

GUIDE TO ARBITRATION PLACES (GAP)

ITALY

CHAPTER PREPARED BY

CECILIA CARRARA AND RICCARDO FAVARO
OF **LEGANCE**



FOR FURTHER INFORMATION

[GAP TABLE OF CONTENTS](#) | [GAP TRAFFIC LIGHTS FOR ALL JURISDICTIONS](#) | [FULL GAP ONLINE](#)

EN [DELOS MODEL CLAUSES](#)
ES [DELOS CLÁUSULAS MODELO](#)
FR [DELOS CLAUSES TYPES](#)
PT [DELOS CLÁUSULAS MODELO](#)

SAFESEATS@DELOSDR.ORG | DELOSDR.ORG

JURISDICTION INDICATIVE TRAFFIC LIGHTS

- | | |
|--|---|
| 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 | ● |
| Evolution of above compared to previous year | ~ |
| 7. Tech friendliness | ● |
| 8. Compatibility with the Delos Rules | ● |

VERSION: 3 JULY 2021 (v01.00)

There have not been any material changes requiring an update to this chapter (including the traffic lights) since the date of the latest version. Nonetheless, please note that this chapter does not constitute legal advice and its authors, the contributing law firm and Delos Dispute Resolution decline any and all responsibility.

IN-HOUSE AND CORPORATE COUNSEL SUMMARY

Key places of arbitration in the jurisdiction?	Milan, Rome.
Civil law/common law environment? (if mixed or other, specify)	Civil law.
Confidentiality of arbitrations?	Not required by law. However, lawyers have an ethical duty of confidentiality that applies also in the context of an arbitration. In addition, the Code of Ethics of the National Bar Association (" Code of Ethics ") has a specific provision on arbitration, imposing a duty to maintain the confidentiality of arbitration proceedings on any lawyer acting as arbitrator. Arbitral institutions also tend to impose a duty of confidentiality on the parties, their counsels, arbitrators and experts. Recently, subject to the parties' consent, the publication of awards has been encouraged by arbitral institutions.
Requirement to retain (local) counsel?	No.
Ability to present party employee witness testimony?	The law does not prevent parties from presenting employees as witnesses.
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?	<p>The Italian Civil Code and the Code of Ethics require that a lawyer's compensation be proportional with the services offered. While the compensation can be proportional with the estimate value of the dispute (determined <i>ex ante</i>), Article 25 of the Code of Ethics explicitly prohibits compensation consisting in the attribution of part or all of the proceeds of the litigation/disputed assets. Hence, contingency fees are not admitted.</p> <p>Third party funding is not regulated by Italian Law. We are not aware of any specific judicial precedent, though third party funding is becoming increasingly used also in Italy. The Milan Arbitration Chamber requires parties to disclose the existence of a third-party funder.</p>
Party to the New York Convention?	Yes (with no reservations).
Party to the ICSID Convention?	Yes.

Compatibility with the Delos Rules?	Yes.
Default time-limitation period for civil actions (including contractual)?	The standard time-limitation for civil actions (including contractual) is 10 years. In case of a non-contractual civil action, the statutory limitation is 5 years. Other shorter time-limitation periods apply in special circumstances.
Other key points to note?	<p>According to Article 818 of the Code of Civil Procedure, arbitrators acting in proceedings seated in Italy cannot grant enforceable interim measures, including security for costs, unless otherwise provided by law (e.g., corporate arbitrations).</p> <p>There is also a distinction between the so-called <i>arbitrato rituale</i> and <i>arbitrato irrituale</i>. Although both kinds of arbitration represent forms of alternative dispute resolution, only the <i>arbitrato rituale</i> produces an award which is equivalent to a judicial decision and falls under the scope of the New York Convention of 1958. In the context of an <i>arbitrato irrituale</i> the parties ask to the arbitrator/s to issue a decision which is equivalent to a contractual determination. In case the parties will not comply with the award this will amount to a contractual breach and the diligent party shall start ordinary court proceedings.</p>
World Bank, Enforcing Contracts: <i>Doing Business</i> score for 2020, if available?	53.1
World Justice Project, Rule of Law Index: <i>Civil Justice</i> score for 2020, if available?	0.56

ARBITRATION PRACTITIONERS' SUMMARY

Date of arbitration law?	<p>The rules concerning arbitration in general are contained in Articles 806-840 of the Code of Civil Procedure, as reformed by Legislative Decree no. 40 of 2006.</p> <p>Special types of arbitration are regulated by different laws. By way of example, arbitration in corporate matters is regulated by Legislative Decree no. 5 of 2003, and the Italian Code of Public Contracts of 2016 provides specific regulations concerning arbitration proceedings in public works.</p> <p>Legislative Decree no. 132 of 2014 was introduced to allow parties to transfer their litigation originally started in front of a national court to a special arbitration procedure.</p>
UNCITRAL Model Law? If so, any key changes thereto? 2006 version?	Generally, Italy has incorporated most of the principles of the UNCITRAL Model Law within the Code of Civil Procedure. However, two main differences must be underlined: arbitrators may not grant enforceable interim measures; also arbitrators can be liable in case of gross negligence / serious misconduct (<i>colpa grave</i>).
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Not officially. Arbitration-related matters (e.g., opposition to the enforcement of the arbitral award) are dealt with by the Courts of Appeal of the district where the arbitration is seated. However, in practice, it emerges that these matters are almost always addressed by the same sections of the Courts (e.g., the First Section of the Milan Courts of Appeal).
Availability of <i>ex parte</i> pre-arbitration interim measures?	Parties shall resort to local courts to obtain interim measures before the commencement of arbitration proceedings. These measures may be obtained <i>ex parte</i> when there is a risk that the implementation of the sought measure would be jeopardized by summoning both parties (Code of Civil Procedure, Art. 669-sexies).
Courts' attitude towards the competence-competence principle?	According to Article 816 of the Code of Civil Procedure, which enucleates the <i>Kompetenz-Kompetenz</i> principle, arbitrators can decide on their own jurisdiction. Italian courts abide by this principle.
May an arbitral tribunal render a ruling on jurisdiction (or other issues) with reasons to follow in a subsequent award?	No, as the reasoning is expressly provided for as an essential requisite of the award by Article 823 of the Code of Civil Procedure.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	Yes, in case of arbitrations seated in Italy, the Parties may agree that arbitral awards may be challenged also in case of violations of rules of law (Article 829 para. 3 of the Code of Civil Procedure). Further, awards may be challenged if not all arbitrators have participated in the deliberations and if the award is not signed by all arbitrators without an explicit dissent or other justification of the non-signatory.

<p>Do annulment proceedings typically suspend enforcement proceedings?</p>	<p>In the context of annulment proceedings, according to Article 830 of the Code of Civil Procedure, a party may ask the court to suspend the enforcement of the award. The court shall assess the presence of serious reasons (<i>gravi motivi</i>) to suspend the enforcement of the award.</p>
<p>Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?</p>	<p>A party may oppose the decree granting enforcement of a foreign award which was annulled at the seat. Pursuant to Art. 840 of the Code of Civil Procedure the award becomes unenforceable in Italy.</p>
<p>If an arbitral tribunal were to order a hearing to be conducted remotely (in whole or in part) despite a party's objection, would such an order affect the recognition or enforceability of an ensuing award in the jurisdiction?</p>	<p>According to Article 816 <i>bis</i> of the Code of Civil Procedure, the Arbitral Tribunal can conduct the proceedings in its discretion, as long as the parties have a fair and equal opportunity to present their case (Code of Civil Procedure, Art. 816 <i>bis</i>).</p> <p>However, due to the legislation that was passed during the COVID-19 pandemic directed at the national courts and extended to arbitration proceedings, the Arbitral Tribunal would have to seek the consent from the parties to hold a hearing remotely (Legislative Decree no. 34/2020, Art. 221).</p> <p>On the other hand, a party cannot be compelled to attend a hearing in person and has the right to participate remotely (Legislative Decree no. 34 of 2020, Art. 221), nor should the consent to hold a hearing remotely be unreasonably withheld.</p> <p>In practice, Arbitral Tribunals exercised their discretion to dispose remote hearings during the pandemic unless there were compelling reasons and/or specific motivated reasons of a party to insist for a hearing in person.</p>
<p>Key points to note in relation to arbitration with and enforcement of awards against public bodies at the jurisdiction?</p>	<p>In the case of a contract that falls under the scope of application of the Code of Public Contracts (generally, a contract subject to a tender procedure), any arbitration agreement must receive the prior, motivated, approval of the body governing the State entity party to the Contract (Code of Public Contracts, Art. 209). In the absence of such approval, the arbitration agreement is considered null and void. In practice, the tender will reflect whether the Public Contract will contain an arbitration clause and it should contain a separate, motivated, authorization concerning the arbitration clause. In case the tender documentation does not contain the motivated authorization providing for the arbitration clause, it is advisable for any interested party to contact the administration requesting a copy of the document. In any event, the party winning the public contract may oppose the arbitration agreement within 20 days of winning the contract, and the arbitration agreement will be considered inexistent (Code of Public Contracts, Art. 209).</p> <p>On the other hand, in relation to contracts that remain outside of the scope of application of the Code of Public Contracts, no specific provision restricts the ability of the State, or State Entity, to resort to Arbitration, nor limits the enforceability of the awards (other than the general principles on immunity, to the extent applicable).</p>

Is the validity of blockchain-based evidence recognised?	Yes. The validity of blockchain-based evidence is confirmed by Article 8 <i>ter</i> of the Law Decree no. 135 of 14 December 2018 (converted by Law no. 12 of 2019).
Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?	<p>Article 8 <i>ter</i> of the Law Decree no. 135 of 14 December 2018 (converted by Law no. 12 of 2019) recognizes contracts that are recorded on a blockchain. While there is no case law, nothing suggests that this should not apply also to arbitration agreements and/or awards.</p> <p>Concerning an award recorded on a blockchain, there is no case law on the implementation of Law no. 12 of 2019 and it may be therefore questionable how the requirement for the party seeking enforcement to provide the <i>original</i> of the award may be satisfied.</p>
Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?	To the best of our knowledge, there is no case-law on this matter. However, in view of the fact that Article 8 <i>ter</i> of the Law Decree no. 135 of 14 December 2018 (converted by Law no. 12 of 2019) recognizes electronic contracts (" <i>Smart contracts</i> ", which " <i>meet the requirement of written form after the digital identification of the parties involved</i> "), one may maintain that the written form prescribed under Article II of the 1958 New York Convention is complied with.
Other key points to note?	ϕ

JURISDICTION DETAILED ANALYSIS

1. The legal framework of the jurisdiction

1.1 Is the arbitration law based on the UNCITRAL Model law? 1985 or 2006 version?

While there is no explicit reference, Italian arbitration law incorporates the principles set forth in the 1985 version UNCITRAL Model Law. Italian arbitration law has not been subject to a thorough reform since February 2006, prior to the enactment of the 2006 version of the UNCITRAL Model Law.

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

Two main differences from the UNCITRAL Model Law must be underlined.

First, according to Article 818 of the Code of Civil Procedure, arbitrators by default may not order (enforceable) interim or emergency measures (with one sole exception in the case of arbitration on corporate matters).

Second, according to Article 813 *ter* of the Code of Civil Procedure, parties may seek to invoke arbitrators' liability in case of gross negligence / serious misconduct (*colpa grave*), or in case of unjustified resignation.

1.2 When was the arbitration law last revised?

The last comprehensive revision of Italian arbitration law was completed in February 2006, with Legislative Decree 40/2006. Since then, Parliament and Government have sporadically intervened to regulate some specific aspects.

2. The arbitration agreement

2.1 How do the courts in the jurisdiction determine the law governing the arbitration agreement?

In the absence of a choice of law agreement with regard to the arbitration clause, the Italian courts apply the law of the seat as the law governing the arbitration agreement.

2.2 In the absence of an express designation of a 'seat' in the arbitration agreement, how do the courts deal with references therein to a 'venue' or 'place' of arbitration?

According to Article 816 of the Code of Civil Procedure, if the parties have failed to designate the seat of the arbitration, the arbitrators will have to designate it. In fact, the indication of the seat of the arbitration is required for the award to be valid (Code of Civil Procedure, Art. 829). If the clause contains a reference to a "venue" or "place" but does not expressly designate a seat, this shall generally be considered also as an implied consent to designate the seat.

Furthermore, Article 816 of the Code of Civil Procedure lays the criteria to determine the seat of an arbitration. In the absence of an indication, the seat will be at the place where the arbitration clause was contracted. If the clause was contracted abroad, Rome will be the seat of the arbitration.

2.3 Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?

Yes. The principle of separability of the arbitration agreement is expressly recognized by Article 808 of the Code of Civil Procedure.

2.4 What are formal requirements (if any) for an enforceable arbitration agreement?

In general, Articles 807-808 of the Code of Civil Procedure require the arbitration agreement to exist in writing and to describe its scope of application.

Article 807 of the Code of Civil Procedure specifies that an agreement stipulated via telefax or email is recognized as existing in writing.

Furthermore, an arbitration agreement does not have to exist in one unique document. For instance, the Italian Supreme Court (“*Corte di Cassazione*”), has ruled that an exchange of letters containing respectively the proposal to defer a dispute to arbitration and its acceptance constituted a valid arbitration agreement.¹

However, if the arbitration agreement is included in the general terms and conditions of one of the parties, or if the contract is stipulated via a form produced by one of the parties, the other party must specifically approve the arbitration clause (Civil Code, Arts. 1341-1342). Hence, the simple demonstration that the opposing party had access to the document bearing the arbitration clause will not be sufficient to qualify a valid arbitration agreement.

2.5 To what extent, if at all, can a third party to the contract containing the arbitration agreement be bound by said arbitration agreement?

Compared to other countries, such as France where the Courts are willing to extend an arbitration clause towards non-signatories if, for instance, they acquired substantive rights and obligations arising out of the main contract, Italy takes a stricter stance concerning the applicability of an arbitration agreement towards third parties. As a general rule, an arbitration agreement cannot be effectively opposed to a third party.

There are two main exceptions to this principle. First, if the contract containing the arbitration agreement is transferred during the course of the arbitration, the transferee can be compelled to join the arbitration proceedings (Code of Civil Procedure, Arts. 816 *quinques* and 111). Second, a third party to an arbitration agreement can be compelled to join arbitration proceedings if the arbitration clause was contained in a contract stipulated in the interest of the third party and the latter has benefitted from the execution of the contract (Civil Code, Art. 1411).

In the case where the third party to the arbitration agreement wishes to intervene in the proceedings (*i.e.*, voluntary intervention), the third party may do so provided that the parties in the arbitration and the Arbitral Tribunal express their agreement (Code of Civil Procedure, Art. 816 *quinquies*). The scholarly writings are divided in determining whether each arbitrator has to consent to the voluntary intervention or whether the majority of the Arbitral Tribunal is sufficient to validly accept a voluntary intervention.²

Finally, a third party may force its entry in the arbitration proceeding, without the agreement of the parties and the Arbitral Tribunal, if the third party is the holder of a right that is dependent or connected to the right held by one of the parties and the third party wishes to intervene in support of one of the parties, e.g., a subcontractor (Code of Civil Procedure, Art. 816 *quinques*).³

2.6 Are there restrictions to arbitrability? In the affirmative:

The restrictions on arbitrability are set out in general terms by Article 806 of the Code of Civil Procedure. This provision only allows arbitration when the parties have full disposal of the rights at stake and unless otherwise provided by law. For instance, disputes concerning the civil status of physical persons, parenthood, separation and/or divorce and its economic consequences, tax issues, some labour and consumers’ disputes or disputes requiring the presence of a prosecutor cannot be deferred to arbitration.

¹ Italian Supreme Court, decision no. 1989 of 2000.

² M.V. Benedettelli, C. Consolo, L.G. Radicati Di Brozolo *et. al.*, *Commentario breve al diritto dell'arbitrato nazionale ed internazionale*, CEDAM, 2017, p. 269.

³ M.V. Benedettelli, C. Consolo, L.G. Radicati Di Brozolo *et. al.*, *Commentario breve al diritto dell'arbitrato nazionale ed internazionale*, CEDAM, 2017, p. 270.

2.6.1 Do these restrictions relate to specific domains (such as anti-trust, employment law etc.)?

There are limitations to arbitrability with regard to specific domains; these vary and are regulated by individual provisions in different statutes. For instance, Article 54 of the Law no. 392/1978 declares void any arbitration agreement on the determination of rent for residential buildings.

Concerning employment law, Article 806 of the Code of Civil Procedure sets out a principle of non-arbitrability of employment disputes, unless where permitted by law or by national contracts.

Concerning antitrust disputes, these can be deferred to arbitration according to both Italian law and European law. Similarly, disputes between private parties revolving on the application of the European regulation no. 139/2004 (so called EC Merger Regulation) can be deferred to arbitration.

2.6.2 Do these restrictions relate to specific persons (i.e., State entities, consumers etc.)?

The limitations to arbitrability can also extend to specific persons. In relation to consumers, according to the EU Directive 93/13 (transferred into Italian law by the Consumer Code, Art. 33.2.v-bis, Legislative Decree 6 September 2005, no. 26), an arbitration clause inserted in a consumer contract is presumed to be abusive and cannot be efficiently enforced against the consumer against his/her will. Clearly, once the dispute has originated, the consumer and the professional can convene to defer the specific dispute to arbitration, following the standard requirements put forward by Article 807 of the Code of Civil Procedure.

Concerning State entities, a distinction needs to be put forward. There are no particular preclusions preventing the State, or State entities in general, to stipulate an arbitration agreement, as long as the State or its entity is acting as a private party in a contract (unless in the case of an investment arbitration). Arbitration is also open to disputes that would normally fall under the jurisdiction of the administrative court, as long as they concern rights of which the parties have full disposal.

On the other hand, in case of a contract falling under the scope of the Code of Public Contracts (generally, the contracts that are assigned via a public tender), Article 209 of the Code of Public Contracts dictates that any arbitration clause requires the prior motivated approval of the body representing the State entity party to the contract. Without the prior and separate authorization of the relevant body, the arbitration agreement is null and void (Code of Public Contracts, Art. 209) and the dispute cannot be deemed arbitrable.⁴ The public tender will reflect whether such an approval was granted and the tender documentation should include the authorization to insert the arbitration clause. In case the tender documentation does not contain the separate authorization, it is advisable to interested bidders to contact the relevant administration.

In any event, the party winning the contract may choose to denounce the arbitration clause within 20 days from winning the public tender. In that case, the arbitration agreement is deemed to have never come into existence (Code of Public Contracts, Art. 209).

Article 209 of the Code of Public Contracts is only applicable to disputes deriving from the *execution* of a public contract. Hence, a dispute deriving from the attribution of the contract falls under the standard provisions of the Code of Civil Procedure and the arbitration clause inserted in the tender can be held valid even in the absence of a prior approval.⁵ In sum, the validity of the *same* arbitration clause can depend on the nature of the dispute.

⁴ M.V. Benedettelli, C. Consolo, L.G. Radicati Di Brozolo *et. al.*, *Commentario breve al diritto dell'arbitrato nazionale ed internazionale*, CEDAM, 2017, pp. 542-544.

⁵ M.V. Benedettelli, C. Consolo, L.G. Radicati Di Brozolo *et. al.*, *Commentario breve al diritto dell'arbitrato nazionale ed internazionale*, CEDAM, 2017, p. 545.

3. Intervention of domestic courts

3.1 Will the courts stay litigation if there is a valid arbitration agreement covering the dispute?

When a matter covered by an arbitration agreement has been brought to court, the defendant must object to the court's competence in the first statement of defence (Code of Civil Procedure, Art. 819 *ter*). If the party fails to raise the objection, it is deemed to have waived its right to resort to arbitration in relation to the claim that is litigated in front of the national court (the arbitration agreement will remain enforceable for other, different claims).

However, in case of a prompt objection from the defendant based on the presence of a valid arbitration agreement, the court will deny its competence and end the litigation. The court's order upholding or denying its competence can only be challenged in front of the Italian Supreme Court (Code of Civil Procedure, Arts. 819 *ter*, 42 and 47).

Hence, the Courts would not stay their proceedings, waiting for a determination from the arbitral tribunal, but they should declare their lack of competence in the presence of a valid arbitration clause.

3.2 How do courts treat injunctions by arbitrators enjoining parties to refrain from initiating, halt or withdraw litigation proceedings?

Arbitrators do not have the power according to Italian law to grant any type of enforceable interim or emergency measures (Code of Civil Procedure, Art. 818). If they do, such injunctions would not be considered enforceable by Italian courts. This means that also where institutional rules or the arbitration clause provides otherwise, arbitrators may not grant enforceable urgency measures.

If the injunction was issued in the context of a foreign arbitration, not subject to Italian law as *lex arbitri*, Italian Courts would still not recognize it as enforceable in Italy.

3.3 On what ground(s) can the courts intervene in arbitrations seated outside of the jurisdiction? (Relates to anti-suit injunctions/anti-arbitration injunctions or orders, but not only)

According to the Italian Code of Civil Procedure: "*the parties determine the seat of the arbitration within the Republic*" (Code of Civil Procedure, Art. 816). Hence, according to Italian law, the arbitration is deemed national if it has seat within the Republic or foreign if the seat is located outside.⁶

In the case of an arbitration seated outside the jurisdiction (i.e., a foreign arbitration) the Italian courts are not competent to intervene during the proceedings.⁷

However, there might be an exception to this rule in relation to interim measures that have to be enforced in Italy. In that case, Article 10 of the Law no. 218 of 31 May 1995 dictates that Italian courts are competent to grant interim relief. Italian Courts may also support foreign courts and/or arbitral tribunals in activities concerning the summoning of witnesses and/or other orders requiring the exercise of public force. However, this hardly ever occurs.

With regard to the issue of anti-suit injunctions, these are not contemplated in the Italian legal system and an Italian Court would not issue an anti-suit injunction in favour of a foreign arbitration.

⁶ L. Salvaneschi, V. Allavena, A. Carlevaris *et. al.*, "Contenzioso Civile: Arbitrato", *Itinera Guide Giuridiche Ipsoa*, Wolters Kluwer Italia, 2020, p. 7.

⁷ L. Salvaneschi, V. Allavena, A. Carlevaris *et. al.*, "Contenzioso Civile: Arbitrato", *Itinera Guide Giuridiche Ipsoa*, Wolters Kluwer Italia, 2020, p. 442.

4. The conduct of the proceedings

4.1 Can parties retain foreign counsel or be self-represented?

Parties are not required to retain counsel in an arbitration proceeding and can represent themselves freely. If parties decide to seek assistance in the proceedings, they are not required to retain a lawyer; parties can be assisted by any capable physical person, who will be able to represent parties in the proceedings.

Hence, parties are free to retain foreign counsel (Code of Civil Procedure, Art. 816 *bis*).

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?

Article 815 of the Code of Civil Procedure provides the exhaustive list of reasons that can justify a challenge against an arbitrator.

In particular, Article 815 dictates that an arbitrator can be challenged when:

- (i) the arbitrator does not have the qualifications that the parties had agreed;
- (ii) the arbitrator, personally or via an entity he/she controls, has an interest in the case;
- (iii) if the arbitrator, or his/her spouse, or any relative up to the fourth degree lives, or as a renowned friendship, with one of the parties, their legal representative and their counsel;
- (iv) if the arbitration of his/her spouse has a renowned enmity towards one of the parties, their legal representative and their counsel;
- (v) if the arbitrator is employed by one of the parties or provides regular consultations to one of the parties or that shares any patrimonial relations with one of the parties that can generate a suspect as of the impartiality of the arbitrator;
- (vi) if the arbitrator has provided legal advice to one of the parties previously in the same matter, or has been called to testify in the same matter.

Arbitral Chambers are free to implement stricter regulations in relation to the impartiality and independence of the arbitrators. For instance, the Arbitral Chamber of Milan requires arbitrators to submit a declaration of independence and impartiality when accepting their mission (Deontological Code of Arbitrators, Arbitral Chamber of Milan, Art. 7).

Finally, when lawyers act as arbitrators, they are also subject to a specific provision in the Code of Ethics that includes requirements in terms of independence and impartiality (Code of Ethics, Art. 61).

4.3 On what grounds do courts intervene to assist in the constitution of the Arbitral Tribunal (in case of *ad hoc* arbitration)?

Courts can intervene, on a party's motion, to assist in the constitution of the Arbitral Tribunal, whenever the seat of arbitration is in Italy.

Article 810 of the Code of Civil Procedure states that a respondent in an arbitration has twenty days to appoint its arbitrator from the receipt of the notification of the claimant's appointment. If the respondent does not make an appointment in the 20-day period, the respondent is considered to have irrevocably lost its right to appoint its arbitrator.

In that case, the claimant may ask the national courts to nominate respondent's arbitrator. In particular, the claimant will address its motion to the President of the Court that has competence over the seat of the arbitration. If the seat has not been identified yet, the claimant will seize the president of the court which is

competent over the place where the arbitration agreement was signed, or, by default, the claimant will address the President of the Court of Rome (Code of Civil Procedure, Art. 810).

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?

As the arbitrators are deprived of the power to issue interim and emergency measures, those can be granted by the national courts (Code of Civil Procedure, Art. 818) throughout the whole arbitration proceedings. Also, it is indeed common for these types of measures to be granted *ex parte*.

4.5 Other than arbitrators' duty to be independent and impartial, does the law regulate the conduct of the arbitration?

Yes. The conduct of the arbitration is regulated by the Code of Civil Procedure. The Code of Civil Procedure is organized as follows:

- Title VIII, Section IV, Chapter III (Code of Civil Procedure, Arts. 816-819) on the conduct of *ad hoc* proceedings;
- Title VIII, Section IV, Chapter IV (Code of Civil Procedure, Arts. 820-826) on the award;
- Title VIII, Section IV, Chapter VI (consisting of one single article: Code of Civil Procedure, Art. 832) on the conduct of administrated arbitrations.

In particular, article 816 *bis* of the Code of Civil Procedure outlines the main principles that apply to the conduct of arbitration proceedings. The article stresses that parties may identify in their arbitration agreement the procedural rules under which the proceeding should be administered. In the presence of such indication, the arbitrators have to abide by the parties' choice.

In the event that the parties have not determined, prior to the commencement of the arbitration, the procedural rules applicable to the proceeding, Article 816 *bis* grants arbitrators the power to regulate the conduct of the proceeding, provided that both parties have a fair and equal opportunity to present their case.

Furthermore, if the parties refer to the rules of an arbitral institution, Article 832 of the Code of Civil Procedure clarifies that in case of incompatibility between a provision contained in the arbitration agreement and the rules under which the parties have submitted the dispute, the arbitration agreement must prevail.

4.5.1 Does it provide for the confidentiality of arbitration proceedings?

The law does not expressly impose a duty of confidentiality in relation to arbitration proceedings.

As stated, the Code of Ethics requires counsels to maintain the confidentiality of any information they acquired in the course of their mission. The Code of Ethics also refers to arbitration proceedings specifically, requiring attorneys to maintain confidentiality even if they are acting as arbitrators (Code of Ethics, Art. 61).

Also, in their arbitration rules, both the Milan Chamber of Arbitration and the Rome Chamber of Arbitration establish a duty of confidentiality that applies to any employee of the Chamber, the Arbitral Tribunal, counsels, parties and expert witnesses (Milan Arbitration Chamber, Arbitration Rules, Art. 8; National and International Arbitration Chamber, Rome Bar Association, Rules on the Conduct of the Proceedings, Art. 8). Finally, the publication of the award for academic reasons is allowed by both Chambers under strict conditions:

- (i) the award must be redacted in a way that the identification of the parties becomes impossible; and
- (ii) neither party must have objected to the publication within 30 days from the notification of the award.

4.5.2 Does it regulate the length of arbitration proceedings?

The Italian Code of Civil Procedure provides for a strict timeline of arbitration proceedings. Article 820 of the Code of Civil Procedure states that, unless otherwise agreed by the parties to the proceedings, the arbitrators must render the award within 240 days from the constitution of the Arbitral Tribunal.

An extension of 180 days is automatically granted by the same article in some specified cases:

- (i) the Arbitral Tribunal needs further evidence;
- (ii) an expert is appointed;
- (iii) the Arbitral Tribunal issues either a non-final or a partial award;
- (iv) the composition of the Arbitral Tribunal is modified.

Other than in these four cases, the arbitral tribunal cannot by itself extend the timeframe to render the award. If more time is needed, the arbitral tribunal must request the parties to grant a written extension. Without the agreement from both parties, the arbitral tribunal must seize the President of the competent local court to obtain an extension (before the expiry of the term).

If the arbitral tribunal fails to obtain an extension and does not render an award within the prescribed time-period, any party may require the arbitral tribunal to consider its mission extinguished (Code of Civil Procedure, Art. 821). The proceedings will be considered terminated and any award rendered after the party's motion will be considered void (Code of Civil Procedure, Arts. 820, 821 and 829). Failure to produce an award within the required timeframe may lead to the personal liability of the arbitrators (Code of Civil Procedure, Art. 813 *ter*).

4.5.3 Does it regulate the place where hearings and/or meetings may be held, and can hearings and/or meetings be held remotely, even if a party objects?

The law states that the arbitrators may hold hearings, and more broadly accomplish every step of the arbitration proceeding, in a place other than the seat, even abroad (Code of Civil Procedure, Art. 816). More generally, in the absence of specific stipulations in the arbitration agreement, the arbitrators are the masters of the proceedings and they can decide on how and where to hold the arbitration.

According to the usual interpretation of Article 816 *bis* of the Code of Civil Procedure, the arbitrators are free to conduct the proceedings remotely, provided that each party has a fair and equal opportunity to present its case, and that parties have not reached a different agreement in the arbitration clause.

However, due to the COVID-19 pandemic, the Government introduced a special rule permitting national courts to hold hearings remotely, as long as:

- each party consents to the online conduct of the hearing;
- the hearing is attended solely by the tribunal, the parties and their counsels;
- and, if parties wish to attend, that each party and their counsel are physically in the same location (*i.e.*, they must be able to attend using the same device).⁸

While the provision was originally applicable exclusively to national courts, its application was then extended to military courts and arbitration proceedings.⁹ This provision has been harshly criticized as several scholars suggested that it should at least not apply if all the parties agree to a remote hearing. Arbitration institutions

⁸ Article 221, Legislative Decree no. 34/2020.

⁹ Article 23, Legislative Decree no. 117/2020.

and practitioners filed a petition to amend the provision,¹⁰ as its application to arbitration proceedings is unclear.

4.5.4 Does it allow for arbitrators to issue interim measures? In the affirmative, under what conditions?

As stated, in Italy arbitrators may not issue enforceable interim measures (Code of Civil Procedure, Art. 818).

The only exception to this rule can be found in arbitration of corporate matters. In that case, courts would recognize and enforce interim orders as arbitration of corporate matters is subject to specific provisions contained within Legislative Decree no. 5 of 2003 (in particular, Arts. 34-37), which specifically allow for interim orders. In fact, Article 35, paragraph 5, of the abovementioned decree dictates that the arbitral tribunal may suspend the effects of a shareholder's resolution if the dispute revolves around its validity, as a way to provide interim relief.

In any event, while the courts would not recognize and enforce an order granting some form of interim relief (except for the arbitration on corporate matters), the arbitral tribunal may issue such an order relying on the spontaneous compliance of the parties (e.g., the Arbitral Chamber of Milan allows arbitrators to issue interim measures, Arbitration Rules, Art. 26).

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?

Article 247 of the Code of Civil Procedure does not allow the testimony of anyone bearing an interest in the case. However, the article is not applicable to arbitration and, in practice, it is common to encounter employees testifying in arbitration procedures.

Parties to the arbitration agreement can agree on the evidentiary rules to be applied (Code of Civil Procedure, Art. 816 *bis*). Failing specific agreements between the parties, the arbitral tribunal will determine the applicable rules of evidence (e.g., by referring to the code of civil procedure or to the IBA Rules on the Taking of Evidence).

4.5.6 Does it make it mandatory to hold a hearing?

The law does not indicate a hearing as a mandatory element in an arbitration proceeding. The arbitrators are the masters of the proceedings and are free to decide the way in which they are conducted (Code of Civil Procedure, Art. 816 *bis*). However, the arbitral tribunal has to ensure that both parties have a fair and equal opportunity to present their case.¹¹

In any event, if the parties have foreseen the conduct of a hearing in the arbitration agreement, the arbitral tribunal would be obliged to respect the parties' instructions.

4.5.7 Does it prescribe principles governing the awarding of interest?

No. The application of interest and the determination of the interest rate would depend on the law applicable to the merits. As a rule, under Italian law compound interest is not allowed.

4.5.8 Does it prescribe principles governing the allocation of arbitration costs?

No express provision regulates the allocation of the costs in arbitration. In Italy, it is common in civil litigation that the losing party must reimburse the litigation costs and legal fees of the opponent (pursuant to the *costs*

¹⁰ Available at: https://www.senato.it/application/xmanager/projects/leg18/attachments/documento_evento_procedura_commissione/files/000/225/301/ASSOCIAZIONE_ITALIANA_ARBITRATO-CAMERA_ARBITRALE_MILANO.pdf, Letter from Mr. Azzali and Ms. Deli to Sen. Pesco and Sen. D'Alfonso, dated 11 November 2020.

¹¹ Italian Supreme Court, decision no. 2201 of 2007.

follow the event principle). The same generally applies to arbitration, while the tribunal may allocate costs as it deems appropriate in the award, and the parties are free to decide on the applicable rules as to the allocation of arbitration costs.

4.6 Liability

4.6.1 Do arbitrators benefit from immunity to civil liability?

No. Unlike under the UNCITRAL Model Law, Article 813 *ter* of the Code of Civil Procedure provides that arbitrators are liable, other than in case of intentional wrongdoing, also in case of gross negligence (*colpa grave*). That would include rendering the award beyond the final deadline (Code of Civil Procedure, Art. 813). The same article specifies that arbitrators can also be deemed liable in case of an unjustified resignation.

4.6.2 Are there any concerns arising from potential criminal liability for any of the participants in an arbitration proceeding?

In general, the exact criminal law regime in arbitration proceedings is unsettled. There are no specific crimes related to arbitration and due to the principle of prohibition to apply infractions by analogy in criminal law, there are some areas of concern related to criminal liability and arbitration.

Although the Italian Supreme Court has qualified arbitration as equivalent to a judicial proceeding,¹² arbitrators do not qualify as public officers and, for that reason, they cannot be found guilty of corruption in judicial proceedings under the current criminal code.¹³ Other forms of corruption, however, cannot be excluded, depending on a case-by-case analysis, and without prejudice to the general prohibition to apply infractions by analogy in criminal law.

Concerning witness testimony, witnesses are legally obliged to provide testimony to an arbitral tribunal. Should they decide not to appear in the proceedings, the tribunal may seize the local court to obtain a court order compelling the witness to appear. Failure to appear in these circumstances would result in criminal sanctions.

In any case, witnesses and experts do not take an oath prior to their deposition. The crime of false testimony is not applicable in relation to arbitral proceedings,¹⁴ but may entail civil liability.

5. The award

5.1 Can parties waive the requirement for an award to provide reasons?

No. Article 829 of the Code of Civil Procedure explicitly states that an award that does not provide sufficient reasoning may be annulled by national courts on a party's motion.

5.2 Can parties waive the right to seek the annulment of the award? If yes, under what conditions?

Parties may waive the right to seek the annulment of the award only once the award has been rendered. Any agreement to waive the parties' right to seek annulment entered into prior to the award is void (Code of Civil Procedure, Art. 829).

5.3 What atypical mandatory requirements apply to the rendering of a valid award rendered at a seat in the jurisdiction?

In general, there are no atypical mandatory requirements.

¹² Italian Supreme Court, decision no. 14649 of 2017.

¹³ Tribunal of Milan, investigating judge (G.I.P.), decision no. 28512 of 2017.

¹⁴ Criminal Code, Art. 372.

For the sake of completeness, we refer to the distinction between *arbitrato rituale* and *arbitrato irrituale*. While the first falls within the usual meaning of arbitration, *arbitrato irrituale* is a unique feature of Italian law.

The notion of *arbitrato irrituale* is introduced by Article 808 *ter* of the Code of Civil Procedure. It differs from *arbitrato rituale* as the outcome of the procedure is not an award. In fact, the objective of an *arbitrato irrituale* is to resolve a dispute with a binding contractual agreement rather than an award.

The binding contractual agreement is delivered by the arbitral tribunal, as an award would be, but does not constitute an enforceable title (see, Civil Code, Art. 1372). If any party wishes to enforce the award, it would have to obtain an executory title from a court, commencing an ordinary proceeding for breach of contract.

5.4 Is it possible to appeal an award (as opposed to seeking its annulment)? If yes, what are the grounds for appeal?

No. Parties may not seek to appeal an award (i.e., no *revision au fond*).

However, the parties may request national courts to annul the award in case of an alleged violation of the laws governing the merits, if they had included a special provision in that sense in the arbitration agreement (Code of Civil Procedure, Art. 829).

Further, third parties who have an interest may oppose the award in front of national courts (Code of Civil Procedure, Art. 831, i.e., "*opposizione di terzo*").

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?

The law does not provide for a special time-limit to obtain the recognition and enforcement of an award. The general time-limit to enforce a judicial decision is ten years.

Once a party seeks to obtain the enforcement of an award, in the case of a domestic award, parties need to submit a specific motion before the court of the seat of the arbitration. The applicant must provide a certified copy of the award as well as a certified copy of the agreement (Code of Civil Procedure, Art. 825). The court will proceed to a verification of the formal requirements of the award and grant a certificate of enforceability.

In case of a foreign award, the criteria of the New York Convention apply. Also in this case, parties need to submit a specific motion but before the Court of Appeal of the district in which the other party has the residence/registered seat. If the other party is not based in Italy, the motion must be submitted before the Court of Appeal of Rome. The party wishing to enforce a foreign award has to provide a certified copy of the award and of the arbitration agreement, both translated in Italian. During this procedure, which at this stage is *ex parte*, the court will proceed to a verification of the formal requirements of the award and grant a certificate of enforceability, provided that it is not contrary to the Italian public order and that the subject matter of the dispute is arbitrable in Italy (Code of Civil Procedure, Art. 839). Once the court has issued its order granting, or denying, enforcement of the award, the order may be challenged within 30 days (Code of Civil Procedure, Art. 840) – see 5.8 below.

5.6 Does the introduction of annulment or appeal proceedings automatically suspend the exercise of the right to enforce an award?

No. However, parties may move to suspend, or prevent, the enforcement of the award at any moment during the annulment proceeding (Code of Civil Procedure, Art. 830). In order to grant the party's motion, the court will have to qualify the presence of serious reasons justifying the suspension of the enforcement, evaluating the economic prejudice that the party seeking to annulment of the award could suffer from the immediate execution, along with a *prima facie* analysis of the grounds for annulment.¹⁵

¹⁵ Italian Supreme Court, decision no. 4060 of 2005.

5.7 When a foreign award has been annulled at its seat, does such annulment preclude the award from being enforced in the jurisdiction?

Yes, on a party's motion. If the party who wishes to enforce the award in Italy has obtained a recognition of the foreign award, the party who seeks to suspend the enforcement has 30 days to challenge the decision recognizing the award.

According to Article 829 of the Code of Civil Procedure, the annulment of the award at the seat constitutes a reason to suspend its enforcement in Italy. Hence, on a party's motion, an award annulled at the seat is unenforceable in Italy.

If annulment procedures are ongoing at the place of the seat, the party must still initiate a challenge within 30 days of the decision recognizing the award. The party may then move for a stay of the Italian proceedings pending a final determination by the courts of the seat. Italian courts must grant such a stay (Code of Civil Procedure, Art. 840).

5.8 Are foreign awards readily enforceable in practice?

In general, Italian courts are willing to receive and enforce foreign awards. The grounds on which the recognition of a foreign award can be refused are exhaustively enumerated by the New York Convention, Article V, and Articles 839-840 of the Code of Civil Procedure. These are:

- Invalidity of the arbitration agreement. In that sense, it is worth noting that Italy considers that the capacity of physical persons is regulated by their national law, while the capacity and representation of juridical persons is regulated by the laws of the place of incorporation.¹⁶
- Absence of due process, which Italian courts may decide on at their own motion.¹⁷
- Violation of the arbitration agreement *rationae materiae* or *rationae personae*.
- Non-conformity of the constitution of the arbitral tribunal and of the procedure to the parties' agreement, provided that the non-conformity caused a real prejudice to the party challenging the recognition.
- Non-arbitrability of the dispute. Italian courts have to refer to Article 806 of the Code of Civil Procedure to verify the arbitrability of the dispute¹⁸ and they may decide on the non-arbitrability of the dispute at their own motion.
- Non-conformity to the public order. However, the interpretation of the notion of public order must be restrictive: Courts may only refer to domestic public order, and the judges must assess the violation at the moment their decision is rendered and not at the date of the award.¹⁹

¹⁶ L. Salvaneschi, V. Allavena, A. Carlevaris *et. al.*, "Contenzioso Civile: Arbitrato", *Itinera Guide Giuridiche Ipsoa*, Wolters Kluwer Italia, 2020, p. 538.

¹⁷ L. Salvaneschi, V. Allavena, A. Carlevaris *et. al.*, "Contenzioso Civile: Arbitrato", *Itinera Guide Giuridiche Ipsoa*, Wolters Kluwer Italia, 2020, p. 539.

¹⁸ Italian Supreme Court, decision no. 7995 of 1990.

¹⁹ L. Salvaneschi, V. Allavena, A. Carlevaris *et. al.*, "Contenzioso Civile: Arbitrato", *Itinera Guide Giuridiche Ipsoa*, Wolters Kluwer Italia, 2020, p. 545.

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?

As a rule, contingency fees are not permissible. Attorneys can accept a remuneration based on a percentage of the value of the case, but it may not vary in relation to the outcome of the case (Article 25 of the Code of Ethics).

Concerning third-party funding, the practice is not prohibited by Italian law. However, to the best of our knowledge there are no judicial cases defining the limits of third party funding in Italy.

In practice, funding of arbitration cases by lawyers and/or by third party funders are still quite limited in Italy, even though there seems to be a growing market for third party funders.

7. Arbitration and technology

7.1 Is the validity of blockchain-based evidence recognised?

Yes. The legislator has recognized the evidentiary value of blockchain-based evidence under Article 8 *ter* of the Law Decree no. 135 of 14 December 2018 (converted by Law no. 12 of 11 February 2019). The article incorporates Article 41 of the EU Regulation 910/2014 on Electronic Identification and Trust Services for Electronic Transactions in the Internal Market, specifying that blockchain-based evidence has the same juridical value that is granted to electronic timestamps by the EU Regulation. In particular, a piece of evidence cannot be excluded because it is in an electronic form.

7.2 Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?

Yes. Italy is at the forefront in the admission of blockchain-based evidence. Article 8 *ter* of the Law Decree no. 135 of 14 December 2018 (converted by Law no. 12 of 2019), which expressly confirms the legal value of blockchain-based evidence.

Article 8 *ter* of the Law Decree no. 135 of 14 December 2018 (converted by Law no. 12 of 2019) recognizes contracts that are recorded on a blockchain. While there is no case law as yet, nothing suggests that the law should not apply to an arbitration agreement.

7.3 Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?

The answer to the question is unsettled.

While Article Article 8 *ter* of the Law Decree no. 135 of 14 December 2018 (converted by Law no. 12 of 2019) recognizes electronic contracts and documents, there is no case law on the implementation of such rule and the requirement for the party seeking enforcement to provide the *original* of the award.

7.4 Would a court consider an award that has been electronically signed (by inserting the image of a signature) or more securely digitally signed (by using encrypted electronic keys authenticated by a third-party certificate) as an original for the purposes of recognition and enforcement?

First, it is important to stress that under Italian law, the arbitrators' signatures in an award are amongst the essential elements of its validity (Code of Civil Procedure, Arts. 823 and 829). An award that does not bear the arbitrators' signatures is null and cannot be enforced (Code of Civil Procedure, Arts. 823 and 829).

Legislative Decree no. 82 of 2005 (as modified by Legislative Decree no. 179 of 2016, which implemented EU Regulation no. 910/2014) officially recognises the validity of electronic signatures in Italy. These are now considered fully equivalent to handwritten signatures.²⁰ The same is true at the level of the European Union, as per the EU Regulation no. 910/2014. The Decree and the EU Regulation no. 910/2014 specify the requirements that an electronic signature must meet to be deemed valid.

In both cases, whereas a signature that has been inserted using encrypted electronic keys authenticated by a third-party certificate bears full legal recognition, inserting the image of a signature (e.g., by scanning a model signature and pasting it at the end of a document) may not be recognized as a valid signature according to Italian or European law (Legislative Decree no. 82/2005, Art. 24; EU Regulation no. 910/2014, Articles 2, 25, 26 and Annex 1).

According to Article 25(3) of the EU Regulation no. 910/2014, a Member State is obliged to recognize the validity of an electronic signature that has been issued in another Member State, in accordance with the technical requirements set forth in the Regulation.

Hence, while to the best of our knowledge there is no case law on the matter, an arbitral award that has been electronically signed in compliance with the provisions of Legislative Decree no. 82/2005 or EU Regulation no. 910/2014 should be considered as an original for the purposes of recognition and enforcement in Italy.

8. Is there likely to be any significant reform of the arbitration law in the near future?

The past government was considering a review and modernisation of the Italian arbitration law. For this purpose, the former Ministry of Justice appointed a commission to review proposals for the envisaged arbitration reform. The Ministerial Commission, led by Professor Guido Alpa, submitted its final dossier proposing arbitral reforms to the Minister at the beginning of 2017.

The proposal addresses both mediation and arbitration, with the aim of fostering ADR mechanisms in the Italian legal system. The proposal foresees:

- The possibility for arbitrators to issue interim measures (which is currently denied under Italian law).
- The ability to directly challenge an award before the Italian Supreme Court.
- An amendment considerably extending the category of disputes that are considered arbitrable including labour, corporate, public administration and consumer disputes.

A more recent legislative proposal concerns the introduction of a regime of immunity for the arbitrators.

However, these reforms have not yet been approved as of July 2021.

9. Compatibility of the Delos Rules with local arbitration law

The Delos Rules are for a large extent compatible with local arbitration law, apart from the provision set forth under Article 7 of the former, which empowers the arbitral tribunal to order interim or conservatory measures. As stated above, according to Article 818 of the Code of Civil Procedure, arbitrators acting in proceedings seated in Italy cannot grant any kind of interim or urgent measures, including security for costs, unless otherwise provided by law (currently, only in the case of corporate arbitrations). Therefore, the Arbitral Tribunal of a proceedings conducted in accordance with the Delos Rules but seated in Italy could not issue enforceable interim or conservatory measures, apart from those that are voluntarily complied with by a party thereto.

²⁰ Italian Supreme Court, decision no. 22871 of 10 November 2015.

10. Further Reading

Suggested readings:

- L. Baccaglioni, V. Baroncini, G. Bongiorno, *et. al.*, "Procedure concorsuali e arbitrato", Il diritto fallimentare e delle società concorsuali, Giappichelli, 2020;
- F. Danovi, *L'arbitrato. Una giurisdizione su misura*, Giuffrè, 2020;
- D. Mantucci, *Trattato di diritto dell'arbitrato*, ESI, 2020;
- L. Salvaneschi, V. Allavena, A. Carlevaris *et. al.*, "Contenzioso civile: arbitrato", *Itinera Guide Giuridiche Ipsoa*, Wolters Kluwer Italia, 2020;
- L. Salvaneschi, A. Graziosi, *L'Arbitrato*, Giuffrè, 2020;
- E. Zucconi Galli Fonseca, C. Rasia, *Arbitration law in Italy. Domestic and international perspectives*, CEDAM, 2020.
- D. Mantucci, *Trattato di diritto dell'arbitrato*, Vol. I, ESI, 2019;
- M.V. Benedettelli, C. Consolo, L.G. Radicati Di Brozolo *et. al.*, *Commentario breve al diritto dell'arbitrato nazionale ed internazionale*, CEDAM, 2017;
- G. Alpa, V. Vigoriti, *Arbitrato. Profili di diritto sostanziale e di diritto processuale*, Utet, 2013;
- C. Punzi, *Disegno sistematico dell'arbitrato*, CEDAM, 2012.

ARBITRATION INFRASTRUCTURE AT THE JURISDICTION

Leading national, regional and international arbitral institutions based out of the jurisdiction, <i>i.e.</i> , with offices and a case team?	The most important Italian arbitral institution, that deals with both domestic and international arbitration proceedings, is the Milan Chamber of Arbitration (CAM).
Main arbitration hearing facilities for in-person hearings?	The CAM offers its premises for holding in-person hearings, both in Milan (Via Meravigli, 7) and in Rome (Via Barnaba Oriani, 34).
Main reprographics facilities in reasonable proximity to the above main arbitration providers with offices in the jurisdiction?	Milan: Internet & Copy (Via S. Agnese, 12) Rome: Mail Boxes Etc. (Via G. Castellini, 1) ME.GA. EDP Fotocopie Parioli (Via A. Bertoloni, 23-25)
Leading local providers of court reporting services, and regional or international providers with offices in the jurisdiction?	Optima Juris (https://www.optimajuris.com/), which serves the cities of Rome, Florence, Milan, Naples, and Venice; International Court Reporters (https://internationalcourtreporters.com/locations/italy/) Global Voices (https://www.globalvoices.it/servizi-trascrizione/trascrizioni-legali/)
Leading local interpreters for simultaneous interpretation between English and the local language, if it is not English?	L&D Traduzioni Giuridiche (https://www.ld-traduzionigiuridiche.com/) Studio Interpreti Milano (https://www.studiointerpreti.it/?lang=it) CSE (https://www.interpretariato.it/) Associazione Italiana Traduttori e Interpreti Giudiziari (for the research of professionals: http://www.interpretigiudiziari.org/index.php) PromoEst (http://www.promoest.com/).
Other leading arbitral bodies with offices in the jurisdiction?	∅