



arbitration-adr.org

CONTACT US:

**146, Avenue Louise
B-1050 Brussels
Belgium**

Fax: +32 2 646 24 31

Tel: +32 2 643 33 01

Email:

administration@arbitration-adr.org

Inside this month's issue:

AIA Upcoming Events 1

*Ukraine ordered to pay
EUR 3 million by ICSID* 3

*Corruption in Commercial
Arbitration. Inquiry by the
tribunal sua sponte and legal
consequences* 4

*Revised swiss arbitration rules on
international arbitration come into
play* 5

*Book Review: Recognition and
Enforcement of Annulled Foreign
Arbitral Awards* 7

*Cross-border family mediation to
counter the problem of child abduc-
tion by parents* 8

AIA Upcoming Events

The Association for International Arbitration is proud to invite you to its upcoming:

Conference on

Arbitration in CIS countries: Current Issues

LOCATION: Brussels, Belgium

DATE: June 21, 2012

See details below and on www.aiaconferences.com

and

European Mediation Training For Practitioners of Justice

LOCATION: Brussels, Belgium

DATE: September 3-15, 2012

See details below and on www.emtpj.eu

and

**Intensive International Arbitration Training Program
with particular focus on India**

LOCATION: Chennai, Tamil Nadu, India

Consisting of sessions on four consecutive

Saturday's (June 9, 16, 23 and 30, 2012)

AIA will conduct the training in association with the Nani Palkhivala Arbitration Center, India.

To register and for more information visit www.nparbitration.in

AIA UPCOMING EVENTS

**1. CONFERENCE ON ARBITRATION IN CIS COUNTRIES:
CURRENT ISSUES**

The CIS (Commonwealth of Independent States) countries nowadays plays an active and important role in arbitration. This significance of CIS countries will still increase in the future because of the rapidly growing wealth of these states, their enhancing engagement in world trade, particularly, the energy sector, and therefore their high interest in arbitration, as it has never been before. At this juncture, the arbitration in CIS countries needs to be addressed and the European nations need to be informed on this topic in order to improve interaction and bring the present arbitral practice existent in CIS countries in line with the one of advanced arbitration jurisdictions. In view of the above the Association for International Arbitration organizes on June 21,

2012 in Brussels, Belgium the conference on "Arbitration in CIS Countries: Current Issues".

The topics chosen for the conference cover diverse facets of arbitration practice in CIS countries. They vary from the general policy of CIS countries towards arbitration to such specific and controversial questions, as the matter of corruption and bribery in arbitration or enforcement of the arbitral award annulled in the country, where it was rendered etc.

The following questions outline the main topics, covered by the CIS Conference.

Why is Ukraine the only CIS State that as a WTO-member has frequently made use of the WTO Dispute Settlement System? How will the general picture change after the accession of Russia to WTO in August 2012? Will the "outsourcing" of dispute resolution by Russian companies to foreign jurisdictions eventually slow down? And what role will the ratification of the OECD Anti-bribery Convention play? What positive and negative effects on the situation with the enforcement of a foreign arbitral award in Ukraine had the legislation reform of 2011? What should the domestic and foreign companies expect?

These and many other questions will be examined in detail at the CIS Conference.

The conference papers, included in the price of the conference next to the lunch and the reception at the end of the conference, will highlight all these issues and relevant challenges dealt with by CIS countries in arbitration. The speakers and the topics at the CIS Conference comprise:

Vladimir Khvalev, Vice-President of the International Court of Arbitration ICC and Partner of Baker & McKenzie, Moscow office will give the recommendations to non-CIS parties when choosing arbitration in CIS countries;

Roman Zykov, Senior associate at Hannes Snellman, Helsinki, Finland will make an overview of general policy of Russia towards arbitration;

Andrey Astapov, Managing Partner and Head of International Arbitration and Litigation practice at Astapov Lawyers International Law Group, Kiev, Ukraine will discuss general policy of Ukraine towards arbitration;

Valery A. Zhakenov, Head of the Arbitration Court under the Chamber of Commerce and Industry of the Republic of Kazakhstan will cover contemporary status and perspectives of development of arbitration in Kazakhstan;

Dmitry Davydenko, Senior Lawyer at Muranov, Chernyakov & Partners will speak about arbitrability of corporate and real estate disputes under Russian law;

Yaroslau Kryvoi, Senior Lecturer in Law at University of West London will make a presentation on bribery and Russia-related arbitration;

Igor Sierov, Associate at ARBITRADE will discuss practical concerns regarding interim measures at the stage of recognition and enforcement of international arbitral awards on the territory of Ukraine::

Dilyara Nigmatullina, Manager of the Association for International Arbitration will quest into the recognition and enforcement of arbitral award annulled in the country where it was rendered, bringing the experience of Russia;

Natalia Petrik, Legal Counsel at SCC (Arbitration Institute of the Stockholm Chamber of Commerce) will throw light on investment disputes at the SCC involving parties from CIS countries;

Timur Aitkulov, Partner at Clifford Chance, Moscow, Russia, Litigation and Dispute Resolution practice will speak on arbitration in the energy sector involving parties from the CIS countries;

Maria J. Pereyra, Counselor with the Legal Affairs Division of the World Trade Organization (WTO) will deal with the WTO dispute settlement system and the CIS experience.

If you are interested or if any of these subjects caught your attention, do not hesitate to join us on the 21st of June at the CIS Conference. We are looking forward to seeing you there. Attendance is a real must for everyone who is involved in international arbitration and wants to get together with his or her colleagues.

Price

393,25 € for regular participants (21% VAT incl.)

332,75 € for students, AIA members and members of official partners (21% VAT incl.)

Venue

Vrije Universiteit Brussel, Karel Van Miert Building, Pleinlaan 5, 1050 Brussels

For all further details, concerning the participation in the conference, please, go the following link: <http://www.aiaconferences.com>



2. European Mediation Training For Practitioners of Justice



After two years of success, Association for international Arbitration (AIA) is proud to announce the third edition of its European Mediation Training for Practitioners of Justice (EMTPJ). AIA initiated the EMTPJ project in the year 2010, with the support of the European commission and in collaboration with the HUB University of Brussels, Belgium and Warwick University, United Kingdom.

EMTPJ is recognized by the Belgian Federal Mediation Commission according to the Belgian Law of February 21, 2005 and the decision of February 1, 2007 concerning the settlement of the conditions and the procedure for the recognition of training institutes and of trainings for recognized mediators.

The program is accredited by mediation centres and has attracted many prominent and experienced mediators. The EMTPJ course is unique because it brings together attendees from all over the world, creating a multinational and multicultural environment that fosters exchange of different perspectives, experiences and gives possibility to form a genuine international mediation outlook. Upon successful completion of EMTPJ, students may apply for accreditation at mediation centres worldwide.

EMTPJ 2012 is a two-week training program that will take place this year from 3rd to 15th of September. In line with previous training courses, the EMTPJ 2012 program aims to introduce and promote the concept of European mediators in civil and commercial matters. The course will consist of 100 hours of intensive training sessions including an assessment day, which will cover the following essential topics: conflict theory and mediation, intervention in specific situations, theory and practice of contract law in Europe, EU ethics in mediation, analytical study of conflict resolution methods, the stages in mediation process, and practical training sessions.

The course lecturers for EMTPJ 2012 are: Mr. Eugene Becker, Mr. Johan Billiet, Mr. Philipp Howell-Richardson, Mr. Philippe Billiet, Mr. Alessandro Bruni, Mr. Andrew Colvin, Mr. Frank Fleerackers, Dr. Paul R Gibson, Ms. Lenka Hora Adema, Mr.

Willem Meuwissen, Ms. Linda Reijerkerk, Mr. Arthur Trossen, and Mr. Jacques de Waart.

For registration and a more detailed program of the course schedule, logistical information and lecturers, please visit the website: www.emtpj.eu.

The participant fee includes a book compiling the entire training material and lunch on all days of the program.

If you have any further questions, please feel free to contact us at: emtpj@arbitration-adr.org.

Ukraine ordered to pay EUR 3 million by ICSID

by Olena Perepelynska

(also published at www.cisarbitration.com)

On March 1, 2012 the Ukraine Ministry of Justice reported that an ICSID tribunal has ordered the payment of an approximate amount of Euros 3 million by Ukraine as damages to certain German investors. It is notable that this is the third award rendered by ICSID which has resulted in monetary compensation by Ukraine towards foreign investors. The first two cases were *Alpha Projektholding GmbH v Ukraine* (ARB/07/16) and *Joseph C. Lemire v Ukraine* (ARB/06/18). On analysis, it is revealed that Ukraine in total has been a party to 10 ICSID cases.

In spite of the fact that Ukraine signed the ICSID Convention much later than other CIS countries, it still continues to be the most popular respondent in ICSID cases in the post-Soviet world. This clearly exhibits the level of commitment and significance the country places on resolving investment disputes.

Inmaris Pereestroika Sailing Maritime Services GmbH and others v Ukraine

Facts: Claims against Ukraine were levelled by multiple companies in June 2008. All these companies together can be referred to as the "Inmaris Companies". The dispute was in relation to the maritime operations of *The Khersones*, a windjammer sail training ship which was owned by the Kerch Maritime Technological Institute (hereinafter referred to as "KMTI"), an education institution owned by the Ukrainian government which is under the



control of the Ministry of Agricultural Policy of Ukraine.

During the term of 1991 to 2006, KMTI entered into multiple contracts with different members of the Inmaris Companies regarding the utilization of *The Kherstones* and in order to self-sustain her renovation and maintenance costs. These contracts empowered Inmaris Companies to operate *The Kherstones* in order to conduct sailing tours and other onboard events. Simultaneously, KMTI had authority to conduct its cadet training for Ukraine's national fishery fleet. The arrangement was mutually beneficial for both contracting parties.

The dispute surfaced in 2006 when Mr. Oleksander Baranivskyy, the Minister of Agricultural Policy of Ukraine sent a telegram from the government prohibiting *The Kherstones* from leaving the borders of the territorial waters of Ukraine until clarification of the matters, as related to its joint operations with KMTI. This inhibited *The Kherstones* from departing as scheduled for the April 2006 summer sailing season. The Inmaris Companies never obtained control of *The Kherstones* post this incident and proceeded by filing their claims at the ICSID arbitration tribunal pursuant to the Germany-Ukraine Bilateral Investment Treaty.

The Final Award

As reported by the Ministry of Justice of Ukraine, the Inmaris Companies claimed over Euros 13 million along with compensation for their moral damages and legal costs incurred. The ICSID Tribunal rendered its award on 1 March, 2012 but it has not been published yet. On the basis of the information derived from the Ministry of Justice of Ukraine, the claimants were awarded Euros 3,034,388.34 in damages plus interest. The question of challenging the award rendered under Article 52 of the ICSID Convention is currently under consideration by the Ministry of Justice of Ukraine.

Corruption in Commercial Arbitration. Inquiry by the tribunal sua sponte and legal consequences

by Polina Gryganska

Corruption in commerce, particularly in commercial arbitration, remains a well-known problem in the whole world, but, especially, it is of interest in the former Soviet Union (SU) countries, today's CIS states. The SU legacy includes not only the essential features of a socialist state, but also the attendant social ills, among which bribe and corruption are the prevailing ones.

The level of corruption and bribe differs from state to state, which is shown by the Corruption Perception Index 2011 (conducted by the Transparency International). Whereas Belarus and Russia share the place 143 (from among 183) with the corruption index 2.4 (out of 10.0), Ukraine reserves the place 152 with the index 2.3. These are the general indicators of the corruption degree, but they certainly reflect the nowadays situation in every area of activity in each state.

Regarding the major treaties, recognized by many countries world-wide, that deal with the issue of corruption, the following three shall be distinguished: United Nations Convention against Corruption, OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, Council of Europe Criminal Law Convention on Corruption. If the first convention was ratified by Belarus (2005), Russia (2006) and Ukraine (2009), the OECD Convention – only by Russia in 2012. The third convention was neither ratified, nor signed by either of three states.

Corruption and, as the result, lack of trust in national dispute settlement, drive domestic and foreign companies (operating in the CIS countries) to seek justice in arbitration abroad. However, no-one is secure from the corruption exertion even there.

One should consider three different situations, when the issue of corruption in commercial arbitration may arise:

- 1) at the primary tribunal level;
- 2) after the primary tribunal level in the event of challenging the award;
- 3) during the review of the arbitral award by national courts.

It is important to address (1) tribunal's right to investigate corruption *sua sponte* (lat., "on its own accord") and (2) the legal consequences of a finding of corruption for the arbitration proceedings.

(1) Today, it is indeed an issue, whether the tribunal exceeds its power (mandate, competence) by examining on its own initiative the question of bribe or corruption affecting the main agreement. This issue should be examined within one of the principal pillars of arbitration – the principle of competence-competence. The common approach is that there is no excess of authority if the corruption matter is relevant to the respective dispute resolution. However, there is no pre-



cise answer to this question. As Richard Kreindler observes, "illegality contentions... even if initiated by the tribunal itself, should normally be deemed to 'fall within the terms of the submission to arbitration'...". But he emphasises on the importance of the relevance of the illegality matter to the respective claims. [Richard Kreindler, "Aspects of illegality in formation and performance of contracts" (16th ICCA Congress, May 2002), "Is the Arbitrator Obligated to Denounce Money Laundering, Corruption of Officials, etc.? The Arbitrator as Accomplice – Sham Proceedings and the Trap of the Consent Award" (CGD Working Group on Corrupt Payments, Washington, February 2007)]

Nevertheless, availability of evidence is not the only precondition to such investigation. According to Michael Hwang S.C. and Kevin Lim, proportionality is the other factor which is to consider before examining the corruption matters. [Michael Hwang (with co-author Kevin Lim), "Corruption in Arbitration - Law and Reality" (expanded version of Herbert Smith-SMU Asian Arbitration Lecture, 4 August 2011, Singapore: forthcoming AIAJ) by Mr. Michael Hwang, SC]

The tribunals shall always take into account the interrelation of evidence to be procured from the impugned party and the degree of the tribunal's suspicion as to the illegality respectively.

It means, the investigation should be done as discreet and respectful as possible in order to facilitate the proceedings.

(2) The earlier arbitration practice evidences the following: If the illegality of the contract is proved, then it is void *ab initio*, i.e. the arbitration clause is ineffective. This position was strongly supported by Judge Lagergren in his sole arbitration award in the ICC Case No. 1110 in 1963, where he stated, that an arbitral tribunal shall have no jurisdiction where there is prima facie case of corruption. For some time these findings were referred to by other arbitrators in order to underline, that corruption claims were not arbitrable. Yet it is no more generally accepted. And to demonstrate it one should refer to such well-known cases, as Nat'l Power Corp. v. Westinghouse, Westacre Investments Inc. v. Jugoimport-SPDR Co. Ltd., ICC Case No. 5622 (1988), ICC Case No. 6474 (1992) and others.

The common rule in the CIS states is of particular interest, as though usually contracts procured by bribery are regarded as void, this does not automatically affect the arbitration clause. Under laws of CIS jurisdictions, which are in line with the internationally recognized standards, an arbitration agreement is separate and independent from the rest of

the agreement and remains valid even in the event the arbitral tribunal decides that the main contract is void (because of bribery). It can be well demonstrated by the case Fiona Trust & Holding Corp. v. Privalov (involving Russian parties, 2007), where the arbitration agreement was considered as a "distinct agreement" and, thus, not invalid. This proves one more time, that Mr. Lagergren's approach is no more commonly recognized.

To conclude, one should emphasize one more time that a tribunal may inquire the corruption matter on its own accord. However, the arbitral tribunals shall always exercise discretion and neither examine corruption issues without *prima facie* evidence, nor close their eyes to all evidence of corruption on the basis of non-burdening the parties with additional expenses. Even if there is evidence of corruption or bribe and the contract is declared invalid, the arbitrators can still exercise their jurisdiction, as the arbitration clause shall be viewed separately from the main contract.

REVISED SWISS ARBITRATION RULES ON INTERNATIONAL ARBITRATION COME INTO PLAY!

by ANAND AYYAPPAN UDAYAKUMAR

The revised Swiss Rules of international arbitration (hereinafter referred to as "Swiss Rules 2012") have entered into force as of 1 June 2012. The new Swiss Rules 2012 will apply to all proceedings initiated under the Swiss Rules in which the request for arbitration is submitted after 1 June 2012, unless otherwise agreed by the disputants. The initial version of the Swiss rules of international arbitration was passed in 2004 and aimed at harmonizing the arbitration rules of six Swiss chambers of commerce. The 2004 rules were based on the UNCITRAL Arbitration Rules and were utilized by the chambers for conducting institutional arbitration. The new Swiss Rules 2012 do not focus at entirely replacing the original version of Swiss Rules 2004 which were practical and flexible. Rather, the new Swiss Rules are targeted at improvising and incorporate a number of important changes (discussed in details below).

Comparison of Swiss Rules 2004 and Swiss Rules 2012

● **Creation of the “Swiss Chambers’ Arbitration Institution” and “Arbitration Court”**

Prior to the incorporation of the revised Swiss Rules 2012, the various Swiss arbitration chambers were endowed with the authority to deal with arbitration cases on their own. After the Swiss Rules 2012 have come into play, the duty to provide arbitration services is imposed on the “Swiss Chambers’ Arbitration Institution”, an association which is incorporated as a separate legal entity under the laws of Switzerland and works in an independent manner from the chambers. Further, the “Arbitration Committee” appointed to supervise the arbitration cases under the previous Swiss rules is now replaced by the “Arbitration Court” of the Swiss Chambers’ Arbitration Institution. While these changes may appear to be purely administrative in nature, it has to be inferred that this represents a drastic leap for the Swiss arbitration chambers which have accepted a joint administrative structure and uniformity. The Swiss Rules 2012 also stand in accord with the recognized arbitration rules in frequent use in Europe, which have centralized structures for administrative purposes.

● Alterations in provisions on expedited procedure

The 2004 version of the Swiss rules under Article 42 (2) clearly imposed mandatory expedited procedure for cases with amounts in dispute lower than one million Swiss Francs. In contrast to other institutions, the Swiss Chambers ensure that time limits are respected and all expedited proceedings are completed within the prescribed period of six months from the time when the file is transmitted to the arbitrator. These expedited proceedings are beneficial for resolving disputes in a number of sectors, f.e. in commodities trading for which Geneva is regarded as an important centre. The Swiss Rules 2012 under Article 42 (1) (a) clearly stipulate that the arbitrator is required to begin working on a dispute only after the parties have made a provisional cost deposit.

Article 3(11) of the Swiss Rules 2012 which is in line with Article 3(10) of the Swiss Rules 2004, states that the value of the dispute, in order to determine whether or not expedited procedure is applicable, is calculated upon receipt of the answer to the notice of arbitration. The amount determined is not interrupted by any subsequent increase in the amounts stated in the claim and counterclaims. Further, the

parties are given the discretion to subject their disputes to expedited proceedings, even if the amount in dispute exceeds one million Swiss Francs.

● Incorporation of emergency relief

Article 43 of the revised Swiss Rules 2012 speaks about emergency relief and permits the parties to seek urgent interim measures even prior to the stage of constitution of the tribunal. This right to apply for emergency relief is available by default, unless the parties explicitly opt out. This article also provides the parties an alternative recourse to request interim measures before the state courts. The emergency arbitrator passes an order or an interim award and these decisions have the same effect as standard decisions on interim measures as passed by constituted arbitral tribunals under Article 26. The decisions on emergency relief are hence enforceable to the same extent as interim relief decisions. However, in practice enforceability depends on the laws of the country where such measures are to be enforced.

● Transitional arbitration rules

Article 1.3 clearly stipulates that the Swiss Rules 2012 “shall come into force on 1 June 2012 and, unless the parties have agreed otherwise, shall apply to all arbitral proceedings in which the Notice of Arbitration is submitted on or after that date.” This provision can be interpreted to mean that parties who have entered into an arbitration agreement under the Swiss rules before 1 June 2012, without expressly excluding the application of the revised Swiss Rules 2012 are considered to have consented to the application of the revised rules.

The possibility to seek emergency relief results in a situation which is totally different from what the parties expected at the time of conclusion of the arbitration agreement. The Swiss Federal Supreme Court has addressed this dilemma in *Komplex v. Voest-Alpine Stahl* (ASA Bull. 1994, p.226, Commentary by Sébastien BESSON, p. 230). A clause in the arbitration agreement that expressly stipulates that arbitration is to be subject to the arbitration rules in force at the time of the conclusion of the agreement will be regarded by the arbitral tribunal. However, if the parties have failed to mention the applicable version of the rules, then the *Komplex* test will be applicable. According to

this, the changes to the provisions in the new version will stand applicable, unless the alteration to the old version results in extensive fundamental and structural changes.

- Additional powers imposed on the Court for enhancing efficiency of the arbitral proceedings

By way of the Swiss Rules 2012, the Court is now endowed with powers to supervise the arbitration proceedings, similar to those vested in a judicial authority. This authority includes the power to extend an arbitral tribunal's term of office and to decide matters on grounds not provided in the Swiss rules for challenge of an arbitrator (Article 1.4).

The Court is given the power to extend or shorten the time limits applicable (Article 2.3), address a failure in the constitution of the arbitral tribunal and may revoke any appointment made, appoint or reappoint any of the arbitrators and designate one of them as a presiding arbitrator (Article 5.3), and approve the arbitrator's designation on costs in the award (Article 40.4).

In addition to this, several other changes for increasing the cost and time efficiency of the arbitral proceedings have been included by way of the Swiss Rules 2012. A duty is imposed on all participants to act in good faith and to make every effort to contribute to the efficient conduct of the proceedings and to avoid unnecessary costs and delays (Article 15.7).

- Encouraging amicable settlement between the disputants

The Swiss Rules 2012 in Article 15 para. 8 dealing with arbitral proceedings provide the arbitral tribunal with the authority to discuss the possibility of "settlement" between the parties. Herein the term "settlement" refers to amicable settlement to be arrived at between the parties. The Swiss Rules 2012 however fail to designate the settlement technique to be utilized. While it can be assumed that the preferred settlement technique is mediation, there are various other applicable settlement techniques used by other international arbitral institutions.

Article 24 in Chapter VI (Arbitration and Mediation) of the Swiss Rules of Commercial Mediation as enacted by the Swiss Chamber of Commerce in 2007 provides for the usage of mediation in arbitral proceedings, when it appears to be worth trying. On reading the above stated provisions together, it is inferable that the arbitral tribunal may suggest to the parties to engage in mediation in order to set-

tle the dispute. However, there is an ambit for confusion created by the failure to specify the appropriate settlement technique to be utilized under the Swiss Rules 2012.

Conclusion:

The Swiss Rules 2012 on the whole can be regarded as a welcome and necessary change. The preservation of the traditional flexibility of the Swiss Rules 2004 and harmonization of the Swiss Chambers is a commendable move. In addition, shifting the focus on enhancing the efficiency of arbitration proceedings will be highly appreciated by disputants and ADR practitioners. However, it is a pity that the revised Swiss Rules 2012 fail to address certain intricacies and provide possibility for multiple interpretations leading to confusion.

Book Review: Recognition and Enforcement of Annulled Foreign Arbitral Awards

-An Analysis of the Legal Framework and its Interpretation in Case Law and Literature

by WANG Jie



This book is authored by Claudia Alfons and published by Peter Lang. The book provides an analysis of the legal framework and the national case law leading to the recognition and enforcement of annulled foreign arbitral awards as well as the attempts to harmonize the arbitration law and the

recommendations on how to ensure the legal certainty *via de lege ferenda* and *de lege lata*.

The primary focus of this book is to analyze the relevant legislation on recognition and enforcement of annulled foreign arbitral awards and to interpret the distinct national case law and its approaches. The book comprises three main parts.

The first part enunciates sources of international and regional law, concerning recognition and enforcement of annulled arbitral awards, which includes the Geneva Protocol



(1923), Geneva Convention (1927), New York Convention (1958), European Convention (1961) and the European Council Regulation (2001).

In the second part the author undertakes the analysis of the inconsistent case law on recognition and enforcement of nullified awards rendered by courts in France, the U.S., Austria, Germany, the Netherlands and Belgium.

The third part of the book represents the basic concepts of control exercised in international arbitration, among which the territorial and the delocalized approach are addressed.

Generally speaking, parties to international arbitration aim to achieve a final and binding award. The trend in international conventions and most of the national arbitration laws is to promote the validity and efficiency of arbitral awards. However, this overarching goal of parties still needs more support on behalf of the courts and arbitrators. This book is available for purchase at:

<http://www.peterlang.com/index.cfm?event=cmp.ccc.seitenstruktur.detailseiten&seitentyp=produkt&pk=53400>

Cross-border family mediation to counter the problem of child abduction by parents



Each year, around 170,000 international couples file for divorce within the European Union. These divorces often involve children. In some cases the conflict between the couple escalates to the point that one parent abducts the child to another country, taking away their right to contact with the left-behind parent for an extended period of time.

In Belgium Child Focus dealt with over 500 cases of international child abduction in 2011; in Germany there were over 700 cases.

Within the EU as well as internationally, instruments were created to solve these cases legally. However, these judicial instruments work slowly and do not always succeed in discouraging parents from abducting their children. According to a Belgian study conducted by Child Focus, it takes an average of one year for an international child abduction case to come to reach conclusion. Furthermore, we have observed that amicable solutions between parents are achieved quicker and last longer.

Mediation is an excellent instrument to support parents in this process. However mediation in an international setting requires specialized knowledge and skills. Cross-border family mediators must know and understand the relevant international judicial instruments. They must be able to work constructively with different cultures and languages in high conflict situations and facilitate realistic solutions to bridge large distances.

For the past two years Child Focus, MIKK (Mediation in International Conflicts Involving Parents and Children), the Catholic University of Leuven and the Dutch Child Abduction Centre have trained mediators from all EU Member States in international family mediation. In a 60-hour training they were taught a bi-national, bi-cultural, bi-lingual and bi-professional mediation model and practiced international cooperation. Even a few candidate member states sent mediators to this training. The project was funded by the European Commission.

This Network will assist parents in finding solutions that meet with the cross-border character of their conflict as in the case described above. Furthermore, it will be used to help solve international child abduction cases and support all involved professionals in this field.

An international family mediator can be found on www.crossbordermediator.eu.