

OVERVIEW & METHODOLOGY

DELOS GUIDE TO ARBITRATION PLACES (GAP)

OVERVIEW: A STUDY OF SAFE SEATS

METHODOLOGY

GAP TRAFFIC LIGHTS FOR ALL JURISDICTIONS

OVERVIEW: A STUDY OF SAFE SEATS

The GAP has been designed to serve multiple purposes, among which five stand out:

- to make available a reliable and maintained arbitration practitioner-friendly guide to places of arbitration globally;
- to provide user-friendly up-to-date guidance for in-house and corporate counsel, notably so that they may reach an informed view of the seats they select for their arbitration agreements;
- to develop and further the notion of ‘safe seats’ and expand the list thereof for the purposes of the Delos model arbitration clause and the efficient practice of arbitration generally;
- to promote certain lesser-known seats through an objective, comparative study; and
- to highlight the diversity of the international arbitration community through the composition of the GAP working group.

The developments that follow explain (1) the notion of ‘safe seats’ and the traffic light system that has been used in the GAP, in order (2) to establish the Delos list of safe seats referenced in the Delos model arbitration clause. The next section explains the methodology used in preparing the GAP and keeping it current. A final section summarises in a table the traffic lights for all jurisdictions covered in the GAP.

1. ‘Safe seats’: a Delos perspective

The notion of a ‘safe seat’ is necessary to distinguish between places of arbitration “*where the legal framework and practice of the courts support recourse to arbitration as a fair, just and cost-effective binding dispute resolution mechanism*”¹ and those “*that materially increases the cost of arbitrating disputes in that place, whether such cost is borne by the parties directly [...] or indirectly by requiring arbitrators, who might otherwise have been inclined towards greater engagement, to temper their efficiency inclination with more or less significant measures of due process conservatism [...] and inefficient adjustments*”.²

A ‘safe seat’ may accordingly be defined on the basis of six criteria, as follows:³

1. Law

A clear effective, modern international arbitration law that recognises and respects the parties’ choice of arbitration as the method for settlement of their disputes:

- by providing the necessary framework for facilitating fair and just resolution of disputes through the arbitration process, notably the ready recognition and enforcement of orders and awards made at the seat, including where proceedings are conducted outside of the seat;
- through adherence to international treaties and agreements governing and impacting the ready recognition and enforcement of foreign arbitration agreements;

¹ Hafez R Virjee, “Activating Arbitration: Four Delos Principles to Achieve Fair and Efficient International Arbitration” (“**Activating Arbitration**”) (Delos, 2017), p. 25; a Spanish translation is available [here](#).

² *Id.*

³ Activating Arbitration, pp. 25-27. The criteria were presented in the article as a mark-up of the CI Arb Centenary Principles, to underline the difference between the Delos focus on the immediate needs of users and practitioners of international commercial arbitration and the CI Arb policy statement to support ‘countries, arbitral institutions, professional bodies and legal sectors’ in “*respond[ing] to the challenge of providing effective and safe arbitration facilities for the 21st century and beyond.*” (CI Arb London Centenary Principles 2015: Introduction)

- (c) by limiting court intervention in disputes that parties have agreed to resolve by arbitration; and
- (d) by providing a clear right to arbitrator immunity from civil liability for anything done or omitted to be done by the arbitrator in good faith in his or her capacity as an arbitrator.

2. Judiciary

An independent judiciary, competent, efficient, with expertise in international commercial arbitration and respectful of the parties' choice of arbitration as their method for settlement of their disputes.

3. Legal Expertise

An independent competent legal profession with expertise in international arbitration and international dispute resolution providing significant choice for parties who seek representation in the courts of the seat.

4. Right of Representation

A clear right for parties to be represented at arbitration by party representatives (including but not limited to legal counsel) of their choice whether from inside or outside the seat.

5. Accessibility and Safety

Easy accessibility to the seat, free from unreasonable constraints on entry, work and exit for parties, witnesses, counsel and arbitrators in international arbitration, adequate safety and protection of the participants, their documentation and information.

6. Ethics

Professional and other norms which embrace a diversity of legal and cultural traditions, and the developing norms of international ethical principles governing the behaviour of arbitrators and counsel.

For each jurisdiction covered in the GAP, traffic lights were assigned for all of the above criteria and sub-criteria.⁴

The purpose of these traffic lights is not to cast judgement but to flag for the reader areas that require greater attention: a 'green' traffic light indicates a positive assessment of the jurisdiction on the given criterion; a 'yellow' traffic light signals the need to exercise caution; and a 'red' traffic light underlines an area of potentially significant difficulty.

Jurisdictions that have received all-green traffic lights may qualify as Delos safe seats. Taking into account their track record history, Delos has updated below its list of safe seats referenced for the purposes of its model arbitration clause and identified three emerging safe seats, which will be confirmed through successive annual reviews of the GAP traffic lights across all jurisdictions.

The list of safe seats also includes jurisdictions not yet covered in the GAP, which are understood to meet all of the above criteria. The list will be reviewed and updated on an annual basis.

As will be apparent from the list, a seat may be 'Delos safe' even if it does not have all of the hallmarks of today's most popular arbitration seats. This is because Delos has "*strip[ped] down the notion of a 'safe seat' to its core, legal function divorced from economic considerations*".⁵ Put differently, Delos makes a clear distinction

⁴ See also the *Methodology* section below.

⁵ *Activating Arbitration*, p. 29.

between the legal place of arbitration and the physical or virtual place from where arbitrations may be conducted.

Regarding the legal place of arbitration, particular care should be given when negotiating an arbitration agreement to selecting a Delos safe seat as the seat of arbitration.⁶

As for the physical place of arbitration, it may be distinct from the legal place of arbitration. The primary considerations in selecting a physical place of arbitration are its convenience, accessibility and the facilities available in light of the needs of the case. In this manner, *“a given place of arbitration may be competitive in the international arbitration market in spite of the fact that it does not meet the criteria for being ‘safe’.”*⁷ Certain jurisdictions may thus seek to leverage their geographic situation to reap the economic benefits of hosting arbitration hearings, meetings and conferences, without necessarily also achieving ‘safe seat’ status. The second edition of the GAP will address this question in greater detail.

2. Delos list of safe seats

As of 1 July 2018, the Delos list of safe seats is as follows:

Amsterdam (The Netherlands)	Munich (Germany)
Auckland (New Zealand)	New York (USA)
Berlin (Germany)	Oslo (Norway)
Calgary (Canada)	Ottawa (Canada)
Copenhagen (Denmark)	Paris (France)
Frankfurt (Germany)	Port Louis (Mauritius)
Geneva (Switzerland)	Porto (Portugal)
The Hague (The Netherlands)	Rotterdam (The Netherlands)
Hamburg (Germany)	Seoul (South Korea)
Helsinki (Finland)	Singapore (Singapore)
Hong Kong (PRC)	Stockholm (Sweden)
Lisbon (Portugal)	Sydney (Australia)
London (UK)	Toronto (Canada)
Madrid (Spain)	Vancouver (Canada)
Miami (USA)	Vienna (Austria)
Montreal (Canada)	Zurich (Switzerland)

In addition, Delos has also identified the following emerging safe seats: Bucharest (Romania), Road Town (BVI) and Valetta (Malta).

⁶ See, further, *Activating Arbitration*, pp. 23-25.

⁷ *Activating Arbitration*, p; 28.

METHODOLOGY

Particular care has been taken in the preparation of the GAP to ensure its usefulness for practitioners.

As an initial step, a detailed analytical framework was developed by the GAP Chairs and General Editors. This served as a basis for participating law firms to research and draft their respective chapters, which were then subjected to critical review by experienced young practitioners (“EYPs”).⁸ None of the EYPs were nationals of the jurisdictions they reviewed or members of the law firm whose chapter they were reviewing and, in many instances, the EYPs had no connection to the jurisdiction in question. The final step in the preparation of each chapter consisted in a traffic light assessment of the jurisdiction.

The analytical framework, EYP review process and traffic light assessment process are presented in turn below. It is intended that the GAP chapters will be maintained and reviewed on a regular basis so that their contents remain up-to-date of key developments, and the final section below addresses the question of version control for the reader. Should there be any difficulties or errors, we would be grateful if you could draw these to the attention of the General Editors at safeseats@delosdr.org and/or the authors from the participating law firm, so that these may be addressed as necessary. We also welcome comments more generally and any suggestions to improve the GAP and make it even more relevant and useful to its users. You can either write to us at the above address or fill out the [GAP Comments Form](#).

1. GAP analytical framework

Each chapter comprises three sections, as developed below:

- a 1-2-page summary of key features for in-house and corporate counsel;
- a 1-2-page checklist and summary of idiosyncrasies for arbitration practitioners; and
- about 10 pages of detailed analysis on key issues at the jurisdiction, for arbitration practitioners.

1.1 Summary sections

The summary sections each follow a standard format. They are frequently introduced by a short paragraph followed by checklist tables, as follows:

In-house and corporate counsel section	Arbitration practitioners' summary
Key places of arbitration in the jurisdiction	Date of arbitration law?
Civil law / Common law environment?	UNCITRAL Model Law? If so, any key changes thereto?
Confidentiality of arbitrations?	Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?
Requirement to retain (local) counsel?	Availability of <i>ex parte</i> pre-arbitration interim measures?

⁸ The list of participating EYPs may be found above, under *Acknowledgements*.

In-house and corporate counsel section	Arbitration practitioners' summary
Ability to present party employee witness testimony?	Courts' attitude towards the competence-competence principle?
Ability to hold meetings and/or hearings outside of the seat?	Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?
Availability of interest as a remedy?	Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?
Ability to claim for reasonable costs incurred for the arbitration?	Other key points to note?
Restrictions regarding contingency fee arrangements and/or third-party funding?	
Party to the New York Convention?	
Other key points to note	
WJP Civil Justice score (2017-2018) [if available]	

1.2 Detailed analysis section

While the summaries are designed for quick-reference purposes, the detailed analysis section allows the reader to become more familiar with the arbitration law of the jurisdiction, stay up-to-date of key developments and gain further insights into the practice of arbitration at the jurisdiction. Where appropriate, sources have been indicated and referenced using short form citations,⁹ and hyperlinked to publicly available materials.

Each chapter has been prepared on the basis of the questions below, which cover the following topics: (i) the legal framework of the jurisdiction, (ii) the arbitration agreement, (iii) intervention of domestic courts, (iv) the conduct of the proceedings, (v) the award, (vi) funding arrangements and (vii) future reform. Certain chapters also include an additional section setting out references for further reading.

Finally, law firms were given full discretion as to how to address the questions, both in terms of the level of detail given to each topic as in terms of the presentation and structure of the analysis. This was designed to avoid the form distracting from an effective discussion of the substance.

1. The legal framework of the jurisdiction

1.1. Is the arbitration law based on the UNCITRAL Model Law?

1.1.1. If yes, what key modifications if any have been made to it?

⁹ Given the nature of the GAP as a practitioner's guide rather than an academic publication, it was made clear that not every point needed to be footnoted.

- 1.1.2. If no, what form does the arbitration law take?
- 1.2. When was the arbitration law last revised?
- 2. The arbitration agreement
 - 2.1. How do the courts in the jurisdiction determine the law governing the arbitration agreement?
 - 2.2. Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?
 - 2.3. What are the formal requirements (if any) for an enforceable arbitration agreement?
 - 2.4. To what extent, if at all, can a third party to the contract containing the arbitration agreement be bound by said arbitration agreement?
 - 2.5. Are there restrictions to arbitrability? In the affirmative:
 - 2.5.1. Do these restrictions relate to specific domains (such as IP, corporate law etc.)?
 - 2.5.2. Do these restrictions relate to specific persons (*i.e.*, State entities, consumers etc.)?
- 3. Intervention of domestic courts
 - 3.1. Will the courts stay litigation if there is a valid arbitration agreement covering the dispute?
 - 3.1.1. If the place of the arbitration is inside of the jurisdiction?
 - 3.1.2. If the place of the arbitration is outside of the jurisdiction?
 - 3.2. How do courts treat injunctions by arbitrators enjoining parties to refrain from initiating, halt or withdraw litigation proceedings?
 - 3.3. On what ground(s) can the courts intervene in arbitrations seated outside of the jurisdiction? (Relates to the anti-suit injunction but not only)
- 4. The conduct of the proceedings
 - 4.1. Can parties retain outside counsel or be self-represented?
 - 4.2. How strictly do courts control arbitrators' independence and impartiality? For example: does an arbitrator's failure to disclose suffice for the court to accept a challenge or do courts require that the undisclosed circumstances justify this outcome?
 - 4.3. On what grounds do courts intervene to assist in the constitution of the arbitral tribunal (in case of ad hoc arbitration)?
 - 4.4. Do courts have the power to issue interim measures in connection with arbitrations? If so, are they willing to consider ex parte requests?
 - 4.5. Other than arbitrators' duty to be independent and impartial, does the law regulate the conduct of the arbitration?
 - 4.5.1. Does it provide for the confidentiality of arbitration proceedings?
 - 4.5.2. Does it regulate the length of arbitration proceedings?
 - 4.5.3. Does it regulate the place where hearings and/or meetings may be held?
 - 4.5.4. Does it allow for arbitrators to issue interim measures? In the affirmative, under what conditions?
 - 4.5.5. Does it regulate the arbitrators' right to admit/exclude evidence? For example, are there any restrictions to the presentation of testimony by a party employee?
 - 4.5.6. Does it make it mandatory to hold a hearing?

- 4.5.7. Does it prescribe principles governing the awarding of interest?
- 4.5.8. Does it prescribe principles governing the allocation of arbitration costs?
- 4.6. Liability
 - 4.6.1. Do arbitrators benefit from immunity to civil liability?
 - 4.6.2. Are there any concerns arising from potential criminal liability for any of the participants in an arbitration proceeding?
- 5. The award
 - 5.1. Can parties waive the requirement for an award to provide reasons?
 - 5.2. Can parties waive the right to seek the annulment of the award? If yes, under what conditions?
 - 5.3. What atypical mandatory requirements apply to the rendering of a valid award rendered at a seat in the jurisdiction?
 - 5.4. Is it possible to appeal an award (as opposed to seeking its annulment)? If yes, what are the grounds for appeal?
 - 5.5. What procedures exist for the recognition and enforcement of awards, what time-limits apply and is there a distinction to be made between local and foreign awards?
 - 5.6. Does the introduction of annulment or appeal proceedings automatically suspend the exercise of the right to enforce an award?
 - 5.7. When a foreign award has been annulled at its seat, does such annulment preclude the award from being enforced in the jurisdiction?
 - 5.8. Are foreign awards readily enforceable in practice?
- 6. Funding arrangements
 - 6.1. Are there restrictions to the use of contingency or alternative fee arrangements or third-party funding at the jurisdiction? If so, what is the practical and/or legal impact of such restrictions?
- 7. Is there likely to be any significant reform of the arbitration law in the near future?

2. EYP review process

Each chapter has been reviewed by 2-3 EYPs to ensure that it is as clear and neutral as possible to the unfamiliar practitioner. The overriding test put to the EYPs was as follows: *“if you were to look up the text before you as part of your everyday work, are there any changes you would suggest to make it of even greater assistance to you?”*

In answering this question, EYPs were asked to consider the following:

- whether the text could stand alone as it was, or whether it raised questions that fell properly within the scope of the GAP, bearing in mind the page-limit and focus on practitioner’s insights rather than academic exhaustivity;
- the organisation of information between the summaries and detailed analysis; and
- whether they were able to relate the legal authorities cited to the text, or otherwise needed clarification. In this regard, the EYPs were encouraged to reach out to the contributing law firm if they needed help with understanding particular points or locating additional materials they believed could be necessary.

3. Traffic light assessment

The final step in the preparation of each chapter was to assign traffic lights across six pre-defined criteria, namely 1/ 'law' (which in turn comprised four sub-criteria), 2/ 'judiciary', 3/ 'legal expertise', 4/ 'rights of representation', 5/ 'accessibility and safety' and 6/ 'ethics'. Together, these criteria make up the definition of a Delos 'safe seat', as discussed in greater detail above, in the *Overview* section.

A 'green' traffic light indicates a positive assessment of the jurisdiction on the given criterion; a 'yellow' traffic light signals the need to exercise caution; and a 'red' traffic light underlines an area of potentially significant difficulty. In exceptional cases, the law firm and/or the EYPs considered it preferable to assign a dual traffic light on a given criterion, *i.e.* yellow and green or yellow and red. Depending on the reader's level of sophistication and/or familiarity with the jurisdiction in question, it may be advisable to lean towards the more conservative of the two traffic lights.

It bears recalling here that the purpose of the traffic lights is not to cast judgement but to flag for the reader areas that require greater attention.

In terms of process for assigning the traffic lights, the EYPs made a proposal for the first two criteria and their sub-criteria (*i.e.*, criteria 1, 1(a), 1(b), 1(c), 1(d) and 2), based on their review of the chapter. The law firms made proposals for the same as well as for criteria 3-6.

Once everyone had assigned their traffic lights, the law firm and the EYPs discussed the criteria over which they differed. This typically allowed everyone to resolve the questions underlying the differences and come to a common conclusion.

In the limited instances where a common position could not be reached, if the EYPs had taken a unanimous view, then their assessment prevailed on the basis that the EYPs' perspective would be reflective of the expectations and perception of a lawyer foreign to the jurisdiction in question. This has been signalled with the following symbol: * . If the EYPs diverged, however, then the views of the law firm prevailed. This has been signalled with the following symbol: + .

Delos is keen to make the traffic lights an increasingly sophisticated and valuable tool. Delos will be developing detailed guidelines to accompany the criteria in order to facilitate user understanding of the traffic lights, and promote consistency and predictability in the definition and assignment of the traffic lights. Delos also invites users and practitioners of international arbitration to share their views of the criteria and experience of the jurisdictions covered in the GAP through the [GAP Comments Form](#).

In this manner, it is anticipated that the traffic lights will be reviewed on an ongoing basis, and an updated consolidated table of traffic lights will be published on an annual basis.

4. Keeping the GAP current and version control

Following publication on 18 June 2018, the chapters of the GAP are kept current of key developments by the participating law firms. Minor edits are reflected directly whereas more substantial changes may undergo the EYP review process, notably in case of change to the arbitration law.

To facilitate the use of the GAP, the following version control annotations have been implemented (i) for individual chapters, (ii) for the combined traffic lights table, (iii) for the combined summaries for in-house and corporate counsel, and for arbitration practitioners and (iv) for the GAP as a whole.

4.1 Version control for individual chapters

The cover page of each chapter contains various indications to help the reader determine how recently and to what extent it has been reviewed and updated.

If only a date is indicated, this is the date when the chapter was finalised for the purposes of publication of the first edition of the GAP on 18 June 2018. For a chapter that was finalised on 9 May 2018, the cover page

will thus state: *"Version: 9 May 2018"*. (For the avoidance of doubt, the applicable edition of the GAP is stated in the footer on every page.)

For all subsequent edits, the cover page will state the following information: the date when the chapter was last updated or reviewed; and *"(VV.RRR)"*, where 'VV' indicates the number of substantial versions of the chapter that have been published, and 'RRR' stands for the number of minor revisions based on the latest version.

In the example of the chapter finalised on 9 May 2018, if it received minor edits on four occasions subsequently, the most recent being 20 October 2018, the cover page will state *"Version: 20 October 2018 (v01.004)"*. If a year later a major change is made to the chapter, for instance due to an important court decision, and the updated chapter is finalised on 20 April 2019, the cover page will state: *"Version: 20 April 2019 (v02.000)"*. Finally, if the chapter is reviewed as of 30 June 2019 and no changes are made thereto, the cover page will state: *"Version: 30 June 2019 (v02.000)"*.

4.2 Version control for the combined traffic lights table

The footer of the table states in the bottom right-hand corner the month and year in which the table was last updated. If more than one update takes place in a given month, a bracket will be added to signal the relevant version. For example, if the table is updated twice in October 2018, the footer will state: *"October 2018 (v2)"*.

4.3 Version control for the combined summaries for in-house and corporate counsel, and for arbitration practitioners

On the cover page, following the main title, the latest version is indicated using the following format: YYYYMMDD-VV.RRR, where 'YYYYMMDD' stands for the date when the latest change was published or review performed, 'VV' indicates the number of substantial versions of the combined summaries and 'RRR' the revision number based on the latest version.

To illustrate, if light changes to one or more summaries are published on 3 August 2018 and a second set of light changes to the same or other summaries are published on 2 September 2018, the annotation will be as follows: *"v20180902-01.002"*. If subsequently, for instance on 10 October 2018, a substantial change is published for one or more summaries, the reference will be updated to *"v 20181010-02.000"*. Finally, if one or more summaries are reviewed as of 2 April 2019 and no changes are made thereto, the reference will be updated to *"v 20190402-02.000"*.

4.4 Version control for the GAP as a whole

On the inside cover page, following the main title, the latest version is indicated using the following format: YYYYMMDD-VVV.RRR, where 'YYYYMMDD' stands for the date when the latest change was published or review performed, 'VVV' indicates the number of substantial changes that have been made to the GAP and 'RRR' shows the revision number based on the latest version.

To illustrate, if light changes are made to one or more GAP chapters on 3 August 2018 and a second set of light changes to the same or other chapters are published on 2 September 2018, the annotation will be as follows: *"v20180902-001.002"*. If subsequently, for instance on 10 October 2018, a substantial change is published for one or more of the chapters and/or the combined traffic lights table is updated, the reference will be changed to *"v20181010-002.000"*. Finally, if one or more GAP chapters are reviewed as of 30 June 2019 and no changes are made thereto, the reference will be updated to *"v 20190630-02.000"*.

Lastly, the version control system for the full GAP will also take into account changes made to the other sections of the GAP, such as the overview and methodology section or the appendix with the Delos model clauses.

GAP TRAFFIC LIGHTS FOR ALL JURISDICTIONS

Jurisdictions	1. Law	(a) Framework	(b) Adherence to international treaties	(c) Limited court intervention	(d) Arbitrator immunity from civil liability	2. Judiciary	3. Legal expertise	4. Rights of representation	5. Accessibility and safety	6. Ethics
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Please note: a 'green' traffic light indicates a positive assessment; a 'yellow' traffic light signals the need to exercise caution; and a 'red' traffic light underlines an area of potentially significant difficulty. The traffic lights were assigned by the law firms for all 6 criteria and the EYPs for criteria 1-2; where they could not agree, † indicates that the unanimous views of the EYPs prevailed, and + indicates that the EYPs differed and the law firm views prevailed.

Delos is keen to make the traffic lights an increasingly sophisticated and valuable tool. Delos invites users and practitioners of international arbitration to share their experience of the jurisdictions covered in the GAP through the [GAP Comments Form](#). The traffic lights will be reviewed on an ongoing basis, and an updated consolidated table of traffic lights will be published annually.

Albania	●	●	●	●	●	●	●	●	●	●
Algeria †	●	●	●	●	●	●	●	●	●	●
Argentina †	●	●	●	●	●	●	●	●	●	●
Austria	●	●	●	●	●	●	●	●	●	●
Bahrain	●	●	●	●	●	●	●	●	●	●
Brazil	●	●	●	●	●	●	●	●	●	●
British Virgin Islands	●	●	●	●	●	●	●	●	●	●
Bulgaria	●	●	●	●	●	●	●	●	●	●
Canada	●	●	●	●	●	●	●	●	●	●
China (Mainland) †	●	●	●	●	●	●	●	●	●	●
Czech Republic	●	●	●	●	●	●	●	●	●	●
Denmark	●	●	●	●	●	●	●	●	●	●
Dominican Republic	●	●	●	●	●	●	●	●	●	●
Egypt †	●	●	●	●	●	●	●	●	●	●
England & Wales (UK)	●	●	●	●	●	●	●	●	●	●
Finland	●	●	●	●	●	●	●	●	●	●
France	●	●	●	●	●	●	●	●	●	●
Gambia, The	●	●	●	●	●	●	●	●	●	●
Germany	●	●	●	●	●	●	●	●	●	●
Ghana	●	●	●	●	●	●	●	●	●	●
Guinea	●	●	●	●	●	●	●	●	●	●
Iceland	●	●	●	●	●	●	●	●	●	●
Indonesia †	●	●	●	●	●	●	●	●	●	●
Iran	●	●	●	●	●	●	●	●	●	●
Italy	●	●	●	●	●	●	●	●	●	●
Japan	●	●	●	●	●	●	●	●	●	●
Latvia	●	●	●	●	●	●	●	●	●	●
Lebanon †	●	●	●	●	●	●	●	●	●	●
Lithuania	●	●	●	●	●	●	●	●	●	●
Luxembourg †	●	●	●	●	●	●	●	●	●	●
Malta	●	●	●	●	●	●	●	●	●	●
Mauritius	●	●	●	●	●	●	●	●	●	●

Jurisdictions

- 1. Law**
- (a) Framework
- (b) Adherence to international treaties
- (c) Limited court intervention
- (d) Arbitrator immunity from civil liability
- 2. Judiciary**
- 3. Legal expertise**
- 4. Rights of representation**
- 5. Accessibility and safety**
- 6. Ethics**

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Jurisdiction	1. Law	(a) Framework	(b) Adherence to international treaties	(c) Limited court intervention	(d) Arbitrator immunity from civil liability	2. Judiciary	3. Legal expertise	4. Rights of representation	5. Accessibility and safety	6. Ethics
Netherlands, The	●	●	●	●	●	●	●	●	●	●
Nigeria	●	●	●	●	●	●	●	●	●	●
Norway	●	●	●	●	●	●	●	●	●	●
Pakistan	●	●	●	●	●	●	●	●	●	●
Paraguay †	●	●	●	●	●	●	●	●	●	●
Peru	●	●	●	●	●	●	●	●	●	●
Philippines, The	●	●	●	●	●	●	●	●	●	●
Poland	●	●	●	●	●	●	●	●	●	●
Portugal	●	●	●	●	●	●	●	●	●	●
Romania	●	●	●	●	●	●	●	●	●	●
Russia	●	●	●	●	●	●	●	●	●	●
Serbia	●	●	●	●	●	●	●	●	●	●
Singapore	●	●	●	●	●	●	●	●	●	●
Slovakia	●	●	●	●	●	●	●	●	●	●
Spain	●	●	●	●	●	●	●	●	●	●
Sweden	●	●	●	●	●	●	●	●	●	●
Switzerland	●	●	●	●	●	●	●	●	●	●
Togo	●	●	●	●	●	●	●	●	●	●
Ukraine †	●	●	●	●	●	●	●	●	●	●
United Arab Emirates (UAE) †	●	●	●	●	●	●	●	●	●	●
United States of America (USA)	●	●	●	●	●	●	●	●	●	●
– California	●	●	●	●	●	●	●	●	●	●
– Florida	●	●	●	●	●	●	●	●	●	●
– New York	●	●	●	●	●	●	●	●	●	●
– Washington D.C.	●	●	●	●	●	●	●	●	●	●
Zambia	●	●	●	●	●	●	●	●	●	●