

OVERVIEW & METHODOLOGY

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 produce a practitioner-friendly, up-to-date guide to places of arbitration;
- to provide in-house and corporate counsel with practical guidance and an informed view of the seats they select for their arbitration agreements;
- to further the notion of ‘safe seats’ and expand the list for the purposes of the Delos model arbitration clause and the efficient practice of arbitration generally;
- to promote 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 below 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; and (3) the additional quick reference indications provided in the table, at the end of this chapter, which consolidates the traffic lights for all jurisdictions covered in the GAP. The next section explains the methodology used in preparing the GAP and keeping it current.

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 (the observations are commentary on the criteria, rather than integral to them):³

Safe seat criteria	Observations
<p>1. Law</p> <p>A clear effective, modern international arbitration law that recognises and respects the parties’ choice of arbitration as the method for settlement of their disputes:</p>	As a traffic light category, this represents an overall assessment of the four sub-categories that follow.
<p>(a) by providing the necessary framework for facilitating the fair and just resolution of disputes through arbitration, notably the ready recognition and enforcement of awards made</p>	–

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 The criteria have been adapted from Activating Arbitration, pp. 25-27. The criteria were presented in the article as a mark-up of the CIArb Centenary Principles, to underline the difference between the Delos focus on the immediate needs of users and practitioners of international commercial arbitration and the CIArb 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.*” (CIArb London Centenary Principles 2015: Introduction).

Safe seat criteria	Observations
at the seat, including where proceedings are conducted outside of the seat and/or remotely;	
(b) through adherence to international treaties and agreements governing and impacting the ready recognition and enforcement of foreign arbitration agreements;	-
(c) by limiting court intervention in disputes that parties have agreed to resolve by arbitration in a manner that is supportive of the parties' choice of arbitration as their method for settlement of their disputes; and	This sub-category considers the legal framework applicable to court intervention in arbitration, including case law and practice rules. This includes, e.g., whether domestic courts apply the negative effect of the principle of competence-competence, and whether arbitral tribunals have the power to order interim measures.
(d) by providing a clear right to arbitrator immunity from civil liability for anything done or omitted to be done by the arbitrator other than by way of gross negligence or wilful misconduct in his or her capacity as an arbitrator, and from criminal liability for anything done or omitted to be done by the arbitrator other than in case of fraud or wilful misconduct in his or her capacity as an arbitrator.	Immunity may be provided under statute and/or through clear case law, whether directly or by express analogy with the regime applicable to judges; it has to be unambiguous, particularly in relation to criminal liability. As regards civil liability, if the immunity regime is not entirely clear, a green light may be permissible where arbitrator liability may be limited or excluded by contract (save in case of gross negligence or wilful misconduct) and the judiciary traffic light is green.
<p>2. Judiciary An independent judiciary, competent, efficient, with expertise in international arbitration .</p>	<p>Jurisdictions that provide for specialised courts or judges would <i>prima facie</i> be deemed to have a judiciary with expertise in international arbitration.</p> <p>This category also takes into account (i) the World Bank, Enforcing Contracts: <i>Doing Business</i> score and (ii) World Justice Project, Rule of Law Index: <i>Civil Justice</i> score, which are current at the time of assigning the traffic light.</p>
<p>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.</p>	-
<p>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.</p>	-
<p>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.</p>	-
<p>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.</p>	-

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.

The traffic lights are shown on the cover page of the chapter for each jurisdiction, and a table at the end of this chapter consolidates the traffic lights across all jurisdictions.

Jurisdictions that have received unqualified all-green traffic lights may qualify as Delos safe seats. Taking into account their track record, Delos has identified the safe seats listed below. Delos has also identified emerging safe seats, which continue to be verified through successive annual reviews of the GAP traffic lights across all jurisdictions.

The list of safe seats also includes jurisdictions not presently covered in the GAP but previously assessed as part of the first edition, which are understood to continue meeting all of the above criteria. The list is 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 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 location of the arbitration, it may be distinct from the legal place of arbitration. The primary considerations in selecting a physical location 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; or they may wish to position themselves as tech-friendly with a view to encouraging innovation.

2. Delos list of safe seats

As of 15 July 2021, the Delos list of safe seats is as follows:

Amsterdam (The Netherlands)	The Hague (The Netherlands)
Auckland (New Zealand)	Hamburg (Germany)
Berlin (Germany)	Helsinki (Finland)
Brussels (Belgium)	Hong Kong (PRC)
Copenhagen (Denmark)	Houston (USA)
Frankfurt (Germany)	Lisbon (Portugal)
Geneva (Switzerland)	London (UK)

⁴ See also the *Methodology* section below.

⁵ *Activating Arbitration*, p. 29.

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

⁷ *Activating Arbitration*, p; 28.

Los Angeles (USA)	Rotterdam (The Netherlands)
Madrid (Spain)	San Francisco (USA)
Melbourne (Australia)	São Paulo (Brazil)
Miami (USA)	Seoul (Rep. of Korea)
Montreal (Canada)	Singapore (Singapore)
Munich (Germany)	Stockholm (Sweden)
New York (USA)	Sydney (Australia)
Oslo (Norway)	Toronto (Canada)
Paris (France)	Vancouver (Canada)
Perth (Australia)	Vienna (Austria)
Port Louis (Mauritius)	Washington D.C. (USA)
Porto (Portugal)	Wellington (New Zealand)
Rio de Janeiro (Brazil)	Zurich (Switzerland)

In addition, Delos has also identified the following emerging safe seats: Athens (Greece), Barcelona (Spain), Belo Horizonte (Brazil), Curitiba (Brazil), Limassol (Cyprus), Nicosia (Cyprus), Manila (The Philippines), Porto Alegre (Brazil), Road Town (BVI), Taipei (Taiwan), Valetta (Malta) and Warsaw (Poland).

3. Additional quick reference indications

As noted above, a table consolidates the traffic lights across all jurisdictions. This table now provides the following indications, which are presented separately to avoid confusion with the safe seat traffic lights:

- Overall consistent evolution of the safe seat traffic lights from one year to the next, with a plus, equal or minus sign (or blank if no comparison available). If the traffic lights have not evolved consistently as compared with the preceding year, meaning that the traffic lights on some criteria have improved while those on other criteria have undergone adverse changes, this has been noted with a tilde: ~ . Further trend indications may be provided in due course;
- a traffic light, using the same methodology as for the safe seat criteria, to indicate the jurisdiction's tech friendliness towards arbitration; and
- a traffic light, using the same methodology as for the safe seat criteria, to indicate the jurisdiction's compatibility with the Delos Rules of Arbitration.

METHODOLOGY

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

For this second edition, the analytical framework developed in the context of the first edition was reviewed and updated by the GAP Chairs and General Editors, in consultation with the GAP working group. This then served as a basis for the participating law firms to complement and update their respective chapters, which were then subjected to critical review by experienced practitioners referred to as the “**GAP Reviewers**”.⁸ None of the GAP Reviewers were nationals of the jurisdictions they reviewed or members of the law firm whose chapter they were reviewing and, in many instances, the GAP Reviewers 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, review process and traffic light assessment are presented in turn below. The GAP chapters are 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, please 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](#).

4. GAP analytical framework

Each chapter comprises four 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;
- about 12 pages of detailed analysis on key issues at the jurisdiction, for arbitration practitioners; and
- a 1-page summary on the arbitration infrastructure at the jurisdiction.

4.1 Initial summary sections

The initial summary sections each follow a standard format. They are frequently introduced by a short paragraph followed by checklist tables, as follows. The answers are in summary form with developments provided in the detailed analysis section.

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? (if mixed or other, specify)		UNCITRAL Model Law? If so, any key changes thereto? 2006 version?	
Confidentiality of arbitrations?		Availability of specialised courts or judges at the key seat(s) in the	

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

In-house and corporate counsel section		Arbitration practitioners' summary	
		jurisdiction for handling arbitration-related matters?	
Requirement to retain (local) counsel?		Availability of <i>ex parte</i> pre-arbitration interim measures?	
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 and/or remotely?		May an arbitral tribunal render a ruling on jurisdiction (or other issues) with reasons to follow in a subsequent award?	
Availability of interest as a remedy?		Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	
Ability to claim for reasonable costs incurred for the arbitration?		Do annulment proceedings typically suspend enforcement proceedings?	
Restrictions regarding contingency fee arrangements and/or third-party funding?		Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	
Party to the New York Convention?		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?	
Party to the ICSID Convention?		Key points to note in relation to arbitration with and enforcement of awards against public bodies at the jurisdiction?	
Compatibility with the Delos Rules?		Is the validity of blockchain-based evidence recognised?	
Default time-limitation period for civil actions (including contractual)?		Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?	
Other key points to note?		Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?	

In-house and corporate counsel section		Arbitration practitioners' summary	
World Bank, <i>Enforcing Contracts: Doing Business</i> score for the current year, if available?		Is the jurisdiction monist or dualist?	
World Justice Project, <i>Rule of Law Index: Civil Justice</i> score for the current year, if available?		Other key points to note?	

4.2 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.

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? 1985 or 2006 version?

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

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. 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?

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

2.4. What are the formal requirements (if any) for an enforceable 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?

2.6. Are there restrictions to arbitrability? In the affirmative:

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

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.

- 2.6.2. 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 anti-suit injunctions/anti-arbitration injunctions or orders, but not only)
4. The conduct of the proceedings
- 4.1. Can parties retain foreign 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 be of a gravity such as to 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, and can hearings and/or meetings be held remotely, even if a party objects?
- 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 from 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 laws or regulations relating to, or 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 laws, regulations or restrictions?
- 7. Arbitration and technology
 - 7.1. Is the validity of blockchain-based evidence recognised?
 - 7.2. Where an arbitration agreement and/or award is recorded on a blockchain, is it recognised as valid?
 - 7.3. Would a court consider a blockchain arbitration agreement and/or award as originals for the purposes of recognition and enforcement?
 - 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? (Please consider both hypotheses separately.)
- 8. Is there likely to be any significant reform of the arbitration law in the near future?
- 9. Compatibility of the Delos Rules with local arbitration law
- 10. Further reading

4.3 Summary on the arbitration infrastructure at the jurisdiction

This final section provides a snapshot of the 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?
Main arbitration hearing facilities for in-person hearings?
Main reprographics facilities in reasonable proximity to the above main arbitration hearing facilities?
Leading local providers of court reporting services, and regional or international providers with offices in the jurisdiction?
Leading local interpreters for simultaneous interpretation between English and the local language, if it is not English?
Other leading arbitral bodies with offices in the jurisdiction?

5. Review process

Each chapter has been reviewed by 2-3 GAP Reviewers to ensure that it is as clear and neutral as possible to the unfamiliar practitioner. The overriding test put to the GAP Reviewers 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, GAP Reviewers 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 GAP Reviewers 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.

6. 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 GAP Reviewers 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 and exercise more caution.

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 GAP Reviewers 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 GAP Reviewers 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 GAP Reviewers had taken a unanimous view, then their assessment prevailed on the basis that the Reviewers' 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 GAP Reviewers 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 and 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 periodically.

7. Keeping the GAP current and version control

Following the first publication of the first edition of the GAP on 18 June 2018, the chapters of the GAP have been kept current of key developments by the participating law firms. Minor edits are reflected directly whereas more substantial changes may undergo the GAP 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, and (iii) for the GAP as a whole.

7.1 Version control of individual chapters

The cover page of each chapter states the date on which the latest version was made available for publication together with a version number.

For new chapters, the version number is: 01.00. For a chapter that was finalised on 9 January 2021, the cover page will thus state: *"Version: 9 January 2021 (v01.00)"*. For the avoidance of doubt, all chapters published as part of the first release of the second edition of the GAP are marked as v01.00, given the updates made to the analytical framework of the first edition of the GAP. The applicable edition of the GAP is stated in the footer on every page.

In the event of a minor revision since publication, the date will be followed by a bracket containing the following information: (VV.RR), where 'VV' indicates the number of substantial versions that have been published of the chapter, and 'RR' stands for the revision number based on the latest version. In the example of the chapter finalised on 9 January 2021, if it was edited four times subsequently, the cover page will state *"Version: 9 January 2021 (v01.04)"*. 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 2022, the cover page will state: *"Version: 20 April 2022 (v02.00)"*.

7.2 Version control of 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 is added to signal the relevant version. For example, if the table was updated twice in October 2020, the footer will state: *"October 2020 (v2)"*.

7.3 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-VV.RR, where 'YYYYMMDD' stands for the date when the latest change was published, 'VV' indicates the number of substantial changes that have been made to the GAP and 'RR' 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 2021 and a second set of light changes to the same or other chapters are published on 2 September 2021, the annotation will be as follows: *"v20210902-01.02"*. If subsequently, for instance on 10 October 2021, 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 *"v20211010-02.00"*.

Finally, the version control system also takes into account changes made to the other sections of the GAP, such as the overview and methodology section or the appendix with the Delos Rules of Arbitration.

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	Year-on-year evolution	7. Arb. tech friendliness	8. Delos Rules compatibility
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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 8 criteria and by the Reviewers for criteria 1-2; where law firm and Reviewers could not agree on the traffic lights for criteria 1-2, † indicates that the unanimous views of the EYPs prevailed, and + indicates that the EYPs differed and the law firm views prevailed. The year-on-year evolution of the traffic lights for criteria 1-6 is indicated with a plus, equal or minus sign, a tilde if the change has been uneven, and a blank if no comparison is available.

Delos is keen to make the traffic lights an increasingly sophisticated and valuable tool. Delos invites users and practitioners to share their experience of the jurisdictions covered in the GAP through the [GAP Comments Form](#). The traffic lights are reviewed on an ongoing basis, and the review reflected in updated consolidated tables of traffic lights, with a version indication in the footer of this document.

Albania	●	●	●	●	●	●	●	●	●	●	=	●	●
Algeria †	●	●	●	●	●	●	●	●	●	●	+	●	●
Angola	●	●	●	●	●	●	●	●	●	●		●	●
Argentina	●	●	●	●	●	●	●	●	●	●	+	●	●
Australia	●	●	●	●	●	●	●	●	●	●		●	●
Austria	●	●	●	●	●	●	●	●	●	●	=	●	●
Belgium	●	●	●	●	●	●	●	●	●	●	=	●	●
Benin	●	●	●	●	●	●	●	●	●	●	=	●	●
Brazil	●	●	●	●	●	●	●	●	●	●	+	●	●
Bulgaria	●	●	●	●	●	●	●	●	●	●	=	●	●
Canada	●	●	●	●	●	●	●	●	●	●	=	●	●
China (Mainland)	●	●	●	●	●	●	●	●	●	●	=	●	●
Côte d'Ivoire	●	●	●	●	●	●	●	●	●	●		●	●
Cyprus	●	●	●	●	●	●	●	●	●	●	+	●	●
Dominican Republic	●	●	●	●	●	●	●	●	●	●	=	●	●
Egypt	●	●	●	●	●	●	●	●	●	●	=	●	●
England & Wales (UK)	●	●	●	●	●	●	●	●	●	●	=	●	●
Ethiopia †	●	●	●	●	●	●	●	●	●	●		●	●
Finland	●	●	●	●	●	●	●	●	●	●	=	●	●
France	●	●	●	●	●	●	●	●	●	●	=	●	●
Gambia, The	●	●	●	●	●	●	●	●	●	●	=	●	●
Germany	●	●	●	●	●	●	●	●	●	●	=	●	●
Ghana	●	●	●	●	●	●	●	●	●	●	=	●	●
Greece	●	●	●	●	●	●	●	●	●	●	+	●	●
Guinea	●	●	●	●	●	●	●	●	●	●	=	●	●
Hong Kong	●	●	●	●	●	●	●	●	●	●	=	●	●
India	●	●	●	●	●	●	●	●	●	●	=	●	●
Indonesia †	●	●	●	●	●	●	●	●	●	●	=	●	●
Iraq	●	●	●	●	●	●	●	●	●	●	~	●	●
Italy	●	●	●	●	●	●	●	●	●	●	~	●	●
Japan	●	●	●	●	●	●	●	●	●	●	=	●	●
Rep. of Korea	●	●	●	●	●	●	●	●	●	●		●	●
Lebanon †	●	●	●	●	●	●	●	●	●	●	-	●	●

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**
- Year-on-year evolution**
- 7. Arb. tech friendliness**
- 8. Delos Rules compatibility**

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 8 criteria and by the Reviewers for criteria 1-2; where law firm and Reviewers could not agree on the traffic lights for criteria 1-2, † indicates that the unanimous views of the EYPs prevailed, and + indicates that the EYPs differed and the law firm views prevailed. The year-on-year evolution of the traffic lights for criteria 1-6 is indicated with a plus, equal or minus sign, a tilde if the change has been uneven, and a blank if no comparison is available.

Delos is keen to make the traffic lights an increasingly sophisticated and valuable tool. Delos invites users and practitioners to share their experience of the jurisdictions covered in the GAP through the [GAP Comments Form](#). The traffic lights are reviewed on an ongoing basis, and the review reflected in updated consolidated tables of traffic lights, with a version indication in the footer of this document.

Libya †	●	●	●	●	●		●	●	●	●	●		=		●	●
Mauritius	●	●	●	●	●		●	●	●	●	●		=		●	●
Mongolia	●	●	●	●	●		●	●	●	●	●		=		●	●
Morocco	●	●	●	●	●		●	●	●	●	●				●	●
New Zealand	●	●	●	●	●		●	●	●	●	●		=		●	●
Nigeria	●	●	●	●	●		●	●	●	●	●		+		●	●
Norway	●	●	●	●	●		●	●	●	●	●		=		●	●
Paraguay	●	●	●	●	●		●	●	●	●	●		=		●	●
Philippines, The	●	●	●	●	●		●	●	●	●	●		+		●	●
Poland	●	●	●	●	●		●	●	●	●	●		=		●	●
Portugal	●	●	●	●	●		●	●	●	●	●		=		●	●
Romania	●	●	●	●	●		●	●	●	●	●		-		●	●
Russia	●	●	●	●	●		●	●	●	●	●		=		●	n.a.
Senegal	●	●	●	●	●		●	●	●	●	●				●	●
Serbia †	●	●	●	●	●		●	●	●	●	●		=		●	●
Singapore	●	●	●	●	●		●	●	●	●	●		=		●	●
Spain	●	●	●	●	●		●	●	●	●	●		=		●	●
Sweden	●	●	●	●	●		●	●	●	●	●		=		●	●
Switzerland	●	●	●	●	●		●	●	●	●	●		=		●	●
Taiwan	●	●	●	●	●		●	●	●	●	●		=		●	●
United Arab Emirates (UAE)	●	●	●	●	●		●	●	●	●	●		+		●	●
United States of America (USA)	●	●	●	●	●		●	●	●	●	●		=		●	●
- California	●	●	●	●	●		●	●	●	●	●		=		●	●
- Florida	●	●	●	●	●		●	●	●	●	●		=		●	●
- New York	●	●	●	●	●		●	●	●	●	●		=		●	●
- Texas	●	●	●	●	●		●	●	●	●	●		=		●	●
- Washington D.C.	●	●	●	●	●		●	●	●	●	●		=		●	●
Vietnam	●	●	●	●	●		●	●	●	●	●		-		●	●