide on all procedural matters, including whether the meetings and/or hearings are to be held outside of the seat (section 34(2)(a) of the 1996 Act).
Availability of interest as a remedy?	Yes. Unless otherwise agreed by the parties, the 1996 Act confers a wide discretion on arbitral tribunals regarding interest (section 49 of the 1996 Act).
Ability to claim for reasonable costs incurred for the arbitration?	Yes. Unless the tribunal or the court determines otherwise, the successful party will be allowed to claim a "*reasonable amount in*

[27] The higher courts include the various divisions of the High Court, the Court of Appeal and the Supreme Court.

	respect of all costs reasonably incurred" (section 63(5)(a) of the 1996 Act). A pre-dispute agreement on the allocation of costs is unenforceable (section 60 of the 1996 Act).
Restrictions regarding contingency fee arrangements and/or third-party funding?	Conditional fee arrangements ("CFAs") and damages-based agreements ("DBAs") may be entered into under English law. Third party funding is also available.
Party to the New York Convention?	Yes.
Other key points to note	An unsuccessful party has the right to challenge an arbitral award to an English court for a "*serious irregularity*" affecting the award and causing it "*substantial injustice*", and, unless the parties agree otherwise, to appeal to a court on a point of English law determined in the arbitral award. However, the vast majority of such actions do not succeed and parties may agree to exclude the right to appeal on a point of law either expressly in their contract or waive it as a result of their choice of institutional rules.
WJP Civil Justice score (2017-2018)	0.81

FINLAND, BY CASTRÉN & SNELLMAN

Finland is an arbitration friendly jurisdiction. Finland has a long history of arbitration, and in commercial disputes between business entities, arbitration is the rule rather than the exception. A majority of the arbitrations in Finland are institutional. Finland is a party to, *inter alia*, the New York convention and the Washington convention on the settlement of investment disputes between States and nationals of other States.

Key places of arbitration in the jurisdiction	Helsinki.
Civil law / Common law environment?	Civil law jurisdiction.
Confidentiality of arbitrations?	Arbitrations are not public, but also not automatically confidential. Confidentiality requires an agreement between the parties. Institutional rules may also provide for confidentiality.
Requirement to retain (local) counsel?	There is no requirement to retain local counsel. In-house counsel may also be used.
Ability to present party employee witness testimony?	There are no limitations as to who can act as a witness. Thus, for example, employee witness testimony is allowed. However, special legislation may prevent certain people such as doctors, priests and attorneys from giving testimony about issues that are confidential.
Ability to hold meetings and/or hearings outside of the seat?	The Finnish Arbitration Act (967/1992, 'FAA') explicitly allows hearings to be held outside the seat. Meetings can also be held at any location without restrictions.
Availability of interest as a remedy?	Interest can and normally is awarded. The parties can agree on the interest rate.
Ability to claim for reasonable costs incurred for the arbitration?	Generally, the losing party bears the cost of the arbitration. However, an arbitral tribunal is free to apportion the costs between the parties in such a manner as it considers appropriate having regard to the circumstances of the case.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The most common fee arrangement for counsel is based on hourly rates, but a party and its counsel may also agree on contingency fees and other alternative fee arrangements.
Party to the New York Convention?	Yes
Other key points to note	None.
WJP Civil Justice score (2017-2018)	0.87

FRANCE, BY AUGUST DEBOUZY

French law is globally known to be one of the most arbitration-friendly in the world. Several important factors were brought together so that Paris can be perceived today as one of the safest and most convenient seats of arbitration. Nowadays, some of the most renowned arbitration practitioners in the world and arbitral institutions have set up offices in Paris.

France is one of the oldest homes of the civil law system. Most of the rules applicable to arbitration are set forth in the Code of Civil Procedure ("**CCP**"). The French arbitration law distinguishes between rules applicable to domestic and international arbitration even though some provisions are applicable to both by virtue of Article 1506 CCP. Pursuant to Article 1504 CCP, arbitration is considered to be "international" when the interests of international trade are at stake. The distinction is important, as rules applicable to international arbitration are more liberal.

Key places of arbitration in the jurisdiction	Paris holds a strong reputation as being the capital of international arbitration with the support of French arbitration law, which is well-known as one of, if not the most, arbitration-friendly in the world. As such, it is a home to leading arbitral institutions and prominent practitioners.
Civil law / Common law environment?	France is a civil law system, but many arbitrations seated in Paris are subject to foreign laws such as Swiss or English law. Arbitral practitioners, including arbitrators, are familiar with general common law concepts.
Confidentiality of arbitrations?	Domestic arbitration: pursuant to Article 1464 CCP, arbitration is confidential unless otherwise agreed upon by the parties. The scope of confidentiality is not defined but it is considered to extend to the names of the arbitrators, the arbitral institution, the legal counsel, and the seat. In addition, Article 1479 CCP provides that members of the arbitral tribunal must keep their deliberations secret. International arbitration: no French legal provision imposes an obligation of confidentiality on the parties. In order to secure confidentiality, parties can, *inter alia*, enter into a separate confidentiality agreement, provide for confidentiality in their arbitration agreement or choose an institution whose rules expressly state that the arbitral proceedings are confidential. The deliberations of the tribunal must be kept confidential as Article 1479 CCP also applies to international arbitration.
Requirement to retain (local) counsel?	There is no formal requirement to retain a local counsel for the arbitration itself. However, should the need arise to request a French judge to decide on certain arbitration-related issues (such as for instance the constitution of the arbitral tribunal or emergency injunctive relief), retaining a local counsel would be recommended.
Ability to present party employee witness testimony?	Pursuant to Article 1467 CCP applicable to domestic arbitration and extended to international arbitration, the arbitral tribunal may hear any person to provide testimony. Witnesses are

	generally not sworn in. The French Bar Council allows witness preparation in international arbitral procedures (Paris Bar Council Resolution, dated 26 February 2008). It is uncertain whether the same applies to domestic procedures. As a general rule, the subornation of perjury is a criminal offence under Article 434-15 of the French Criminal Code.
Ability to hold meetings and/or hearings outside of the seat?	Yes, unless otherwise provided by the parties.
Availability of interest as a remedy?	Arbitrators may award interest on any monetary claim, which will be added to the principal upon enforcement in France. Furthermore, pursuant to Article 1231-7 of the French Civil Code and established case law, interest at the French statutory rate will automatically apply and be added to the principal when the enforcement of an international award is sought in France, unless moratory interest has already been granted under the award.
Ability to claim for reasonable costs incurred for the arbitration?	There is no legal provision limiting the jurisdiction of the arbitral tribunal to render a decision on costs incurred in the arbitration (including counsel and expert's legal fees). As such, parties may claim before the arbitral tribunal for costs incurred in the scope of the arbitration.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There are no specific legal provisions governing third-party funding. However, the Paris Bar Council has recently adopted a resolution confirming that third-party funding is a positive development for access to justice and does not contravene French Law (Paris Bar Council Resolution, dated 21 February 2017). Disclosure of third-party funding is recommended but not compulsory. Under French law, contingency fee arrangements where the entirety of attorney's remuneration is dependent on the outcome of the case (*quota litis* pacts) are prohibited. However, the Paris Court of Appeal held that such "pure" success fee arrangements in international arbitration procedures are not contrary to the French definition of international public policy if the agreed fees are not manifestly excessive. The National Council of the French Bars recently published a status report reflecting on the evolution of the *quota litis* pact and the possible lifting of its prohibition (National Council of the French Bars Resolution, dated 6-7 October 2017).
Party to the New York Convention?	France signed the New York Convention on 25 November 1958. It was ratified on 26 June 1959 and it entered into force on 24 September 1959.
Other key points to note	(1) An arbitration agreement entered into by the parties to international arbitration is deemed to be valid; (2) Annulment of an arbitral award at the seat of the arbitration does not prevent the award from being enforced in France.
WJP Civil Justice score (2017-2018)	0.70

THE GAMBIA, BY FARAGE ANDREWS LAW PRACTICE

The Gambia is a generally arbitration friendly jurisdiction that has adopted pro-arbitration laws (most importantly the Alternative Dispute Resolution Act 2005 ("ADR Act 2005")), the spirit of which have been respected by its judiciary and administration. That said, as a consequence of the country's relatively small size, the jurisdiction does not benefit from of surfeit of arbitration related practice and precedent, meaning that arbitration in The Gambia may give rise to issues that are novel in the jurisdiction. Many of the cases thus far which required arbitration involved construction disputes between contractor and client or supply agreements between supplier and purchaser.

Key places of arbitration in the jurisdiction	Banjul.
Civil law / Common law environment?	Primarily a common law jurisdiction, although customary law and sharia law are applicable to issues of land, inheritance and family law in many circumstances.
Confidentiality of arbitrations?	Yes, subject to certain exceptions.
Requirement to retain (local) counsel?	No, parties may be represented by any person of their choice.
Ability to present party employee witness testimony?	Yes.
Ability to hold meetings and/or hearings outside of the seat?	Permitted unless the parties agree otherwise.
Availability of interest as a remedy?	Yes.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	None.
Party to the New York Convention?	No, but the ADR Act 2005 (ss. 52-53) provides for the recognition and enforcement of awards irrespective of the country in which they were made.
Other key points to note	Φ
WJP Civil Justice score (2017-2018)	Φ

GERMANY, BY CMS HASCHE SIGLE

Germany is an attractive option for domestic as well as international arbitration proceedings as it is known to provide an arbitration-friendly legal environment. The jurisprudence of German courts is consistent, and the German Civil Code of Procedure provides a functional and balanced arbitration law closely modelled on the UNCITRAL Model Law. The German Institute for Arbitration ("DIS") is a well-functioning arbitration institution with modern rules (including Supplementary Rules for Expedited Proceedings and for Corporate Law Disputes) and an increasing (international) caseload.

Key places of arbitration in the jurisdiction	Frankfurt, Düsseldorf, Hamburg and Munich. Berlin, as capital city, has the potential to become an important seat for international arbitrations.
Civil law / Common law environment?	Civil law; the German arbitration law is contained in the 10th book of the Civil Code of Procedure ("ZPO").
Confidentiality of arbitrations?	German arbitration law does not provide for express confidentiality obligations. Hearings are usually held in closed session and awards are not published.
Requirement to retain (local) counsel?	Common but no legal requirement.
Ability to present party employee witness testimony?	Parties may submit witness testimonies of their employees. It lies in the arbitral tribunal's discretion to weigh such evidence.
Ability to hold meetings and/or hearings outside of the seat?	Parties may choose to hold meetings at a different venue. Unless the parties have agreed on a specific venue, the tribunal has discretion to decide where to hold meetings.
Availability of interest as a remedy?	Interest is a matter of the applicable substantive law. Compounded interest applied under foreign law does not violate German public policy ("*ordre public*").
Ability to claim for reasonable costs incurred for the arbitration?	The arbitral tribunal has discretion in respect of the allocation of costs but must take into consideration the circumstances of the case.
Restrictions regarding contingency fee arrangements and/or third-party funding?	German lawyers ("*Rechtsanwälte*") may only enter into contingency fee agreements under very limited conditions. Third party funding is not codified in German arbitration law, but it is accepted and increasingly used.
Party to the New York Convention?	Yes, with reservations with regard to reciprocity, commercial disputes and retroactive application.
Other key points to note	Germany is a Member State since 1961.
WJP Civil Justice score (2017-2018)	Germany ranks 6th out of 113 countries with a score of 0.86.

GHANA, BY N. DOWUONA & COMPANY

Arbitration is quickly becoming the preferred method of settling disputes arising under commercial contracts in Ghana. The state's efforts to promote alternatives to litigation as the primary means of resolving disputes led to the repeal of the Arbitration Act, 1961 (Act 38) and its replacement with the Alternative Dispute Resolution Act, 2010 (Act 798) (the "**ADR Act**"). The ADR Act provides a modern framework which governs the commencement and conduct of arbitral proceedings as well as the enforcement of foreign and domestic arbitral awards in Ghana. Recognising the expediency of arbitration over litigation, several legislations in Ghana also encourage and/or require the settlement of disputes by arbitration as well other ADR methods. It must be noted that matters relating to national or public interest, the environment, the enforcement and interpretation of the Constitution, and any other matter that by law cannot be settled by an alternative dispute resolution method are all outside the scope of the ADR Act. The Ghana Arbitration Centre is the most widely-used arbitration centre in Ghana. Other centres include the Ghana Association of Certified Mediators and Arbitrators, the National Labour Commission and the Marian Dispute Resolution Centre. Ghana is a Common Law jurisdiction and it has incorporated into the ADR Act, the rules of the New York Convention, which it acceded to on 9th April 1968.

The ADR Act generally leaves the decision on most issues concerning the arbitral proceedings to the parties to determine and provides default rules that are applicable where the parties neglect or fail to agree on a matter. Under the ADR Act, unless otherwise agreed by the parties, the arbitration proceedings shall be private and arbitrators are required to keep the arbitration as well as the arbitral award confidential subject to the consent of the parties and the provisions of law. There is no requirement to retain local counsel but, unless the parties otherwise agree, a party may be represented by counsel or any other person chosen by the party. Parties are permitted to present employee witness testimony; however, before the hearing, a party is required to give the arbitrator and the other party personal particulars of the witnesses that the party intends calling and the substance of the testimony of each witness. The parties may also agree on the place where proceedings or hearings are to be held and in the absence of an agreement, the tribunal shall determine the venue for meetings or hearings, taking into account the convenience of the parties and circumstances of the case. The ADR Act makes provision for expedited arbitration proceedings under which parties may choose a fast track route to resolving their dispute.

The tribunal has the power to award interest as part of an arbitral award and may impose simple or compound interest at a rate determined by it in accordance with the terms of the contract and the applicable law. A party may claim and the tribunal may include reasonable expenses in any award it renders. Unless the parties agree otherwise, all expenses of the arbitration shall be paid for equally by the parties. There are no restrictions against contingency fee arrangements and/or third-party funding under the laws of Ghana.

Key places of arbitration in the jurisdiction	Accra
Civil law / Common law environment?	Common law.
Confidentiality of arbitrations?	Yes. Unless otherwise agreed by the parties or otherwise provided by law, arbitration proceedings and the arbitral award are confidential.
Requirement to retain (local) counsel?	None. A party may be represented by counsel or any other person, unless the parties agree otherwise.

Ability to present party employee witness testimony?	Yes. Parties are permitted to present employee witness testimony.
Ability to hold meetings and/or hearings outside of the seat?	Yes. The parties may agree to hold meetings or hearings outside the seat.
Availability of interest as a remedy?	Yes. The tribunal may grant a monetary award at simple or compound interest in accordance with the terms of the contract and the applicable law.
Ability to claim for reasonable costs incurred for the arbitration?	Yes. A party may claim and the tribunal may include reasonable expenses in the award against a party.
Restrictions regarding contingency fee arrangements and/or third-party funding?	None. Contingency fee arrangements and/or third-party funding are not restricted under the laws of Ghana.
Party to the New York Convention?	Yes. Ghana acceded to the New York Convention on April 9, 1968.
Other key points to note	• Non-arbitrable matters include matters relating to national or public interest, the environment, the enforcement and interpretation of the Constitution, and any other matter that by law cannot be settled by an alternative dispute resolution method. • The ADR Act makes provision for expedited arbitration proceedings under which parties may choose as a fast track to resolving their dispute.
WJP Civil Justice score (2017-2018)	0.59. Ghana is ranked 1 out of 18 in Sub-Saharan Africa and 43 out of 113 globally.

GUINEA, BY THIAM & ASSOCIÉS

The Republic of Guinea is a member of the Organization for the Harmonization of Business Law in Africa ("**OHADA**"). OHADA provides for a uniform system of business law directly applicable in its Member States through "Uniform Acts" (Uniform Acts are sets of material rules adopted to regulate a specific legal field (i.e., commercial contracts) which are designed to apply in all OHADA States once they have been adopted by the OHADA's Council of Ministers). There are currently ten Uniform Acts, all largely inspired by French law, covering matters such as corporate law, securities, bankruptcy and arbitration. The Uniform Act on Arbitration sets out the basic rules applicable to arbitrations having their seat in an OHADA Member State.

Parties seeking to arbitrate under OHADA may choose between ad hoc arbitration under the Uniform Act on arbitration, and institutional arbitration according to the Arbitration Rules of the Common Court of Justice and Arbitration ("**CCJA**"), located in Abidjan (Ivory Coast), which is the key place for arbitration hearings. CCJA also serves as OHADA supra-national court to enforce uniformity in judgements and recognition of process and can be seized as a last resort.

In addition, since August 17, 1998, the Republic of Guinea benefits from its own national arbitration institution, namely the Chamber of Arbitration of Republic of Guinea ("**CAG**"), located in Conakry.

Given that the Republic of Guinea is a member of OHADA, *ad hoc* arbitrations are governed by the Uniform Act on Arbitration. Until recently, all OHADA arbitrations were governed by the Uniform Act on Arbitration of March 11th, 1999 ("**Uniform Act on Arbitration**"). The Uniform Act on Arbitration is based on a combination of the UNCITRAL Model Law of June 1985, the French Code of Civil Procedure, and the Arbitration Rules of the International Chamber of Commerce of 1988. It was last amended on November 23rd, 2017 (the "**Revised Arbitration Act**"). The Revised Arbitration Act entered into force on March 15, 2018 and shall apply to all arbitrations commenced after that date.

Key places of arbitration in the jurisdiction	Conakry.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	There are no provisions prescribing confidentiality of arbitrations under Guinean law. Parties wishing their arbitrations to be confidential should therefore expressly so provide in their underlying agreement. This provision will bind the parties, counsels and arbitrators. Article 6 of the Guinean Arbitration Rules provides that the arbitration procedure is confidential. The confidentiality extends to any person participating to the procedure and the arbitral awards cannot be published without consent of all the parties to the arbitration procedure.
Requirement to retain (local) counsel?	There are no provisions relating to the choice of counsel concerning *ad hoc* arbitrations. Nor are there specific provisions in the CCJA Arbitration Rules. As a consequence, it is possible for the parties to retain outside counsel or to be self-represented. Article 19 of the Guinean Arbitration Rules provides that the parties can retain any counsel of their choice, subject to the communication of the names and addresses of said counsel(s) to the opposing party and to the Secretariat of the Chamber of

	Arbitration of Guinea. Given that there is no provision to the contrary, the parties may represent themselves.
Ability to present party employee witness testimony?	Article 21-4 of the Guinean Arbitration Rules provides that the arbitral tribunal can decide to hear witnesses, party-appointed experts, or any other person, in the presence or absence of the parties. Given this, it seems possible to produce party employee witness testimony.
Ability to hold meetings and/or hearings outside of the seat?	There are no provisions relating to this subject-matter, neither for for *ad hoc* arbitrations, nor in the Guinean Arbitration Rules. However, we understand that it may be possible to hold meetings outside the seat of arbitration, with the agreement of all parties to the arbitration procedure. Pursuant to Article 13 of the CCJA Arbitration Rules, an arbitrator acting under the CCJA Arbitration Rules may decide to hold meetings outside the seat of the arbitration, after consulting the parties.
Availability of interest as a remedy?	There is no specific provision relating to the awarding of interests as a remedy.
Ability to claim for reasonable costs incurred for the arbitration?	There is no specific provision relating to the allocation of costs.
Restrictions regarding contingency fee arrangements and/or third-party funding?	To the best of our knowledge, there are no restrictions in Guinea regarding contingency fee arrangements and/or third-party funding.
Party to the New York Convention?	Yes. The Republic of Guinea is party to the NY Convention following its ratification on 23 January 1991. The NY convention entered into force on 23 April 1991.
Other key points to note	
WJP Civil Justice score (2017-2018)	N.A.

ICELAND, BY LEX LAW

The Icelandic Arbitration Act ("IAA") entered into force in 1 January 1990. The Act's sources of inspiration was the arbitration law of neighbouring jurisdictions, *i.e.* the Norwegian, Danish and Swedish arbitration acts in force at the time as well as the original 1985 version of the UNCITRAL Model Law. Legal practitioners as well as users of arbitration have in recent years been calling for a comprehensive reform of the legal framework of arbitration in Iceland, this is corollary to the increased interest in arbitration as a dispute resolution mechanism in recent years. Thus, it is likely that a comprehensive legislative reform (based on the UNCITRAL Model Law) modernizing the legal framework for arbitration in Iceland is due in the near future.

Key places of arbitration in the jurisdiction	Reykjavik
Civil law / Common law environment?	Civil law
Confidentiality of arbitrations?	Not addressed in the IAA but there is an underlying assumption and expectation of confidentiality
Requirement to retain (local) counsel?	Not required
Ability to present party employee witness testimony?	Permitted
Ability to hold meetings and/or hearings outside of the seat?	Permitted, unless the parties agreed otherwise
Availability of interest as a remedy?	The IAA does not prescribe any principles on awarding interest. This matter is generally regarded as a part of substantive law.
Ability to claim for reasonable costs incurred for the arbitration?	According to IAA the Arbitral Tribunal has discretion to allocate the arbitration costs as it deems appropriate.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The IAA is silent on contingent fees, alternative fee arrangements and third-party funding. It should be noted that the Act on Professional Attorneys specifically permits contingent fees.
Party to the New York Convention?	Yes, since 2002.
Other key points to note	Comprehensive legislative reform modernizing the legal framework for arbitration in Iceland is expected in the near future.
WJP Civil Justice score (2017-2018)	ϕ

INDONESIA, BY KARIMSYAH

Key places of arbitration in the jurisdiction	Jakarta.
Civil law / Common law environment?	Indonesia's legal system is based on civil law, inherited from the Dutch, who ruled Indonesia until 1945. As in civil law jurisdictions, the courts do not strictly follow precedent, but rely primarily upon written codes and/or laws.
Confidentiality of arbitrations?	Although it is generally considered that arbitration should be confidential, the Arbitration Law does not expressly provide for a very high degree of confidentiality. It requires only that the hearings be closed to the public. Thus if the Parties wish to address the confidentiality of their arbitration with more clarity, or to provide for a higher degree of confidentiality, they should include relevant language in their agreement to arbitrate.
Requirement to retain (local) counsel?	There is no requirement to engage local counsel, although if the matter is governed by Indonesian law it would be advisable to do so.
Ability to present party employee witness testimony?	The general rule under Indonesian law is that an employee or family member of a party is not considered as a 'witness' but as part of such party. This does not prevent any such person from appearing as a witness in arbitration, but the relationship will be taken into consideration by the tribunal in evaluating the veracity of the testimony.
Ability to hold meetings and/or hearings outside of the seat?	ϕ
Availability of interest as a remedy?	Interest on a debt may be awarded only if the parties have agreed for interest to apply to an unpaid indebtedness. There is no such prohibition against imposing interest on late or unsatisfied awards.
Ability to claim for reasonable costs incurred for the arbitration?	Generally, the costs of an arbitration proceeding in Indonesia shall be borne by the losing party, but the award may rule otherwise. The parties' legal costs, however, can only be shifted if the Parties have so agreed in their agreement to arbitrate or otherwise.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Contingency fees and third-party funding are generally not utilised in Indonesia, but there is no prohibition against either.
Party to the New York Convention?	Indonesia has been a party to the New York Convention since 1981. There is only one Arbitration Law and its procedures that apply to all arbitrations held in Indonesia, all of which are defined as

	"domestic" regardless of nationality of the parties or other factors. With respect to foreign-rendered awards, i.e. awards made outside Indonesia, only the enforcement provisions of the Arbitration Law are applicable. These differ in some respect from those mentioned in the UNCITRAL Model Law, as well as the New York Convention Enforcement differs slightly between domestic and international awards, specifically the court to which one applies and the time limit to register the award, a prerequisite for enforceability (there is no time limit for international awards). Note that registration of foreign-rendered awards requires a certificate from the Indonesian diplomatic mission in the place of arbitration to the effect that that state and Indonesia are both signatories to the New York Convention.
Other key points to note	Under the Arbitration Law, anyone over 35 with over 15 years of experience in their field, and not a court or government official, may act as arbitrator. Arbitration in Indonesia is regulated by Law No. 30 of 1999 (the "Arbitration Law"). The Arbitration Law deals with matters such as the requirements for an arbitration agreement, qualification of arbitrators and also contains skeleton rules in case the parties have not designated others. It is not based on the UNCITRAL Model Law but has many similarities with it. Where Parties have agreed in writing to arbitrate their disputes, the Indonesian courts have no jurisdiction over such disputes. The only involvement of the courts is with the annulment and/or enforcement of final and binding awards, and the appointment of arbitrators, in cases where no other appointing authority has been designated by the parties or in rules chosen by the parties. Although the Arbitration Law gives arbitral tribunals the power to issue interlocutory or interim relief, such relief will not be enforced by the courts. The Arbitration Law provides that the Parties are free to hold their arbitration pursuant to whatever procedural rules or under whatever arbitral institution they may agree. Failing agreement, the Arbitration Law includes some procedural rules of its own. The Parties may choose *ad hoc* arbitration, the most common rules for which are the UNCITRAL Rules, or they may opt to have it administered by an arbitral institution (locally or elsewhere). They are also free to hold hearings or meetings wherever they may mutually agree. If the parties have not agreed upon a different language, the arbitral proceedings and hearings will be conducted in Indonesian.
WJP Civil Justice score (2017-2018)	0.52

IRAN, BY GHEIDI & ASSOCIATES

Arbitration laws were included as part of the Iranian Civil Procedure Law ("**CPL**") up until 1997, when arbitration was further codified under the Law on International Commercial Arbitration ("**LICA**"). The LICA and the CPL (last modified in 2001) are the latest applicable laws governing international commercial disputes and local disputes respectively. Chapter 7 of the CPL deals with arbitration. The provisions of this chapter are applicable only to arbitration where both parties to the dispute have Iranian nationality.

In 1997, in order to harmonize and facilitate the provision of arbitration with international practice, the Iranian Parliament passed the LICA, which is largely based on the UNCITRAL Model Law. According to Article 1(B) of the LICA, "*International arbitration is the case where one of the parties, at the time of conclusion of the arbitration agreement, is not a national of Iran under the Iranian laws*." The LICA applies to arbitration in international commercial relationships including, *inter alia*, sale of goods and services, transportation, insurance, financial matters, consulting, investment, technical cooperation, representation, factoring or similar activities as per Article 2(1).[28] In practice, accepted principles and procedures of international arbitration are recognized and applied by arbitral tribunals seated in Iran. For example, although confidentiality of arbitration is not held as a requirement under the LICA, it is an accepted principle applied within arbitration proceedings.

In the years following the enactment of the LICA, Iran ratified the United Nations Convention on Recognition and Enforcement of Foreign Arbitral Awards (the "**New York Convention**") in 2001, taking a noteworthy further step towards enhancing the climate for foreign investment in Iran. The accession to the New York Convention has paved the way for the referral of disputes by foreign investors to international arbitration outside of Iran; foreign arbitral awards are recognized and may be enforced in Iran, provided that there is no ground for annulment or refusal in accordance with Article V of the New York Convention.[29]

As per the reservation rights provided under the New York Convention, Iran applies the Convention only to commercial disputes, whether contractual or non-contractual, and to awards issued in other contracting states on the basis of reciprocity. It is also worth noting that when public and state properties are involved, there are fundamental challenges to arbitrability. In particular, Article 139 of the Iranian Constitutional Law mandates as follows: "*The settlement of claims relating to public and state property or the referral thereof to arbitration is in every case contingent on the approval of the Board of Ministers, and the Parliament must be informed of these matters. In cases where one party to the dispute is a foreigner, as well as in important domestic cases, the approval of the Parliament must also be obtained. Law will specify the cases which are considered to be important*." In line with Article 139 of the Constitutional Law, the CPL also establishes exactly the same restriction in terms of arbitrability. Therefore, legal scholars and professionals have endeavoured to limit the applicability of this provision, as it may discourage foreign investors seeking to refer their disputes to arbitration rather than Iranian domestic courts.[30]

The adoption of a Comprehensive Arbitration Law is currently on the agenda of the Iranian Parliament. The Arbitration Center of the Iran Chambers ("**ACIC**") was tasked by the Judiciary with drafting this law, which is intended to replace current regulations on arbitration and provide a comprehensive package of laws thereon. The ACIC was established on 3 February 2002, pursuant to the approval of the " Law on Articles of Association of ACIC" by the Iranian Parliament. Although ACIC is organized as an affiliate to the Iran Chamber of Commerce, it has an independent legal personality. It is the first Iranian independent arbitration institution established for the purpose of settlement of both domestic and international disputes through arbitration

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28 Available at: https://efilablog.org/2016/12/08/arbitration-in-iran-with-focus-on-international-commercial-arbitration/.

29 Available at: https://efilablog.org/2016/12/08/arbitration-in-iran-with-focus-on-international-commercial-arbitration/.

30 Available at: https://efilablog.org/2017/04/11/arbitration-in-iran-with-focus-on-international-commercial-arbitration-2/.

or conciliation.[31] Besides ACIC, the other major and active arbitration institution in Iran is the Tehran Regional Arbitration Center ("**TRAC**"). It is an independent international organization established under the auspices of the Asian-African Legal Consultative Organization ("**AALCO**"), pursuant to the Agreement signed on 3 May 1997 between the Islamic Republic of Iran and AALCO. TRAC enjoys the privileges and immunities applicable to international organizations. The TRAC Rules of Arbitration are essentially based on the UNCITRAL Rules of Arbitration.[32]

Key places of arbitration in the jurisdiction	Tehran.
Civil law / Common law environment?	The Iranian legal system is now based on Sharia, which is integrated into a civil law system.
Confidentiality of arbitrations?	Confidentiality is not explicitly indicated in the laws, however it is recognized and applied as an accepted principle in practice.
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	Yes, in accordance with Articles 19 and 20 of the LICA, the parties may agree on the rules of procedure, including presentation of party employee witness testimony. Failing such agreement, the arbitrator shall conduct the procedure in an appropriate manner. Relevance, materiality and weight of evidence offered are at the arbitrator's discretion.
Ability to hold meetings and/or hearings outside of the seat?	Yes. In accordance with Article 20 of the LICA, arbitration may take place at a venue mutually agreed to by the parties; failing such agreement, the venue of arbitration shall be determined by the arbitrator with due consideration given to the circumstances of the case and to the accessibility for the parties.
Availability of interest as a remedy?	Yes.
Ability to claim for reasonable costs incurred for the arbitration?	Yes, in practice, it is possible to claim reasonable costs sustained in the course of the arbitration proceedings.
Restrictions regarding contingency fee arrangements and/or third-party funding?	No.
Party to the New York Convention?	Yes.
Other key points to note	The LICA does not contain any provisions on criminal liability of arbitrators or experts. However, under the Iranian Penal Code, criminal liability has been defined for arbitrators and experts in the event of bribery or breach of confidentiality. In case one of the parties requests the annulment of the arbitral award from the court and the other party demands its recognition

31 See http://arbitration.ir/En/Home/index.

32 Available at: http://www.trac.ir/Staticpages/ShowPage.aspx?staticpageID=6.

	or enforcement, the court shall provide that the party demanding nullification pay the eventual damages, if so requested by the party demanding recognition or enforcement (Article 35 of the LICA). Moreover, based on Article 6 of the Law concerning the Accession of Iran to the New York Convention, an application for the setting aside or suspension of the award must be made before a competent authority. The authority may, if it considers it proper, adjourn the decision on the enforcement of the award and may also, on the application of the party claiming enforcement of the award, order the other party to give suitable security.
WJP Civil Justice score (2017-2018)	0.48

ITALY, BY CASTALDIPARTNERS

Italian arbitration law is a so-called "monistic" system, whereby the same set of rules applies to both domestic and international arbitrations. Most provisions governing arbitration are contained in the Code of Civil Procedure. In 2006, the arbitration law was entirely revamped to better reflect the principles of the UNCITRAL Model Law.

Ever since, the legislator has continued to make efforts to favour the recourse to arbitration. For example, tailored rules for arbitration in specific sectors have been adopted, such as the rules for arbitration concerning public contracts or arbitrations founded on arbitral clauses contained in companies' bylaws. In addition, in 2014, the legislator has introduced the possibility to "migrate" from court proceedings to arbitral proceedings.

Overall, Italy can thus be considered as offering an arbitration-friendly environment.

Key places of arbitration in the jurisdiction	Milan, Rome.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	Not explicitly provided.
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	Parties are free to determine their own rules on taking of evidence.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	Yes.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The Code of Ethics of the Italian National Bar Association prevents lawyers from applying contingency fees only. However, lawyers are allowed to calculate part of their fees on the value of the compensation awarded. Third-party funding is reserved to entities meeting certain legal requirements (such as banks or financial institutions).
Party to the New York Convention?	Yes. Italy has been party to the New York Convention since 1969 with no reserves.
Other key points to note	Arbitrators are deprived of any power to issue interim measures, except where otherwise provided by the law.
WJP Civil Justice score (2017-2018)	0.65

JAPAN, BY MORI, HAMADA & MATSUMOTO

Japan is an arbitration friendly jurisdiction. Japanese arbitration law is currently regulated by the Arbitration Act (Act No. 138 of 2003), which is based on the 1985 UNCITRAL Model Law, with some additions as specified further below. The main commercial arbitration institution in Japan is the Japan Commercial Arbitration Association ("JCAA"), which has offices in Tokyo and Osaka.

Key places of arbitration in the jurisdiction	Tokyo and Osaka.
Civil law / Common law environment?	Japan is a Civil law environment.
Confidentiality of arbitrations?	The Japanese Arbitration Act (the "**Act**") does not provide any specific stipulations in relation to the confidentiality of arbitrations. However, based on the mutual agreement between the parties or the rules of the arbitration institutions involved in the cases, most of the arbitration cases in Japan are held in private, and all records shall be closed to the public. The arbitrators, the arbitration institutions, the parties, their counsel and assistants, and other persons involved in the arbitral proceedings shall usually be subject to confidentiality obligations.
Requirement to retain (local) counsel?	Parties to an arbitration can retain counsel or be self-represented. In relation to the qualification of counsel, under certain conditions a registered foreign lawyer may represent the parties in arbitration proceedings in Japan (in addition to Japanese qualified lawyers) (Article 5-3 of the Act on Special Measures concerning the Handling of Legal Services by Foreign Lawyers).
Ability to present party employee witness testimony?	It is permissible to present a party employee as a witness in arbitration proceedings and to provide oral testimony.
Ability to hold meetings and/or hearings outside of the seat?	There is no restriction on the ability to hold meetings and/or hearings outside the seat.
Availability of interest as a remedy?	There is no provision in the Act as to whether or not the parties are entitled to recover interest. This issue is usually resolved in accordance with the substantive rules or law, which are applicable to the subject matter of the arbitration.
Ability to claim for reasonable costs incurred for the arbitration?	The costs of the arbitration, including the administrative fee, the arbitrator(s)' remuneration and expenses, and other reasonable expenses incurred with respect to the arbitral proceedings, and the Parties' legal fees, may be allocated by the tribunal between the parties.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There is no restriction on a party's ability to enter into contingency fee arrangements and/or third-party funding arrangements.

Party to the New York Convention?	Japan has been a party to the New York Convention since June 20, 1961.
Other key points to note	In Japan, court proceedings are still more common in comparison to arbitration proceedings, partially because of high respects for and reliance on Japanese courts and judges, and relatively cheaper costs for court proceedings. However, the number of arbitrations is gradually increasing.
WJP Civil Justice score (2017-2018)	0.79

LATVIA, BY LAW OFFICE OF INGA KAČEVSKA

There are 69 registered arbitral institutions in Latvia.[33] Until the adoption of the new Arbitration Law in 2015 (the "**Arbitration Law**"),[34] the number of arbitral institutions was above 200. Thus, the trust towards arbitration was not, and still is not very high. Notably, Latvia has not adopted the UNCITRAL Model Law, there are no setting aside procedures nor any type of assistance from the courts during the arbitration proceeding. The Arbitration Law applies to both domestic and international arbitration.

Latvia is a party to the European Convention on International Commercial Arbitration and to the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards (the "**New York Convention**").

Key places of arbitration in the jurisdiction	Riga.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	The arbitral procedure is confidential. However, if a party applies for the compulsory execution of the arbitral award before State courts, the matter becomes public.
Requirement to retain (local) counsel?	Natural persons may either choose to be represent themselves, or they may choose to be represented by an attorney at law or any authorized representative. Legal entities may choose to be self-representing through its official representative acting within the scope of his/her authorization, or by any authorized representative of the legal entity (including foreigners). Any natural person may act as an authorized representative, except for persons who (i) have not attained the age of legal majority; (ii) are under trusteeship; (iii) have been deprived of the right to conduct the matters of other persons; (iv) are in a relationship of kinship up to the third degree, or in a relationship of affinity up to the second degree with one of the arbitrators; (v) have provided legal assistance to the opposing party in this matter or in another related matter; (vi) have participated in mediation in this matter or in another related matter.
Ability to present party employee witness testimony?	Traditionally, parties are not allowed to present witness testimony in the course of arbitration proceedings. This is due to the fact that arbitral tribunals are not legally entitled to take the oath of witnesses – such right belongs exclusively to State court judges. Therefore, in practice, the person who testifies will formally do so as a representative of the party, and not as a witness.
Ability to hold meetings and/or hearings outside of the seat?	If the parties have not agreed otherwise, the tribunal has the right to freely determine the seat of arbitration, taking into account considerations such as efficiency.

33 See: Register of Arbitral Institutions at Register of Enterprises (in Latvian): http://www.ur.gov.lv/skirejtiesas.html.

34 Šķīrējtiesu likums [Arbitration Law], OP No. 2014/194.1 (in English): http://vvc.gov.lv/export/sites/default/docs/LRTA/Likumi/Arbitration_Law.pdf.

Availability of interest as a remedy?	The tribunal may grant interest to the winning party for the period prior to the execution of the award, at the rate of 6% per year.
Ability to claim for reasonable costs incurred for the arbitration?	The costs for arbitration are determined by the rules of each arbitral institution. However, the arbitral tribunal shall have the right to determine the costs for arbitration taking into account the amount claimed, the complexity of the dispute, the provisions of the arbitration agreement and other significant circumstances.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There are no restrictions regarding third party funding but in practice, the use of third party founding is not very common yet in Latvia.
Party to the New York Convention?	Yes, the New York Convention is applied directly as the Civil Procedure Law,[35] which only prescribes technical provisions for the submission of the application to recognize and enforce the arbitral award.
Other key points to note	The new Arbitration Law introduced very specific rules concerning arbitral institutions and arbitrators. Every permanent arbitral institution shall be registered with the Enterprise Register and shall satisfy several requirements: (i) it must have separate premises suitable for the operation of a court of arbitration; (ii) it must have the necessary personnel; (iii) it must have a website; (iv) it must have a closed list of arbitrators, including the names of at least 10 arbitrators. Arbitrators shall be trained lawyers, with a good reputation and at least three years of practical legal work experience. In order to verify that an arbitrator's qualifications are in conformity with the requirements of the law, the documents confirming such qualifications must be submitted to the Enterprise Register by the arbitral institution. One arbitrator cannot be included in more than three lists of arbitral institutions. In practice, this creates several issues. First, parties cannot appoint non-lawyers as arbitrators. Second, parties may only appoint arbitrators that are included in the lists of arbitral institutions. Third, due to the small number of arbitrators on the lists of arbitral institution, there is a high risk of conflict of interests among arbitrators and counsels. The Arbitration Law does not forbid the parties to agree on ad hoc arbitration. However, given that law is not favourable to *ad hoc* arbitration, it would not be recommended. For example, the signature of arbitrators on an *ad hoc* arbitral award must be approved by a notary public. Most importantly, a party cannot request the domestic court to issue the writ of execution of the *ad hoc* award, as the law only provides for compulsory execution of institutional awards.
WJP Civil Justice score (2017-2018)	ϕ

[35] Civilprocesa likums [Civil Procedure Law] (in English): http://vvc.gov.lv/image/catalog/dokumenti/Civil%20Procedure%20Law.docx.

LEBANON, BY OBEID LAW FIRM

Lebanon is an arbitration-friendly jurisdiction. Its arbitration legislation reflects contemporary practice and embraces well-established principles of international arbitration. In addition, the Lebanese judiciary is generally supportive of the arbitral process and respectful of the parties' choice of arbitration as their method for settlement of disputes.

Key places of arbitration in the jurisdiction	Beirut
Civil law / Common law environment?	Civil law. The civil legal tradition was inherited from the French during their mandate over Syria and Lebanon between 1920 and 1943.
Confidentiality of arbitrations?	Under Lebanese law, there are no provisions dealing with the confidentiality of arbitral proceedings per se. However, in practice, arbitral proceedings are treated as confidential as long as the parties agree to specific confidentiality obligations and no legal proceedings before the local courts are filed (requests for the assistance of the judge of summary proceedings, recourse for annulment of the award, etc.).
Requirement to retain (local) counsel?	There are no restrictions as to the nationality of persons who could act as counsel or arbitrators in international arbitrations seated in Lebanon.
Ability to present party employee witness testimony?	Employee witness testimony is not admissible in domestic arbitrations unless agreed otherwise by the parties. Save where specified otherwise in the applicable procedural rules, arbitral tribunals in international arbitrations seated in Lebanon have the discretion to call a party employee for inquiry and clarification purposes.
Ability to hold meetings and/or hearings outside of the seat?	When a city in Lebanon is selected as the seat of an arbitration, it is permissible to conduct hearings and procedural meetings elsewhere.
Availability of interest as a remedy?	In Lebanon, interest can be applied to the principal claim as well as to costs. The legal interest rate is 9 percent in civil and commercial matters (irrespective of the prevailing interest rate) unless agreed otherwise by the parties. In commercial matters, the parties can freely determine the interest rate in their agreement.
Ability to claim for reasonable costs incurred for the arbitration?	The parties to an arbitration seated in Lebanon can recover legal fees paid and other reasonable costs incurred for the purposes of the arbitration. The arbitral tribunal has discretion to decide whether it will apply the "loser pays" rule.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Lebanese law does not expressly regulate or forbid contingency fee arrangements or third-party funding.

Party to the New York Convention?	Lebanon is a party to the New York Convention, which entered into force in Lebanon on 9 November 1998. Lebanon has made a reciprocity reservation under the Convention, declaring that it will apply the Convention on a reciprocal basis to the recognition and enforcement of awards made only in the territory of another contracting state.
Other key points to note	Lebanon ratified the Convention on the Settlement of Investment Disputes between States and Nationals of Other States ("**ICSID Convention**") and the Arab Convention on Commercial Arbitration
WJP Civil Justice score (2017-2018)	0.47

LITHUANIA, BY ELLEX VALIUNAS

Lithuania has one the most progressive arbitration laws in the region. The law is based on the UNCITRAL Model Law, including the 2006 amendments, and is consistent with pro-arbitration case law on the recognition and enforcement of arbitral awards and set-aside of awards. Lithuanian courts refuse to recognise awards and set aside awards only in very exceptional cases and tend to follow best international practices related to the interpretation and application of the New York Convention and the UNCITRAL Model Law. The latest amendments to the Lithuanian Law on Commercial Arbitration ("Arbitration Law") came into force in July 2017 and help demonstrate that Lithuania constantly aims to improve its arbitration-related legislation. For example, the Arbitration Law now provides that documents produced in arbitration-related proceedings before the State courts shall remain confidential (the law provides that arbitration is confidential). In addition, the Arbitration Law provides a 90-day limitation for the Court of Appeal of Lithuania to hear a set-aside application (ruling of the Court of Appeal is, however, subject to further appeal before the Supreme Court of the Republic of Lithuania). In addition to its progressive arbitration law, Lithuania and its capital city, Vilnius, have an easy access to by a number of international airlines connecting it to major European airport hubs, offering a number of other advantages for a seat of arbitration: free access from all EU and EFTA countries (Lithuania is a Schengen country), a number of business class hotels offering modern hearing facilities, high safety level (Lithuania ranks 16 in the global Doing Business ranking of the World Bank in 2018) and multi-lingual (English, Russian, French, Polish, German, etc.) arbitration practitioners with vast experience in both international investment and commercial arbitration. Expertise of Lithuanian practitioners is represented by the fact that not only leading Lithuanian professionals in this field are included in the lists of recommended arbitrators by major arbitration institutions (including ICSID) and are often appointed by the parties and global arbitral institutions (including ICC) as arbitrators and / or experts in international proceedings (even having no relation to Lithuania at all), Lithuania has its own representatives in major arbitration institutions (including ICC Court and PCA Court).

Key places of arbitration in the jurisdiction	Vilnius.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	Confidential by law, but advisable to agree separately.
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	Yes.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	Yes.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	According to very limited regulations, conditional fee arrangements are permitted. There is no regulation regarding third-party funding.

Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	ϕ

LUXEMBOURG, BY LUTGEN + ASSOCIÉS

Several legal, historical and cultural advantages make the Grand-Duchy of Luxembourg a safe and stable seat for conducting arbitration proceedings. A first-class European business centre and home to the worlds' leading financial and banking institutions, Luxembourg enjoys a high degree of political and regulatory stability.

Located in the heart of Europe, Luxembourg is naturally and historically an arbitration-friendly venue. Given that legal professionals and judges are trained in France, Belgium and, to a lesser extent, Germany, the pro-arbitration law and politics of these neighbouring jurisdictions often influence the arbitration scholarship and case law in Luxembourg. Moreover, multicultural and multilingual local practitioners regularly confront and are comfortable with dealing and solving intricate issues of comparative and private international law.

Key places of arbitration in the jurisdiction	Luxembourg City is the main centre for business and arbitration in the Grand Duchy. The Chamber of Commerce of the Grand-Duchy of Luxembourg established its own Arbitration Centre in 1987 under the patronage of the International Chamber of Commerce (ICC). The Arbitration Centre conducts proceedings under its own arbitration rules.[36] Additionally, the Arbitration Centre may conduct proceedings under the ICC Rules of Arbitration.
Civil law / Common law environment?	Luxembourg is a civil law country. French and Belgian law and case law have a persuasive value in courts and are taken into account by the legislator during the law-making process. Rules governing arbitration are codified in the New Code of Civil Procedure ("NCPC"), under Part II, Book III, Title I "On Arbitration", Articles 1224 to 1251.
Confidentiality of arbitrations?	Absent specific provisions and case law on confidentiality, scholars consider that parties may provide for confidentiality in the arbitration agreement. Arbitrator confidentiality falls under criminal law rules on professional secrecy (see section 4.5.1 below).
Requirement to retain (local) counsel?	There is no requirement to retain local counsel in proceedings before an arbitral tribunal.
Ability to present party employee witness testimony?	For the conduct of arbitration proceedings, the NCPC (Article 1230) defers to the rules of civil procedure applied before Luxembourg courts. Courts consider that arbitrators do not have to apply these rules strictly, provided that general principles of civil procedure are upheld (*i.e.* principe du contradictoire, see section 4.5 below). Given that courts often rely on employee testimonies, arbitrators may assume a similar approach.
Ability to hold meetings and/or hearings outside of the seat?	Absent specific rules on the matter, commentators consider that parties may dissociate the legal seat from the place where the hearings have been materially held (see section 4.5.3 below).

[36] Accessible on the chamber's website at: http://www.cc.lu/services/avis-legislation/centre-darbitrage.

Availability of interest as a remedy?	Availability of interest as a remedy would depend on the applicable law. Interest is available as a remedy under Luxembourg law, if applicable.
Ability to claim for reasonable costs incurred for the arbitration?	Nothing precludes arbitrators from awarding reasonable costs. Under recent Luxembourg case law legal fees may be recovered as part of the loss suffered.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There are no restrictions regarding contingency fee arrangements and/or third-party funding.
Party to the New York Convention?	Party to the New York Convention since 1983.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	ϕ

MALTA, BY CAMILLERI PREZIOSI

Historically, Malta has always been considered a civil law jurisdiction with the main civil, commercial and criminal laws having been based and structured around the continental European system. However, 160 years of British rule have influenced an increasing number of laws particularly in the administrative, financial, fiscal and corporate law fields, which are largely influenced by the common law system. This has led to the general body of Maltese Law resulting in a mixed or 'hybrid' system influenced by both common law and civil law.

Key places of arbitration in the jurisdiction	Valetta.
Civil law / Common law environment?	Mixed system.
Confidentiality of arbitrations?	Yes, for domestic arbitrations; not specified for international arbitrations
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	Yes.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	Yes, but compound interest is not permitted.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Not allowed.
Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	ϕ

MAURITIUS, BY PEEROO CHAMBERS

Mauritius is a stable, accessible, reliable, efficient and neutral arbitration seat. It is a welcoming and inclusive bilingual place which benefits from both civil law and common law legal cultures and which possesses all infrastructural and logistical requirements for the efficient conduct of arbitral proceedings.

While it has a separate domestic arbitration regime, its international arbitration law, set forth in the International Arbitration Act 2008, is based on the UNCITRAL Model Law, which is widely acknowledged as representing the best standards in the field worldwide. In addition, its law contains provisions which further enhance arbitral autonomy, confidentiality in appropriate cases, and above all, neutrality.

Local courts have a reduced role in relation to international arbitration proceedings. Only in very exceptional cases will the courts verify arbitration clauses before or during arbitration proceedings, thus avoiding parallel proceedings. Arbitrator appointments or challenges are decided upon by the Permanent Court of Arbitration of The Hague. Interim measures must normally be requested from arbitrators directly and the courts will order such measures strictly in support of arbitral proceedings. Any case relating to an international arbitration that is put to a local court is heard expeditiously by a panel of three specialised judges and parties have a direct right of appeal to the Judicial Committee of the Privy Council (UK).

Key places of arbitration in the jurisdiction	Port Louis.
Civil law / Common law environment?	Mauritius has a combination of both common law and civil law so that lawyers from both jurisdictions will be at least familiar with its legal system.
Confidentiality of arbitrations?	Confidentiality clauses will be upheld and arbitration-related cases before domestic courts may be heard in private.
Requirement to retain (local) counsel?	Parties are free to choose foreign or non-legal counsel for arbitration proceedings.
Ability to present party employee witness testimony?	Party employee witness testimony is not prohibited.
Ability to hold meetings and/or hearings outside of the seat?	Hearings and meetings may be held outside the seat as the arbitral tribunal considers appropriate.
Availability of interest as a remedy?	Interest may be awarded.
Ability to claim for reasonable costs incurred for the arbitration?	Reasonable costs incurred for the arbitration may be claimed.
Restrictions regarding contingency fee arrangements and/or third-party funding?	No restrictions exist on contingency fee arrangements and/or third-party funding.
Party to the New York Convention?	Yes.
Other key points to note	Awards in French and English do not have to be translated in order to be enforced.
WJP Civil Justice score (2017-2018)	ϕ

THE NETHERLANDS, BY KENNEDY VAN DER LAAN

The Netherlands have been always at the heart of international trade. With its location and infrastructure (including English as a working language), The Netherlands have also become a hub for financial services. This has led to a thriving cross-border industry 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. With its highly-specialized and internationally-trained lawyers, the Dutch legal profession manages to deliver high-quality work at competitive rates.

Key places of arbitration in the jurisdiction	Amsterdam, The Hague and Rotterdam.
Civil law / Common law environment?	Civil law
Confidentiality of arbitrations?	While there are no Dutch statutory rules regarding confidentiality, it is generally assumed - and confirmed in legislative history - that arbitration proceedings are, as a rule, confidential.
Requirement to retain (local) counsel?	There is no requirement to retain local legal counsel in arbitrations. Parties can represent themselves or have themselves represented by an attorney or other representative.
Ability to present party employee witness testimony?	No restrictions apply with respect to the possibility to present party employee witness testimonies.
Ability to hold meetings and/or hearings outside of the seat?	Meetings and/or hearings can be held outside of the seat of arbitration.
Availability of interest as a remedy?	Φ
Ability to claim for reasonable costs incurred for the arbitration?	While the DAA does not contain rules with respect to the allocation of arbitration costs, this is typically addressed in the arbitration rules (*e.g.*, the rules of the Dutch arbitration institute provide that the losing party will be ordered to pay legal fees in full as long as they are reasonable and were necessary).
Restrictions regarding contingency fee arrangements and/or third-party funding?	Dutch law does not restrict the use of contingency or alternative fee arrangements. However, restrictions apply with respect to 'no cure no pay' arrangements to attorneys who are admitted to the Dutch Bar. There are no prohibitions on the use of third-party funding.
Party to the New York Convention?	Φ
Other key points to note	Annulment is only possible based on a narrowly defined and exhaustive list of annulment grounds (art. 1065 DCCP).
WJP Civil Justice score (2017-2018)	0.85

NIGERIA, BY BRODERIK BOZIMO

Nigerian arbitration law is embodied both in common law (case law) and statute. Three statutory instruments regulate commercial arbitration in Nigeria: The Arbitration and Conciliation Act (the "ACA"),[37] the Lagos State Arbitration Law 2009,[38] and the 1914 Arbitration Law,[39] which is applicable in the other thirty-five States of the Federation.

Key places of arbitration in the jurisdiction	The key places of arbitration within Nigeria are Lagos State and Abuja, the Federal Capital Territory.
Civil law / Common law environment?	Common law.
Confidentiality of arbitrations?	Under Nigerian law, it is an implied term of the arbitration agreement that the arbitral proceedings are private and confidential and, therefore, subject to privilege.
Requirement to retain (local) counsel?	Parties may choose to retain counsel in arbitral proceedings. Where the arbitration rules in the first schedule to the ACA apply, this has been interpreted to mean counsel qualified to practice in Nigeria. Parties may circumvent these rules in international arbitration.
Ability to present party employee witness testimony?	There are no restrictions as to the presentation of witness testimony. The ACA allows the arbitrators to determine the admissibility, relevance, materiality and weight of any evidence placed before it.
Ability to hold meetings and/or hearings outside of the seat?	Unless the parties agree otherwise, the tribunal may meet at any place it considers appropriate.
Availability of interest as a remedy?	Interest may be awarded based on the parties' agreement.
Ability to claim for reasonable costs incurred for the arbitration?	Parties may claim reasonable costs incurred for the arbitration.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Funding agreements that include the provision of funding an arbitration in return for a proportion of any recoveries are potentially, although not necessarily, champertous.
Party to the New York Convention?	Nigeria is a party to the New York Convention.
Other key points to note	A comprehensive Bill to repeal and re-enact the ACA is awaiting third reading at the Senate of the Federal Republic of Nigeria.
WJP Civil Justice score (2017-2018)	0.44

37 Enacted in 1988 and republished as Cap. A18, Laws of the Federation of Nigeria, 2004. The ACA governs international and inter-state commercial arbitration.

38 Lagos State Arbitration Law No. 18 of 2009. The Law governs arbitration where all elements arise within Lagos State, unless the parties agree otherwise.

39 The 1914 Law is modelled on the English Arbitration Act of 1889 and governs commercial arbitration where all elements arise within the respective States.

NORWAY, BY WIKBORG REIN

Most disputes in Norway are resolved before the ordinary courts. Nonetheless, arbitration plays an important role in the country's dispute resolution system. It is of importance in large and complex cases and is often used in the oil and gas sector, offshore and onshore construction and the shipbuilding and maritime sector. Arbitration is often chosen as the dispute resolution mechanism in contracts because of the possibility to set a panel of arbitrators with the desired professional background.

Key places of arbitration in the jurisdiction	Oslo
Civil law/common law environment?	Norway is primarily a civil law jurisdiction, but generally has more common law features than many other civil law countries. As Norway is a member of the European Economic Area (EEA), Norwegian laws are substantially influenced by regulation from the European Union, including (but not limited to), for instance, competition law.
Confidentiality of arbitrations?	If no agreement regarding confidentiality exists, the arbitral proceedings and the award are as a starting point not confidential. The parties are, however, free to agree on confidentiality arrangements for the dispute which has materialized. It is commonly presumed that the courts may accept an agreement on confidentiality in the arbitration clause as well.
Requirement to retain (local) counsel?	There is no requirement to retain (local) counsel.
Ability to present party employee witness testimony?	The parties may present witness testimony from employees of a party.
Ability to hold meetings and/or hearings outside of the seat?	Although the seat of arbitration is Norway, there are no restrictions to conduct meetings or hearings outside of Norway as part of the arbitral proceedings.
Availability of interest as a remedy?	The arbitral tribunal may award interest in accordance with the law applicable to the dispute.
Ability to claim for reasonable costs incurred for the arbitration?	The parties are jointly liable for the tribunal's costs. The arbitral tribunal may order security for its own costs, but not for the parties' costs. The arbitral tribunal may order a party to pay the other party's costs to the extent it deems appropriate.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Conditional fee is permitted in Norway. Contingency fees for attorneys are permitted only to a limited extent. The Code of Ethics for Lawyers contains a general prohibition against percentage share fees; a fee based on a share of the outcome or subject matter of the action is not permitted, while non-excessive success fees are accepted.
Party to the New York Convention?	Yes

Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	Norway's Civil Justice score is 0.89 and ranks as number 2.

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

In Pakistan, the 1940 Arbitration Act ("**Arbitration Act**"), a colonial era legislation, is the main law governing the arbitration agreements, procedures, and awards. Pakistan has recently implemented the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards in 2011 as the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act (the "**New York Convention Act**"). The law and practice of arbitration in Pakistan is in a state of flux, and various judges, lawyers, and academics have strongly suggested updating the arbitration laws and procedures prevailing in the country. At present, there are no major centres/institutions for arbitration in Pakistan.

Key places of arbitration in the jurisdiction	Lahore, Karachi, and Islamabad.
Civil law / Common law environment?	Common law jurisdiction.
Confidentiality of arbitrations?	Not expressly prescribed under the Arbitration Act; once the arbitral award is filed in court for enforcement, the confidentiality of the award is lost because court proceedings are open to the public.
Requirement to retain (local) counsel?	Not expressly provided.
Ability to present party employee witness testimony?	Not restricted.
Ability to hold meetings and/or hearings outside of the seat?	Permitted, unless the parties agreed otherwise.
Availability of interest as a remedy?	Section 29 of the Arbitration Act provides that where and insofar as an award is for the payment of the money, the court may in the decree order interest, from the date of the decree at such rate as the court deems reasonable, to be paid on the principal sum as adjusted by the award.
Ability to claim for reasonable costs incurred for the arbitration?	Permitted.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Contingency fee arrangement is not permitted. Third party funding is not *per se* illegal and permitted where the funding arrangement is not against public policy, lead to vexatious litigation, or extortionate.
Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.39

PARAGUAY, BY GROSS BROWN ESTUDIO JURÍDICO

In Paraguay, the practice of having in-house counsel is mostly reserved to large corporations (*e.g.*, banks, telecommunication companies, etc.). Companies usually work with law firms as well as with their own in-house counsel.

Key places of arbitration in the jurisdiction	Asunción.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	The Paraguayan Arbitration and Mediation Act (the "**Arbitration Act**") does not provide for the confidentiality of arbitration proceedings. Accordingly, parties to arbitration proceedings are not bound by any legal duty to keep the proceedings confidential. Parties have the right to enter into a confidentiality agreement, except for procedures to which the State is a party, which are public. It is an accepted practice that arbitrators must refrain from disclosing any information regarding cases in which they act. This obligation applies to all aspects of an arbitration, including the details of the dispute, the information disclosed by the parties during the proceedings and the deliberations. Arbitrators remain bound by this obligation after the award has been rendered.
Requirement to retain (local) counsel?	There is no specific requirement for a party to hire local counsel to be represented in arbitral proceedings seated in Paraguay.
Ability to present party employee witness testimony?	Parties are entitled to produce this type of evidence based on the broad scope of the parties' autonomy to determine the rules of procedure pursuant to Article 22 of the Arbitration Act. It falls to the arbitral tribunal to determine the admissibility, relevance and weight of a witness's testimony, provided that the arbitral tribunal takes into account the applicable arbitration rules, and the parties' agreement in this respect.
Ability to hold meetings and/or hearings outside of the seat?	Under Article 23 of the Arbitration Act, parties have the right to agree upon the place of arbitration. Absent such an agreement, the arbitral tribunal has the power to determine the place of the arbitration. In doing so, it must take into account the circumstances of the case, including the options that would be most convenient for the parties. In addition, unless otherwise agreed by the parties, the arbitral tribunal may meet at any place it deems appropriate to hold deliberations, to hear witnesses, experts or parties, or to examine goods or documents.
Availability of interest as a remedy?	Paraguayan law does not restrict the right of arbitrators to award interest.

Ability to claim for reasonable costs incurred for the arbitration?	Arbitrators have the power to allocate the costs that the parties have incurred for the arbitration. In general, arbitrators tend to apply the "costs follow the event" principle pursuant to which the losing party shall bear all or part of the costs which the winning party has had to incur for the arbitration. However, arbitrators may also depart from that rule, for example, in deciding that each party shall bear its own costs. Such decision must be reasoned.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Paraguayan law does not restrict the parties' right to agree upon contingency fee arrangements with their counsel. Nor does it prohibit third-party funding. In fact, the Paraguayan law contains no provision on third-party funding. However, as things currently stand, third-party funding is not a common practice in Paraguay.
Party to the New York Convention?	Paraguay is a party to the New York Convention, pursuant to Law No. 948/1996. Since 1976, it is also a party to the inter-American convention on extraterritorial validity of foreign judgments and arbitral awards ("Panama Convention"). The Panama Convention is a convention of the Organization of American States regulating the enforcement of judgements and arbitral awards in other member states. It has entered into force in Paraguay on 16 August 1985 and aims at facilitating the recognition and enforcement of arbitral awards rendered in a member-State in the other member States.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	ϕ

PERU, BY MIRANDA & AMADO, ABOGADOS

During the last two decades, Peru has adopted free-market policies to promote private investment. Several relevant changes were made in the Peruvian legal framework to implement those policies, which included the arbitration framework. After approximately 12 years of existence, in 2008, the 1996 General Arbitration Act ("**Law 26572**") based on the 1985 UNCITRAL Model Law was replaced by Legislative Decree 1071 based on the 2006 UNCITRAL Model Law. The current Peruvian Arbitration Law ("**PAL**") introduced several improvements in order to secure independence of the tribunal by limiting judicial intervention, expediting the setting aside, recognition and enforcement procedures, and providing an efficient set of rules applicable unless the parties agreed otherwise.

Key places of arbitration in the jurisdiction	Lima.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	Arbitrations are confidential unless otherwise is agreed.
Requirement to retain (local) counsel?	No restrictions to use of foreign counsel.
Ability to present party employee witness testimony?	Yes.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	Yes.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	No restrictions.
Party to the New York Convention?	Yes, without the reciprocity and commercial reservation.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.52

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.

RA 9285 was enacted as part of the State's policy to actively promote party autonomy in the resolution of disputes. Thus, 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, (e) the procedure for the appointment of arbitrators, and (f) the procedure for the arbitration proceedings. The Philippines is a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

Key places of arbitration in the jurisdiction	Metro Manila is the key place of arbitration in the Philippines.
Civil law / Common law environment?	Civil law
Confidentiality of arbitrations?	Arbitration proceedings are confidential.
Requirement to retain (local) counsel?	There is no requirement to retain counsel or local counsel in the arbitration proceedings.
Ability to present party employee witness testimony?	ϕ
Ability to hold meetings and/or hearings outside of the seat?	The parties are free to agree on the place where the arbitration hearings may be held.
Availability of interest as a remedy?	Interest may be awarded in cases involving breach of contract. The present legal rate of interest is 6% *per annum*.
Ability to claim for reasonable costs incurred for the arbitration?	Generally, arbitration costs shall be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There are no restrictions or regulations on the use of contingency or alternative fee arrangements or third-party funding for arbitration conducted in the Philippines.
Party to the New York Convention?	ϕ
Other key points to note	The principles of party autonomy, competence-competence, and separability of the arbitration agreement are recognized by Philippine law. Parties are not prohibited from waiving their right to seek the setting aside of an arbitral award.
WJP Civil Justice score (2017-2018)	0.47

POLAND, BY CLIFFORD CHANCE

Key places of arbitration in the jurisdiction	The key place of arbitration is Warsaw, where the most reputable arbitration institutions in Poland are based. The cases typically concern M&A transactions, construction disputes and disputes arising from commercial leases.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	Arbitration is confidential (this is not specifically regulated by Polish law, but typically the rules of arbitration of the Polish courts of arbitration provide for confidentiality).
Requirement to retain (local) counsel?	There is no requirement to retain legal counsel.
Ability to present party employee witness testimony?	The parties can present the testimony of their own employees.
Ability to hold meetings and/or hearings outside of the seat?	Meetings and/or hearings can be held outside of the seat.
Availability of interest as a remedy?	The arbitral tribunals typically award interest on the principal amounts claimed.
Ability to claim for reasonable costs incurred for the arbitration?	A party typically can claim any reasonable costs incurred in the course of arbitration including the arbitrators' fees and expenses, the party's costs of legal representation, costs of expert opinions and translations.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Lawyer's fees cannot be based solely on a contingency basis.
Party to the New York Convention?	Yes.
Other key points to note	The arbitration agreement must be in writing (or in electronic communications exchanged between both parties). The arbitration proceedings usually last from between six and eighteen months.
WJP Civil Justice score (2017-2018)	0.67

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

The choice of the seat of the arbitration is one of the most consequential decisions in any arbitration agreement. The arbitration law of the arbitral seat will typically govern a wide range of issues concerning both the internal procedural conduct of the arbitral proceedings, as well as the external relationship between the arbitration and national courts. The seat may affect not only the way how the arbitration is conducted, but also its final outcome *e.g.*, as to the possibility of enforcement. It is also a main driver of time and cost.

Portugal has a pro-arbitration and modern arbitration law, enacted in 2012, which is based on the 2006 UNCITRAL Model Law, with certain improvements mostly based on the experience of other leading jurisdictions and/or on demands by users (*e.g.*, providing specific rules governing multi-party and multi-contract arbitrations, expressly allowing for interim measures and preliminary orders, prohibiting state entities from relying on domestic law to evade from an arbitration agreements and a liberal attitude towards the validity of arbitration agreements).

Key places of arbitration in the jurisdiction	Lisbon / Porto.
Civil law / Common law environment?	Portuguese legal system is a civil law jurisdiction with a significant influence in other Portuguese speaking jurisdictions including Angola, Brazil, Cabo Verde, Guinea-Bissau, Macau, Mozambique, S. Tomé e Príncipe and Timor Leste and a long-lasting tradition on international arbitration.
Confidentiality of arbitrations?	Yes.
Requirement to retain (local) counsel?	The issue is not regulated by the Portuguese Voluntary Arbitration Law ("PAL") and is not entirely settled. Some authors consider that, unlike in court litigation, representation by counsel is not mandatory, unless the parties agreed otherwise and, thus, according to this understanding, absent agreement by the parties on the matter, each of them is free to decide whether they wish to be represented by counsel or not.
Ability to present party employee witness testimony?	Yes.
Ability to hold meetings and/or hearings outside of the seat?	Yes. Under Article 31(2) of the PAL the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate to hold hearings, to allow the production of evidence, or to deliberate.
Availability of interest as a remedy?	Yes. The PAL does not prescribe for any rules governing the awarding of interest as, under Portuguese law, that is a substantive matter.
Ability to claim for reasonable costs incurred for the arbitration?	Yes. According to Article 42(5) of the PAL, unless otherwise agreed by the parties, the award shall determine the proportions in which the parties shall bear the costs directly resulting from the arbitration.

Restrictions regarding contingency fee arrangements and/or third-party funding?	φThe Code of Ethics of the Portuguese Bar Association expressly prohibits the use of fee arrangements according to which the right to lawyer's fees is dependent on the success of the claim ("*quota litis*"). Third-party funding is not specifically regulated and there are no particular restrictions to its use.
Party to the New York Convention?	Portugal is a party to the most important international treaties governing international arbitration, including the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the Geneva Convention on the Execution of Foreign Arbitral Awards and the Inter-American Convention on International Commercial Arbitration making arbitral awards rendered in Portugal readily enforceable worldwide.
Other key points to note	Portuguese Courts are renowned for their independence and impartiality and are generally supportive of arbitration. Portugal has a highly committed, specialized, experienced, multilingual and culturally and legally diverse arbitration community capable of conducting all kinds of arbitration. Portugal has a unique geographical location at the cross-roads of Europe, America and Africa. Portugal is a relatively less expensive jurisdiction when compared to other major international seats, with all necessary equipment and infrastructures.
WJP Civil Justice score (2017-2018)	0.69

ROMANIA, BY IORDACHE PARTNERS

Romania has a history in commercial arbitration, including international arbitration: arbitration has been regulated in Romania since 1865 (under the old Civil Procedure Code and now under the new Civil Procedure Code, which entered into force on 15 February 2013). Romanian legal provisions applicable to domestic and international arbitration are compatible with the UNCITRAL Model Law as they are based on the same main principles, but without following the text of the Model Law. Due to the modern legal framework, more and more investors and state entities are choosing arbitration to settle disputes in Romania. Below are some key aspects of Romanian arbitration law.

Key places of arbitration in the jurisdiction	ϕ
Civil law / Common law environment?	Civil law. It is important to note that EU law is considered to be part of the national order.
Confidentiality of arbitrations?	Although not expressly provided, the arbitrators have the obligation to keep the proceeding confidential, otherwise they can be held liable.
Requirement to retain (local) counsel?	No legal obligation to hire counsels.
Ability to present party employee witness testimony?	There are no restrictions, but the relationship would be relevant to the evidentiary weight granted.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	The arbitral tribunal can award interest if requested and if the law applicable to the merits allows it.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Under Romanian law, lawyers are not allowed to conclude *quota litis* agreements.
Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.65

RUSSIA, BY FRESHFIELDS BRUCKHAUS DERINGER

Key places of arbitration in the jurisdiction	As a practical matter, Moscow is the key place for arbitration in Russia. At the time of writing, there are just four institutions eligible to administer arbitrations under Russia's new arbitration legislation, and all of them located in Moscow. These are the two institutions which obtained a governmental permit required under the country's new arbitration legislation (the Arbitration Centre with the Institute of Modern Arbitration and the Arbitration Centre with the Russian Union of Industrialists and Entrepreneurs) and the two institutions which were exempted from the permit requirement: Russia's most important arbitration institution, the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (ICAC), and the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation. Some of these institutions have established or are establishing branches in the Russian regions. For example, the ICAC opened branches in Rostov-on-Don, Irkutsk, Ufa and Kazan, with plans for further regional expansion, and the Arbitration Centre with the Institute of Modern Arbitration opened a Far East branch with offices in Vladivostok and Petropavlovsk-Kamchatsky. Numerous other arbitral institutions have been established in Moscow and Russia's regions before adoption of the new Russian arbitration legislation in late 2015, but at the time of writing, none of them holds a governmental permit as required under the new legislation, which presently bars them from administering arbitrations. (See also Other key points to note below.) Hearings can generally be conducted outside of the location of the institution (subject to any provisions to the contrary in the applicable arbitration rules), and *ad hoc* proceedings can take place anywhere in the country.
Civil law / Common law environment?	Russia is a civil law country. Legislative acts are the primary sources of law. Court decisions are not officially regarded as sources of law, but guidance from the highest level of courts (*i.e.*, the Constitutional Court, the Supreme Court and – prior to its dissolution – the Higher Arbitrazh Court) determines how laws are to be interpreted.
Confidentiality of arbitrations?	Russia has separate statutes for "international" and domestic arbitrations. The former generally applies to Russia-seated arbitrations with significant cross-border elements and to the recognition and enforcement of foreign awards in Russia, while the latter regulates domestic arbitration of "intra-Russian" disputes. The new Russian statute on domestic arbitration expressly establishes the confidentiality of arbitral proceedings, but the statute on international commercial arbitration does not include analogous provisions. In practice, confidentiality is sometimes

	addressed in arbitration rules (for instance, there are confidentiality provisions in the ICAC arbitration rules).
Requirement to retain (local) counsel?	There is no requirement for parties to be represented by external counsel in Russian arbitrations. Federal Law of 31 May 2002 'On Advocate Activities and Advocacy in the Russian Federation' regulates foreign advocates' activities in Russia. According to Article 2 of that law, foreign advocates may provide legal assistance in the Russian Federation on matters of law of the country from which they come, provided that they are registered in a special Russian registry of foreign advocates. 'Advocate' is a special subcategory of Russian legal professional (essentially, a trial attorney being a member of advocates' bar organization, to some extent akin to barristers in English court practice). Most lawyers in Russia (including trial lawyers) are not advocates. Russian law does not require lawyers (including trial lawyers) to be advocates, does not require admission to the advocates' bar as a pre-condition to practicing law, and does not state that Russian or foreign legal professionals who represent clients in courts or arbitration are automatically deemed to be advocates. While Article 2 appears to apply to representation of clients in Russian courts, it is unclear whether it also applies to representation in arbitration.
Ability to present party employee witness testimony?	It is possible to present party employee witness testimony. There are no specific rules in Russian law regulating witness testimony in arbitration.
Ability to hold meetings and/or hearings outside of the seat?	Russia's arbitration laws do not prohibit holding meetings and/or hearings outside of the seat.
Availability of interest as a remedy?	There are no procedural rules in Russian law specifically regulating the interest that a tribunal may or should award. Assuming Russian substantive law applies to the dispute, interest can be awarded as a remedy for non-performance of financial obligations; in the absence of the parties' agreement to the contrary, interest is to accrue at the "key rate" (ключевая ставка) of the Bank of Russia for the relevant default periods (Article 395(1) of the Civil Code).
Ability to claim for reasonable costs incurred for the arbitration?	As a matter of practice, costs are usually borne by the losing party, with the successful party recovering arbitrators' fees and expenses, fees and expenses of the arbitration institution and its own reasonable legal costs and expenses. Cost allocation is subject to agreement between the parties and the applicable arbitration rules, and usually tribunals have wide discretion in this regard.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Contingency fees of lawyers are not expressly prohibited as a matter of law, but courts have repeatedly held such fee arrangements to be unenforceable. Third-party funding of arbitration is not expressly regulated. Russian parties are increasingly considering seeking third party funding available

	from foreign funders, at least in respect of proceedings seated outside Russia. Funder firms have also started to appear domestically.
Party to the New York Convention?	Russia is a party to the New York Convention, as the legal successor to the USSR. The USSR made a reservation that it will apply the Convention in respect of arbitral awards made in the territories of non-contracting states only on a reciprocal basis.
Other key points to note	Russia's arbitration laws were overhauled by reform legislation passed on 29 December 2015 (in force from 1 September 2016). According to the reform legislation, all Russian arbitration institutions except the ICAC and the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation (MAC) must receive a special permit from the Government and deposit their rules before 1 November 2017, otherwise they are not eligible to administer arbitrations in Russia. At the time of writing, only two arbitration institutions received such permits: the Arbitration Centre at the Russian Union of Industrialists and Entrepreneurs and the Arbitration Center at the Institute of Modern Arbitration. Permits may also be issued after 1 November 2017 (including to institutions that have had their filings rejected), and the number of eligible arbitral institutions in Russia is expected to grow with time. Ad hoc arbitrations are not prohibited, except in respect of corporate disputes in respect of Russian companies, which is a defined term encompassing all disputes relating to the incorporation, management and participation in a Russian corporation, and may in practice include post-M&A disputes in respect of Russian companies. As a matter of Russian law, corporate disputes can only be arbitrated in arbitral institutions (Russian or foreign) holding a Russian Government permit (as above), and cannot be arbitrated ad hoc. While it can be argued that foreign arbitral institutions can administer Russian corporate arbitrations without a permit, the more conservative reading of the reform legislation suggests that resulting awards would not be enforceable in Russia. In addition, some types of corporate disputes (*e.g.*, most types of disputes relating to "strategic" Russian companies, as defined in Russian legislation on foreign investment, i.e. entities engaged in certain listed types of sensitive businesses such as the atomic industry, defense industry, mining at major mineral deposits, major mass media and dominant telecommunications companies, and more), are non-arbitrable. Foreign arbitral awards are generally enforceable in Russia based on the New York Convention, but as noted a foreign award is likely to be refused recognition and enforcement in Russia if rendered in respect of a Russian corporate dispute at a foreign arbitral institution holding no Russian Government permit, or in foreign-seated ad hoc proceedings.

	It is important to be aware of whether a dispute will qualify as 'domestic' or 'international' for Russian law purposes. It is arguable that domestic disputes are not capable of being referred to arbitration abroad. If the dispute qualifies as corporate, it is also important to check when the arbitration clause was made. The new Russian arbitration legislation only allows the parties to make arbitration clauses in respect of Russian corporate disputes (including post-M&A disputes) from 1 February 2017 and suggests that earlier arbitration clauses relating to such disputes are non-enforceable.
WJP Civil Justice score (2017-2018)	0.53

SERBIA, BY MORAVČEVIĆ VOJNOVIĆ AND PARTNERS IN COOPERATION WITH SCHOENHERR

Serbian arbitration law is currently framed by the 2006 Arbitration Act ("SAA"), modelled after the 1985 UNCITRAL Model Law, with some additions as specified further below. However, before the SAA was enacted, arbitration law was governed by the more general legislation, such as the former Codes of Civil Procedure. In that sense, it could be said that Serbian law is traditionally accepting arbitral dispute resolution, as also evidenced in the operation of, at the moment, two distinct arbitral institutions: one attached to the Serbian Chamber of Commerce, and the other established by the Serbian Arbitration Association.

Key places of arbitration in the jurisdiction	Belgrade
Civil law/Common law environment?	Civil law
Confidentiality of arbitrations?	Not explicitly prescribed under the Serbian Arbitration Act.
Requirement to retain (local) counsel?	Not explicitly provided.
Ability to present party employee witness testimony?	Not forbidden
Ability to hold meetings and/or hearings outside of the seat?	Permitted, unless the parties agreed otherwise.
Availability of interest as a remedy?	The SAA is silent on the matter of interest. This matter is generally regarded as a part of substantive law.
Ability to claim for reasonable costs incurred for the arbitration?	The SAA does not provide explicit rules for the allocation of costs. In practice, arbitrators take into consideration all the facts of the case, including the outcome, before costs allocation.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The SAA does not regulate contingency fee arrangements and/or third-party funding. Local bar rules allow lawyers to agree on type of contingency fees for up to 30% of the value of the dispute (not the value of awarded amount).
Party to the New York Convention?	Yes, with reservations with regard to reciprocity, commercial disputes and retroactive application.
Other key points to note	None
WJP Civil Justice score (2017-2018)	0.49

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 (generally, arbitrations seated in Singapore) and international (generally, where at least one of the parties has its place of business in any state other than Singapore, or the place with which the subject-matter of the dispute is most closely connected is situated outside of the state in which the parties have their place of business) 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.

Recently, Singapore has embraced third-party funding, legalising it in the realm of arbitration. Parties involved in arbitration (as well as mediation and arbitration related court proceedings) may now avail themselves of third party funding, subject to certain restrictions as provided for in the applicable regulation.

Key places of arbitration in the jurisdiction	Singapore is a city-state.
Civil law / Common law environment?	Common law.
Confidentiality of arbitrations?	Whilst the duty of confidentiality in arbitration is not expressly embodied in statute, case law confirms that there is an implied common law duty of confidentiality of arbitrations.[40]
Requirement to retain (local) counsel?	Parties can either retain outside counsel or be self-represented. However, in arbitration-related proceedings in court, all companies need to be represented by counsel.
Ability to present party employee witness testimony?	There is nothing in Singapore law that prohibits this *per se*.
Ability to hold meetings and/or hearings outside of the seat?	There is nothing in Singapore law that prohibits this *per se*.
Availability of interest as a remedy?	Yes. There are no restrictions prescribed in respect of the awarding of interest.[41]

40 See *Myanma Yaung Chi Oo Co Ltd v Win Win Nu and another* [2003] 2 SLR(R) 547 at [17]: "The first issue that is to be resolved is whether there is an implied duty of confidentiality. I prefer the English position over the Australian. Parties who opt for arbitration rather than litigation are likely to be aware of and be influenced by the fact that the former are private hearings while the latter are open hearings. Rather than to say that there is nothing inherently confidential in the arbitration process, it is more in keeping with the parties' expectations to take the position that the proceedings are confidential, and that disclosures can be made in the accepted circumstances." See also *International Coal Pte Ltd v Kristle Trading Ltd and another and another suit* [2009] 1 SLR(R) 945 at [82]: "As a matter of law, an obligation of confidentiality is to be implied in arbitration proceedings due to the private nature of such proceedings"; and *AAY and others v AAZ* [2011] 1 SLR 1093 at [55]: "… as a principle of arbitration law at least in Singapore and England, the obligation of confidentiality in arbitration will apply as a default to arbitrations where the parties have not specified expressly the private and/or confidential nature of the arbitration. While parties anticipating international arbitration would remain well advised to agree prospectively on the obligation of confidentiality, there is no need to do so where Singapore is to be the seat of the arbitration because confidentiality will apply as a substantive rule of arbitration law, not through the IAA or the AA, but from the common law."

41 See section 35 of the AA; section 20 of the IAA.

Ability to claim for reasonable costs incurred for the arbitration?	Yes. Case law confirms that costs are for the tribunal to decide.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Third-party funding is generally allowed in arbitration, mediation and arbitration-related court matters. Contingency fee arrangements are not allowed.
Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.80

SLOVAKIA, BY ALLEN & OVERY

Key places of arbitration in the jurisdiction	Bratislava. It is also common for local parties to submit their dispute to the Vienna International Arbitration Centre, due to its proximity and well-known reputation.
Civil law / Common law environment?	Slovakia is a civil law jurisdiction.
Confidentiality of arbitrations?	Arbitrators are bound by law to keep all the information they come across during the arbitral proceedings confidential. However, this duty does not apply to parties to an arbitration or their representatives.
Requirement to retain (local) counsel?	Parties to arbitrations seated in Slovakia are free to engage an outside counsel or be self-represented.
Ability to present party employee witness testimony?	There are no statutory restrictions as to the evidence that can be presented to the arbitral tribunal, which has wide discretion in determining which evidence will be admitted.
Ability to hold meetings and/or hearings outside of the seat?	It is accepted that arbitral hearings and procedural meetings may take place in a different country from the seat of arbitration.
Availability of interest as a remedy?	Interest on the principal claim can be awarded. It is unlikely that interest on costs of the arbitration would be ordered.
Ability to claim for reasonable costs incurred for the arbitration?	Parties to an arbitration are able to recover costs incurred in the arbitration. Generally, the 'costs follow the event' principle applies.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Legally speaking, there are no restrictions regarding third party funding arrangements. Contingency fee arrangements are allowed up to 20 % of the amount in dispute.
Party to the New York Convention?	Slovakia is a party to the New York Convention, subject to the reciprocity reservation.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	ϕ

SPAIN, BY GARRIGUES

The importance of both domestic and international arbitration have increased in Spain since the Arbitration Act[42] (" the SAA") was passed in 2003, and the Spanish courts have generally displayed a pro-arbitration approach. In this regard, it is important to note that arbitration in Spain is mainly based on the principle of party autonomy and thus, the parties may decide how most part of the procedure will be developed. Consequently, the arbitral proceeding is characterized, as per its own nature, for its flexibility and efficiency. However, there are certain mandatory provisions on procedure from which the parties may not deviate (i.e. impair number of arbitrators).

Key places of arbitration in the jurisdiction	The key places of arbitration in Spain are Madrid and Barcelona.
Civil law / Common law environment?	Spain has a civil law system based on comprehensive legal codes and laws rooted in Roman Law.
Confidentiality of arbitrations?	According to Article 24(2) SAA, arbitrators, the parties and the arbitral institutions shall keep confidential any information received in the course of the arbitral proceedings. Although this provision seems to apply only to substantive information received during the proceedings, it is however extended to any kind of document and information provided during the arbitration (that is, the submissions, award, etc.).
Requirement to retain (local) counsel?	No requirements exist.
Ability to present party employee witness testimony?	There are no specific rules either on who can or cannot appear as a witness. Therefore, there is no restriction on the ability to present party employee witness testimony.
Ability to hold meetings and/or hearings outside of the seat?	Pursuant to Article 26 SAA, the parties are free to agree on the place of arbitration. However, arbitrators may, after consulting the parties and unless otherwise agreed by them, meet at any place they deem appropriate for hearing witnesses, experts or the parties, examining or recognising goods, documents or persons.
Availability of interest as a remedy?	Interest is allowed under Spanish law. As to the principal amount, it includes the interest agreed by the parties or, failing such agreement, the legal interest rate published in the Official Gazette (the interest rate provided in the Spanish Act 3/2004, of 29 December, against late payment in commercial transactions, also applies to certain commercial transactions).
Ability to claim for reasonable costs incurred for the arbitration?	Pursuant to Article 37(6) SAA, the award will include the arbitrators' decision on costs related to the arbitration, which will include their own fees and expenses and, where appropriate, the fees and expenses of counsels or representatives of the parties, the cost of the service provided by the institution administering

42 Act 20/2003, of 23 December 2003, on Arbitration (*Ley 20/2003, de 23 de diciembre, de Arbitraje*).

	the arbitration, as well as any other costs incurred during the arbitration proceedings. Such costs do not usually include travel and/or accommodation arrangements for witnesses or experts. The SAA remains silent regarding the apportionment of arbitration costs. Consequently, the criteria established under the Spanish Civil Procedure Act, which, in general terms, only provides for the recoverability of the costs by a party who is entirely successful (in case of partial success, each party bears its own expenses and the common costs are split), does not always apply. In order to decide on such costs, the arbitrators will take into account the parties' agreement; but if such agreement does not exist, the arbitrators are not bound by any specific rules in this regard. Generally, arbitrators take into consideration not only the outcome of the arbitration, but also the behaviour of the parties during the proceedings and if there has been frivolous disregard to the other party's rights.
Restrictions regarding contingency fee arrangements and/or third-party funding?	No restrictions regarding contingency fee arrangements exist. Contingency and success fees were historically banned, but were recently accepted as a pro-competitive measure (the prohibition of contingency fee arrangements under Article 16 of the Code of Conduct of Spanish Advocates was suspended by the agreements passed by the Plenary of the General Council of Spanish Advocates on 10 December 2002 and 21 July 2010). The SAA does not govern third-party funding. Although in practice this type of funding is being used (particularly after the prohibition of contingency fees was lifted), there is still scope for improvement and development.
Party to the New York Convention?	Spain is a Contracting State to the New York Convention since 12 May 1977 and no reservations or declarations were made. The Convention entered into force in Spain on 10 August 1977.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.70 (23rd position in the global ranking).

SWEDEN, BY MANNHEIMER SWARTLING

Traditionally as well as today, Sweden is one of the favorite places for international arbitration. The Arbitration Institute of the Stockholm Chamber of Commerce, founded in 1917, has been seen as a preferred neutral venue for arbitrations in East/West disputes involving parties from the USA and Russia (including former Soviet Union), and later also from Asia. Stockholm has also become a much-used venue for energy related disputes and investor-state disputes. The Swedish Arbitration Act is highly developed and in line with best practices of international arbitration. The arbitral proceedings are safeguarded by arbitration-friendly courts.

Key places of arbitration in the jurisdiction	Stockholm.
Civil law / Common law environment?	Unique Scandinavian legal environment with roots in Civil law tradition in substantive law but also features of Common law in procedural law. The prevailing Civil law traditions are evident in the dependence on statutory law as the primary source of law and in the non-binding, yet authoritative, nature of court judgments. The area of contract law has a special close connection with Civil law traditions. Common law features are particularly evident in the adversarial nature of court and arbitral proceedings. It is for the parties to outline the facts of the case and present the evidence they deem necessary, with judges and arbitrators rarely embarking on fact-finding or appointing their own experts.
Confidentiality of arbitrations?	Arbitrations are private but not confidential unless so agreed. Arbitrators have a duty of confidentiality. Parties do not have a duty of confidentiality, unless expressly agreed. No third-party participation. No duty to register Swedish awards.
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	Admissible.
Ability to hold meetings and/or hearings outside of the seat?	Yes, if not otherwise agreed by the parties.
Availability of interest as a remedy?	Yes.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Contingency fees are generally prohibited for members of the Swedish bar, but no general restriction for foreign counsel. No restrictions on third party financing.
Party to the New York Convention?	Yes.

Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	Sweden's score is 0.86 ranking it 4th in the world.

SWITZERLAND, BY LEVY KAUFMANN-KOHLER

With its longstanding tradition and experience in international arbitration, Switzerland remains one of the preferred arbitral seats in the world. Swiss arbitrators continue to be among the most frequently appointed and Swiss substantive law among the most frequently chosen laws to govern international contracts. Chapter 12 of the Swiss Private International Law Act ("PILA") is a modern and innovative arbitration law. Its main strengths include its clarity and conciseness, making it easily accessible for (foreign) lawyers and non-lawyers alike, as well as the great importance afforded to party autonomy, meaning that the parties are free to fashion the proceedings in accordance with their specific needs. Switzerland's reputation for neutrality and stability and its courts' consistent pro-arbitration approach further explain why parties often choose Switzerland as a place of arbitration and why numerous arbitration institutions are based here.

Key places of arbitration in the jurisdiction	Geneva and Zurich.
Civil law / Common law environment?	Civil law
Confidentiality of arbitrations?	Absent an express agreement to the contrary, the arbitrator's contract implies a duty of confidentiality for the arbitrators. It is controversial whether the arbitration agreement implies a duty of confidentiality for the parties. They may enter into an express confidentiality agreement.[43]
Requirement to retain (local) counsel?	There is no requirement to retain Swiss counsel for arbitration proceedings with a seat in Switzerland. By contrast, applications to the Swiss Supreme Court must be signed by the party or an attorney who is authorised to represent parties before the Swiss courts pursuant to the Swiss Federal Lawyers' Act ("LLCA" or "*Loi fédérale sur la libre circulation des avocats*" in French, "*Bundesgesetz über die Freizügigkeit der Anwältinnen und Anwälte*" in German) or in accordance with an international treaty (Article 40(1) of the Swiss Supreme Court Act ("SCA")). Concerning proceedings before the *juge d'appui*, the Swiss Code of Civil Procedure ("CCP") does not require the parties to be professionally represented by an attorney (Article 68(1) CCP). As under Article 40(1) SCA, pursuant to Article 68(2) CCP, they may however choose to be represented by a "*lawyer admitted to represent parties before the Swiss courts under the* [LLCA]".[44]

43 Gabrielle KAUFMANN-KOHLER/Antonio RIGOZZI, *International Arbitration – Law and Practice in Switzerland*, Oxford 2015, paras. 3.34, 4.188, 7.177; Noradèle RADJAI, Confidentiality of Arbitration in Switzerland, *Arbitration in Switzerland – The Practitioner ' s Guide*, Manuel Arroyo (ed.), Kluwer Law International BV, The Netherlands 2013, paras. 18-23.

44 Attorneys qualified in a Member State of the European Union ("EU") or the European Free Trade Association ("EFTA") may under certain conditions represent parties before the Swiss courts (Articles 21 to 29 LLCA), subject to the relevant provisions of cantonal law. In Geneva, attorneys qualified in a non-EU/EFTA Member State may under certain conditions obtain an *ad hoc* authorization to assist a party before the Geneva courts. However, in order to represent the party before the Geneva courts, the non-EU/EFTA attorney must act with an attorney registered with a Swiss bar (Article 23 of the Geneva Lawyers' Act ("*Loi sur la profession d'avocat*" or "LPAv")).

Ability to present party employee witness testimony?	As a rule, any person capable of testifying about the facts based on his or her own perception may be a witness, including the parties themselves.[45]
Ability to hold meetings and/or hearings outside of the seat?	Meetings and/or hearings can be conducted outside of Switzerland.
Availability of interest as a remedy?	Yes, generally.
Ability to claim for reasonable costs incurred for the arbitration?	The parties have a right to a decision on costs and the arbitral tribunal has an obligation to make such a decision, at the latest in the final award.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Swiss law does not prohibit third party funding. Under Article 12(1)(e) LLCA, Swiss attorneys cannot enter into a prior agreement with their clients providing for a contingency fee based entirely on the outcome of the case (*pactum de quota litis*); nor can they agree to waive legal fees in the event of an unfavourable outcome. A fee arrangement containing elements of a contingency fee (*pactum de palmario*) is allowed under certain conditions.
Party to the New York Convention?	Switzerland is a party to the New York Convention. There is no reservation of reciprocity.
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	ϕ

45 Christian OETIKER, Ad Hoc Arbitration in Switzerland, *Arbitration in Switzerland – The Practitioner ' s Guide*, Manuel Arroyo (ed.), Kluwer Law International BV, The Netherlands 2013, para. 44.

TOGO, BY MARTIAL AKAKPO & ASSOCIÉS

Key places of arbitration in the jurisdiction	Lomé, as the capital city.
Civil law / Common law environment?	Civil law. The Uniform Arbitration Act is a treaty which applies in all member-States of the OHADA, to which the Togo is a party.
Confidentiality of arbitrations?	The Uniform Arbitration Act does not expressly provide for confidentiality, although certain set of arbitral rules on which the parties can agree (such as the CATO Rules and the CCJA rules provide for confidentiality. Hearings are usually held in closed session and awards are not published.
Requirement to retain (local) counsel?	Common, but no legal requirement.
Ability to present party employee witness testimony?	Parties may submit witness testimonies of their employees. It lies in the arbitral tribunal's discretion to weigh such evidence.
Ability to hold meetings and/or hearings outside of the seat?	Parties may choose to hold meetings at a different venue. Unless the parties have agreed on a specific venue, the tribunal has discretion to decide where to hold meetings.
Availability of interest as a remedy?	Interest is a matter of the applicable substantive law.
Ability to claim for reasonable costs incurred for the arbitration?	The arbitral tribunal has discretion in respect of the allocation of costs but must take into consideration the circumstances of the case.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The Togolese bar rules prohibit fee arrangements pursuant to which the lawyers' fees are exclusively determined on the basis of the outcome of the dispute. Otherwise, they provide that the lawyers' fees are freely agreed upon between a lawyer and its client. Third-party funding is not codified in Togolese arbitration law, but it is likely to be accepted.
Party to the New York Convention?	No
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.81

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.

Key places of arbitration in the jurisdiction	Kyiv.
Civil law / Common law environment?	Civil law.
Confidentiality of arbitrations?	The ICA Law does not address confidentiality and it is therefore advisable to insert confidentiality provisions into the arbitration agreement.
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	Yes.
Ability to hold meetings and/or hearings outside of the seat?	Yes.
Availability of interest as a remedy?	Interest as a remedy is considered to be a substantive rather than a procedural matter and an award of interest is therefore determined in accordance with the applicable substantive law. If Ukrainian substantive law applies, (i) pre-award interest shall be determined on the basis of the agreement of the parties; absent such agreement, the defaulting party, in case of breach of a monetary obligation, shall pay 3% statutory interest plus interest linked to the official inflation rate; (ii) post-award interest is not envisaged. The law expressly authorises Ukrainian courts to recognise awards with post-award interest that shall continue to accrue until the award is fully enforced. At the same time, the ICA Law does not authorise Ukraine-seated arbitral tribunals to order post-award interest.
Ability to claim for reasonable costs incurred for the arbitration?	Yes.
Restrictions regarding contingency fee arrangements and/or third-party funding?	No.
Party to the New York Convention?	Yes. Ukraine is a party to the New York Convention subject to the reciprocity reservation, and the communication dated 20 October

	2015 that application and implementation by Ukraine of the obligations under the Convention, as applied to the occupied and uncontrolled territory of Ukraine, is limited and is not guaranteed, due to acts of illegal occupation and aggression by the Russian Federation.
Other key points to note	Disputes between Ukrainian entities with foreign investments and Ukrainian parties may be referred either to international arbitration, or to domestic arbitration. The restrictions of arbitrability of certain categories of disputes can be found in the Commercial Procedural Code of Ukraine. The legal framework for arbitration has undergone serious overhaul that (i) allowed court-awarded interim measures and taking of evidence in support of international arbitration, (ii) expanded the scope of arbitrable disputes, (iii) relaxed formal validity requirements for arbitration agreement, (iv) granted the possibility of consolidation of annulment and enforcement proceedings, and (v) introduced regulation of enforcement in foreign currencies.
WJP Civil Justice score (2017-2018)	0.51

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 become a popular method of dispute resolution in the United Arab Emirates ("UAE"). The UAE has a number of popular seats for arbitration, including onshore Dubai and Abu Dhabi and the offshore financial centres such as the Dubai International Financial Centre ("DIFC") and Abu Dhabi Global market ("ADGM"). The recent trends have shown parties' willingness to submit their commercial disputes to arbitration, rather than only specialized disputes (e.g. construction). The arbitration rules of the UAE arbitration centres, such as the Dubai International Financial Centre-London Court of International Arbitration ("DIFC-LCIA") and Dubai International Arbitration Centre ("DIAC"), are generally modern and reflect the best practices of the international arbitration institutions.

Key places of arbitration in the jurisdiction	Dubai and Abu Dhabi.
Civil law / Common law environment?	The UAE is a civil law environment (excluding DIFC and ADGM, which are common law environments).
Confidentiality of arbitrations?	The UAE law does not provide for confidentiality of the arbitrations.
Requirement to retain (local) counsel?	There is no requirement to retain counsel. Parties can either retain outside (local or non-local) counsel or be self-represented.
Ability to present party employee witness testimony?	The UAE Civil Procedure Law No.11 of 1992 ("CPC") permits parties to present party employee witness testimony.
Ability to hold meetings and/or hearings outside of the seat?	Parties can hold meetings and hearings at any location of their choosing. However, for the arbitral award to be enforceable, it must be signed and issued in the UAE.
Availability of interest as a remedy?	The parties can recover interest as a remedy, subject to the provisions in the CPC.
Ability to claim for reasonable costs incurred for the arbitration?	The CPC does not confer a general right in relation to claims for costs. The ability to claim for reasonable costs incurred throughout the course of the arbitration depends on the parties' agreement and/or the applicable rules of the arbitration institution.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The UAE law does not prohibit third-party funding in general. For example, the UAE permits subrogation of claims by insurers (Article 1030 of the UAE Civil Transaction Code). However, contingency fee arrangements are prohibited.

Party to the New York Convention?	The UAE is a signatory of the New York Convention. The New York Convention entered into force in the UAE on 19 November 2006.
Other key points to note	The UAE has few unusual features. The CPC requires UAE arbitral awards to be physically signed in the UAE to comply with the technical requirements required for a valid award and be enforceable. In addition, a corporate party to an agreement must be expressly and strictly authorised to agree to arbitration as a means of resolving disputes under the agreement. More recently, in 2016, Article 257 of the Federal Penal Code No.3 of 1987, as amended by Federal Decree Law No.7 of 2016 (the "Penal Code") expanded potential criminal liability of arbitrators in the UAE. Previously, Article 257 only applied to experts. At present, Article 257 states that an arbitrator and an expert may be punished with imprisonment for issuing a decision or report "*in contravention of the requirements of the duty of neutrality and integrity*". The potential criminal liability extends to arbitrators and experts sitting in the DIFC and ADGM since they are also subject to the criminal laws of the UAE.
WJP Civil Justice score (2017-2018)	0.68

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

The United States is one of the most sought-after arbitration venues in the world. The United States is known for vigorous enforcement of arbitral awards, neutral dispute resolution, and judicial preferences in favor of arbitration. The United States also has a reputation for permitting more invasive discovery than other jurisdictions, even in streamlined arbitration proceedings.

Many arbitrations in the United States are governed by the Federal Arbitration Act ("FAA"), which applies to any arbitration affecting interstate commerce (*i.e.*, commerce between one of the U.S. states) or international commerce. Each state typically has its own arbitration statute as well. However, a state statute generally applies only where the FAA is silent or if the dispute is entirely local to a particular state. 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.

When considering arbitration in the United States, corporate and in-house counsel should consider the following factors about this jurisdiction:

Key places of arbitration in the jurisdiction	Popular venues include New York, Miami, San Francisco, Los Angeles, and Houston.
Civil law / Common law environment?	The U.S. is a common law country. Arbitrators are more likely to be persuaded by case law than in civil law countries.
Confidentiality of arbitrations?	U.S. arbitrations are not automatically confidential, but the parties may agree to keep the proceedings confidential.
Requirement to retain (local) counsel?	Each U.S. state separately governs the practice of law within its borders, and may prohibit foreign attorneys or attorneys from other U.S. states from participating in arbitrations located in that state.
Ability to present party employee witness testimony?	Arbitrators generally have broad discretion on evidentiary rulings, subject to any contrary agreement by the parties or applicable arbitration rules.
Ability to hold meetings and/or hearings outside of the seat?	Typically, there is an ability to hold meetings and/or hearings outside the seat.
Availability of interest as a remedy?	Parties in U.S. arbitrations may claim the full panoply of potential remedies, including pre- and post-judgment interest, costs, and potentially even punitive damages. However, the default "American Rule" is that each side pays its own attorney's fees.
Ability to claim for reasonable costs incurred for the arbitration?	Parties are generally required to bear their own costs and legal fees, barring statutory provisions or an agreement to the contrary.
Restrictions regarding contingency fee arrangements and/or third-party funding?	The terms and legality of funding arrangements are governed by U.S. state laws. Each state has attorney ethical and possibly other rules (*e.g.*, champerty) that should be consulted.

Party to the New York Convention?	The U.S. is a party to the New York Convention and U.S. courts are empowered to enforce arbitral awards, including through injunctions and judgments.
Other key points to note	U.S. law strongly favors arbitration, with limited avenues for challenging an arbitral award through judicial intervention U.S. arbitrators are considered more likely to grant extensive discovery, including potentially interrogatories and witness depositions, particularly in the case of domestic arbitration. However, the United States also offers robust protections for evidentiary and testimonial privileges.
WJP Civil Justice score (2017-2018)	0.73

ZAMBIA, BY ERIC SILWAMBA, JALASI & LINYAMA LEGAL PRACTITIONERS

The prevailing law governing arbitration in Zambia is the Arbitration Act No. 19 of 2000 (the "**Act**") which was enacted on 29 December 2000.[46] Subsidiary legislation includes the Arbitration (Code of Conduct and Standard) Regulations in Statutory Instrument No. 12 of 2007,[47] the Arbitration (Recognition of Arbitral Institutions) Regulations, 2001, in Statutory Instrument No. 73 of 2001,[48] and the Arbitration (Court Proceedings) Rules, 2001, in Statutory Instrument No. 75 of 2001.[49]

Key places of arbitration in the jurisdiction	Lusaka
Civil law / Common law environment?	Common law
Confidentiality of arbitrations?	Yes
Requirement to retain (local) counsel?	Yes
Ability to present party employee witness testimony?	Yes
Ability to hold meetings and/or hearings outside of the seat?	Yes
Availability of interest as a remedy?	Yes, whether simple or compound. Where Zambian law is applicable to the issue, the Act limits the interest rate to the current lending rate as determined by the Bank of Zambia.
Ability to claim for reasonable costs incurred for the arbitration?	Yes
Restrictions regarding contingency fee arrangements and/or third-party funding?	Zambian practitioners may not claim contingency fees in an action, except in a suit or other contentious proceedings in any country other than Zambia to the extent that the local lawyer in that country would be permitted to receive a contingency fee in these proceedings.
Party to the New York Convention?	Yes
Other key points to note	ϕ
WJP Civil Justice score (2017-2018)	0.47

46 The Arbitration Act No. 19 of 29 December 2000. Available at: https://www.ciarb.org/docs/default-source/default-document-library/the-arbitration-act-zambia.pdf?sfv.

47 Arbitration (Code of Conduct and Standard) Regulations in Statutory Instrument No. 12 of 2007. Available at: https://www.ciarb.org/docs/default-source/default-document-library/code-of-conduct-amp-standards-regulations-zambia.pdf?sfvrsn=2 and www.parliament.gov.zm/sites/default/files/documents/acts/Arbitration%20Act.pdf.

48 Arbitration (Recognition of Arbitral Institutions) Regulations, 2001, in Statutory Instrument No. 73 of 2001. Available at: faolex.fao.org/docs/pdf/zam42364.pdf.

49 Arbitration (Court Proceedings) Rules, 2001, in Statutory Instrument No. 75 of 2001. Available at: www.judiciaryzambia.com/2016/11/02/statutory-instrument-no-75-of-2001/.