Association for International Arbitration
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Inside this month's issue:

AIA Upcoming Events

- New AIA postgraduate degree program at the VUB University of Brussels in International Business Arbitration. Registration is now open for the 2010-2011 Academic year. More information can be obtained from our official brochure, which you may download at www.arbitration-adr.org

- Conference on The Most Favored Nation Treatment of Substantive Rights organized by the Association for International Arbitration in Brussels, Belgium. October 22, 2010

For further information on conferences organized by the Association for International Arbitration in Brussels, Belgium, please visit our web site

http://www.arbitration-adr.org

AIA: The International Arbitration Association of the Year

AIA is pleased to announce that we have been awarded the Corporate International Global Award for 2010 International Arbitration Association of the Year. It is an honor to be recognized for our continued dedication to the use and learning of alternative dispute resolution. 2009 was a year of tremendous progess for AIA, as we have begun several new educational projects in mediaiton and arbitration. We are confident that with this award, we will continue to develop into one of the leading think tanks on ADR and conflict resolution.

ADR for Lawyers: The European Mediation Training Scheme for Practitioners of Justice

From the perspective of a lawyer, deciding whether or not to allow one's party to enter into mediation is a decision that requires strategic calculations. Just as in litigation, there are costs and benefits. Lawyers must be aware of the power that mediators hold to influence the clients' interests and the bargaining process. Also, they must take care that the mediation is properly constructed. The mediator must be in tune with the needs of their client and the interested parites in the case must be present during the mediation. Still, with the low cost of mediation and high settlement rate, lawyers may use the structure of the process and the role of the mediator to increase their bargaining power and achieve a better outcome.

From the start, lawyers can use the mediator selection process to try to appoint a

mediator who will best handle the needs of the client and their case. Oftentimes, the key factor going into deciding on a mediator is how well they will be able to relate to the parties. The lawyers, who are familiar with the background of their clients, may select a mediator—be it a former business executive, litigator, or judge—with whom they can quickly establish a positive relationship.

During the actual mediation procedure, there are several tactics lawyers can utilize that they otherwise would not be able to do during adversarial dispute resolution. For example, during private sessions or "caucusing," lawyers may communicate to the mediator a bargaining point that is of much higher value than what could be expected. They may feel more comfortable doing so because they are aware that as a third party neutral, the mediator will then relay this message to the other party with a certain degree of gentleness. Essentially, the lawyers are using the mediator's respected status to carry offers that otherwise would be impossible to negotiate directly.

Parties may also propose to the mediator a position they would be willing to compromise on but that feel they are unable to express to the party directly. They may then ask that the mediator suggest this settlement during a joint session to see how the other party reacts. This is a great strategy for lawyers to use if their client is especially emotional or personally involved in the case matter. If their client refuses to portray to the other party their willingness to be flexible, the mediator may then do so impartially, reveal a concession and possibly overcome an impasse.

Nevertheless, a lawyer's actions during mediation much depend on the goals of his or her client. Parties must take these essential interests into account when formulating their opening statements and deciding upon the focus of their discourse. While it may seem minute, even the tone of such statements can have a significant outcome on how the other party responds, and the tone sets the scene in which the bargaining will take place. Before entering into mediation, lawyers and their clients must be certain that they are on the same page. If there are misunderstandings amongst the party while at the bargaining table, it could hurt their case and make their position weaker.

However, the benefit of mediation is that parties are often willing to provide more information than they would in a direct negotiation. Parties may give confidential information to the mediator that they do not want the other party to know. The mediator also acts as a conduit through which parties can determine priorities and express concerns. With this information the mediator can organize the facts in the case to determine where there is potential for deal making and compromise. Because mediation appointments are made with the general consensus that they are one-time sessions, parties enter with the mindset that they must, and will, mediate until an agreement is reached. The emphasis is on cooperation.

As mediation becomes an increasingly popular form of dispute resolution in civil and commercial matters, it is vital that lawyers educate themselves on the process. They must also analyze on a case-by-case basis how they may use the unique procedure to their client's advantage. The collaborative nature of mediation leaves many opportunities for both parties to create value that did not exist previously. This can take the form of a longer contract, a better business relationship, or even emotional relief. From this idea mediators get the term, "expanding the pie."

Consequently, even from the start of the pre-mediation stage there are various questions that a lawyer should ask himself: Do we actually need mediation? What reasons do I have to mediation? What is the right timing of the mediation to begin? How do I avoid that my interest in mediation signals that I believe I have a weak case? How do I choose a mediator? It is also important to ask questions throughout the actual mediation process to ensure that you and your client are better prepared: What type of mediator do I need? What can the mediator do for me? What are the possibilities of meetings and sub-meetings with my client? What kinds of strategies can I adopt during mediation? How can I prepare my client to answers questions from the mediator? What are the options for including experts and witnesses? What is the best time to caucus? What should I not tell the mediator? How can I use confidentiality requirements to my advantage? How can I influence the mediation process? Lawyers should not be afraid to ask questions that are hard for a third-party neutral to answer. By seeking answers to these types of inquiries, a lawyer may better serve his client during mediation and come out of the process winning. In order to better educate lawyers on these matters, the Association for International Arbitration has prepared a brand new mediation course to be released this summer, the "European Mediation Training Scheme for Practitioners of Justice," (EMTPJ).

EMTPJ will further explore how mediation may transform conflict into opportunity. This unique, two-week session educates lawyers, professionals, and students on cross-border civil and commercial mediation. Sponsored by the EU Commission, it is the only internationally recognized mediation course. Successful students will be able to apply for mediator accreditation around the world. Legal professionals will also leave the class with extensive knowledge of how to negotiate during mediation. As a result, businesses, lawyers, and individuals everywhere will have access to a highly skilled pool of mediators to help them negotiate international conflicts. In this sense, the EMTPJ project will take the field of mediation to new plateau in our globalized world.

Registration can be completed online at www.emtpj.eu.

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Inmaris v. Ukraine: Towards a Deferential Approach Regarding the Notion of 'Investment'

The notion of 'investment' determines the disputes susceptible to ICSID jurisdiction. However, the Convention does not define the term "investment" and does not enumerate activities or services that could be considered as such. Additionally, what constitutes an ICSID investment is unsettled in both case law and scholarship. Tribunals and commentators have formulated their own criteria. There are mainly two views of the notion of investment: one is more restrictive (i.e. seeking to define) and the other is more deferential (i.e. seeking to identify). In a recent ICSID decision *(Inmaris v. Ukraine)* on jurisdiction published in May 2010*, the Tribunal took a favorable stance on the deferential approach. Next we will explore the basic rationality of the ICSID system, the legal source for the discussion on the term "investment", the two main views on the way to assess this concept and the main reasoning of the Tribunal's decision.

The ICSID system

The ICSID system is a two-way covenant. On the one hand, it allows for *promoting economic development* and, on the other hand, it allows for providing *security*. The term that brings together the promotion of economic development and security is investment. At the same time, it is possible to refer to two different actors: investment-importing states and investment-exporting states. In this context, investment-exporting states provide capital and resources to the economy of investment-importing states, while the investment-importing states guarantee substantive rights and protections to the investment-exporting states and a reliable process to enforce them. ICSID then makes possible the two-way covenant function possible by providing a unique enforcement mechanism.

The legal source: Article 25(1)

Article 25(1) states: *"The jurisdiction of the Centre shall extend to any legal dispute arising directly out of an investment, between a Contracting State (or any constituent subdivision or agency of a Contracting State designated to the Centre by that State) and a national of another Contracting State, which the parties to the dispute consent in writing to submit to the Centre. When the parties have given their consent, no party may withdraw its consent unilaterally."*

As a result, Article 25 of the ICSID Convention limits the types of disputes that can be brought under ICSID. Basically, it sets two basic requirements, which are necessary to have jurisdiction in any case: consent and a legal dispute "arising directly out of an investment". However, the investment requirement has become a disputed notion, resulting in diverse approaches by ICSID tribunals and commentators.

The Views on Investment

The case law presents mainly two different views. The first view conceives of the term investment as a stand-alone idea which has an independent meaning even in some cases beyond the parties' control. This view is sometimes termed the "prescriptive" or "restrictive" approach, or the "deductive" method or "objective" definition. The second view conceives of the term investment as an idea controlled by the parties' consent to arbitration. In this context, consent should be the cornerstone of investment. This view is sometimes termed the "descriptive" or "deferential" approach, or the "intuitive method" or "subjective" definition.

Emmanuel Gaillard has described the two approaches in the following terms: "[a] number of arbitral tribunals have based their assessment of the presumption that there exists a true definition of an investment, and that such a definition is based on constitutive elements or criteria. Under this approach, a tribunal whose jurisdiction is challenged must ensure that all the constitutive elements are present, or that all the required criteria are fulfilled, in order to conclude that an investment exits for the purposes of its jurisdiction. Other tribunals, on the other hand, have considered the presence of certain 'characteristics' of an investment sufficient to satisfy the Convention's requirements that an investment exists, even if the same 'characteristics' are not always present from one case to the other."

Requirements under the Restrictive Approach: The Salini Test

The Salini test is the main expression of the restrictive approach. The name comes from the case Salini Costruttori v. Morocco decided in July 2001. This case is an important landmark in the area of investment arbitration. Salini describes five factors constituting a mandatory test for the purposes of Article 25(1). The five features are: (1) "a certain duration" of the enterprise; (2) "a certain regularity of profit and return"; (3) an "assumption of risk usually by both sides"; (4) a "substantial" commitment by the investor; (5) some "significance for the host State's development."

Finally, it is important to stress that while the difference between the approaches is not formal, it is substantial, as it may produce opposing results. As a matter of fact, in the words of Emmanuel Gaillard: "[i]n the former case [the deductive method or restrictive approach], the more numerous the factors, the more difficult it is to satisfy the investment requirement and the narrower the jurisdiction of the Centre becomes. In the latter case [the intuitive method or deferential approach], the addition of new 'characteristics' facilitates the recognition of an investment as this methodology accepts that an investment be recognized on the basis of some, but not all, of the said characteristics."

Inmaris v Ukraine (May 2010)

Having in mind that the factual part of the case is long and complex, this analysis focuses on the substantive considerations put forward by the Tribunal. The main points are explained next.

Previous cases. The Tribunal explained that it was beyond question that each Tribunal had its own mandate and competence, and that the decisions of prior tribunals in other cases were not binding on it in any respect. However, the Tribunal mentioned that it found it appropriate to consider the reasoning of, and conclusions reached by, such tribunals, and assess whether they might have been persuasive in the particular circumstances presented in the case before it.

States' Consent. The Tribunal explained that in most cases it is appropriate to defer to the State parties' articulation in the instrument of consent (e.g. the BIT) of what constitutes an investment. In this manner, if the State parties to a BIT agree to protect certain kinds of economic activity, and if they provide that disputes between investors and States relating to that activity may resolved through, inter alia, ICSID arbitration, they are indicating their belief that the activity constitutes an "investment" within the meaning of the ICSID Convention. The Tribunal mentioned that this judgment made by States that are both Parties to the BIT and Contracting States to the ICSID Convention should be given considerable

weight and deference. Finally, the Tribunal stressed that in order to proceed in a different way, a tribunal would need compelling reasons to disregard such a mutually agreed upon definition of investment.

How to apply the Salini Test. The members of the Tribunal stressed that while various tribunals have adopted some or all of the characteristics of an investment identified by the Salini v. Morocco tribunal, thereby limiting the definition of investment under the ICSID Convention, they are not persuaded that it is appropriate to impose such a mandatory definition through case law where the Contracting States to ICSID Convention chose not to specify one. The Tribunal concluded that the Salini test may be useful in the event that a tribunal were concerned that a BIT or contract definition was so broad that it might appear to capture a transaction that would not normally be characterized as an investment under any reasonable definition. Therefore, these elements could be useful in identifying such aberrations. Also, the Tribunal stressed that in some recent cases (Biwater v. Tanzania (2008), MHS v. Malaysia Annulment (2009), MCI v. Ecuador (2007) and RSM v. Grenada (2009)), tribunals and ad hoc committees have expressed the opinion that these elements should be viewed as non-binding, non-exclusive means of identifying (rather than defining) investments that are consistent with the ICSID Convention.

Comment

The concept of investment is the cornerstone of the ICSID Convention. However, ICSID case law has not shown consistency. This tends to affect the reliability of the Center (in this case Arbitral Tribunals and Ad hoc Committees) and at the same time this spurs the importance of arbitrators as individuals, which may then affect the transparency and confidence in the system. As a result, importing-investment countries will be more receptive to arbitrators favoring the restrictive approach while exporting-investment countries will be more receptive to arbitrators supporting the deferential approach.

The investment arbitration community should find a way to harmonize these two diverging trends in a manner consistent with the long-term interest and purpose of the ICSID system. There have been various ideas about how to approach this problem but there have not been any tangible results so far. Hopefully, this will occur sooner rather than later. Otherwise, the notion of investment will continue to be one of either 'define' or 'identify' in singular disputes.

*The decision is available at http://icsid.worldbank.org/ICSID/FrontServlet?requestType=CasesRH&actionVal=showDoc&docId=DC1490_En&caseId=C320

The MTA Arbitration: Everyone Loses

Background

Transport Workers Union Local 100 (Local 100) went on strike against the Metropolitan Transit Authority (MTA) in December of 2005 after failed contract negotiations. The strike paralyzed New York City and its aftermath is still felt in legal battles, policy changes, and economic hardships. New York City's Mayor Michael Bloomberg announced before the strike that a transit strike would result in a loss of over 400 million dollars a day to the city's economy and the city's government would lose 22 million dollars a day in tax revenue and overtime police expenditures. Justice Jones levied a one million dollar per day fine on Local 100 the day the strike began. On the second day of the strike, Governor George Pataki announced there would be no negotiations until the strikers returned to work and Justice Jones ordered the three highest leaders of Local 100 to appear in court to face criminal charges.

After sixty-six hours of no public transportation in New York City, the strike officially came to an end. The executive board of Local 100 voted overwhelmingly to cease striking after a deal was struck to drop pension demands in exchange for the members return to work. The end of the strike did not mean the end of conflict between the MTA and Local 100.

Five days after the strike Roger Toussaint announced a contract agreement between the parties that included increased wages, Martin Luther King Junior day as a holiday, paid maternity leave, and better health insurance, but the agreement was rejected by the workers who were still not satisfied with the healthcare provisions. The rejection came as a shock to the union's executive board, who had voted in favor of the agreement. Roger Toussaint held Governor Pataki's suggestion to block the pension rebates and misinformation circulating amongst the members to blame for the rejection of the contract agreement that he deemed to be favorable. After the rejection of the agreement, the state labor board ordered the parties to submit to binding arbitration under the Taylor Law.

The Arbitral Award

John E. Zuccotti, a lawyer and former deputy mayor, was chosen in January of 2009 by New York's Public Employment Relations Board to lead a three-member panel with the task of determining a new contract between the MTA and Local 100. The arbitration panel reached a decision in early August of 2009 that was largely in favor of Local 100. The workers were awarded an 11.3 percent wage increase over three years and a reduction in health care costs. The MTA refused to implement the contract decided on by the arbitration panel, arguing that it would cost them three-hundred and fifty million dollars, which they claimed to be unaffordable during the hardened economy. The MTA appealed to vacate the arbitration and the appeal went before Judge O. Peter Sherwood of the State Supreme Court in Manhattan. Judge Sherwood rejected the appeal, allowing Local 100 to keep the wage increases awarded by the arbitration panel.

Consequences

The dire financial situation the MTA currently faces questions the appropriateness of the 2009 arbitral award. The MTA faces a 400 million dollar budget deficit and has scheduled to raise all fares by 7.5 percent next year. As of now, the MTA owes 30 billion dollars in outstanding bonds. The MTA's financial woes are due in part to its unusually high labor costs. Other government agencies have decreased their workers' pensions to save money, but Legislation governing the MTA prohibits it from doing the same. The MTA is planning on laying off workers because there is little chance that New York City or the State will be able to provide new subsidies,

nor will Congress approve the pending two-billion dollar transit aid proposal. The MTA's current financial crisis was not caused exclusively by the transit strike and consequent arbitration, but they were contributing factors. The workers of Local 100 fought hard to win a wage increase but the struggle will have been in vain for the many who are about to lose their jobs. The arbitral panel demonstrated a lack of foresight when it laid down the award for Local 100. As a result, everyone loses.

Report on AIA's Conference on the UNCITRAL Model Law on International Commercial Arbitration

Arbitrators, legal professionals, and academics from around the world gathered at the HUB University of Brussels on Friday June 4th for AIA's conference titled, "The UNCITRAL Model Law on International Commercial Arbitration." The conference opened with a moment of silence led by Johan Billiet in recognition of the tragic killings of magistrate Isabelle Brandon and her court clerk Andre Bellemans last week in a civil tribunal. The city of Brussels and the international legal community are deeply saddened by this tremendous loss.

The AIA was proud to welcome its most internationally diverse list of guests and presenters to date to the stimulating one-day event. The goal of the conference, as stated from the outset, was to measure the degree of success and unification that the Model Law has achieved and its contribution to the development of legal thinking on international commercial arbitration in the past 25 years. Edouard Bertrand from Campbell, Philipparrt, Laigo & Associés and David D. Caron from Berkeley Law School moderated the conference. In his introduction, Mr. Bertrand noted the variety of reasons the UNCITRAL Model Law is implemented by differing countries, and thus the difficulty in measuring its relative success. His musing on this subject opened the room for debate on the merits of harmonization, the interpretation of international law, and whether the unification of countries with varying political, social, and legal systems is really feasible. To explore this, the program was divided into topical panels. The first explored the experiences of Canada, Africa (specifically OHADA), and Hong Kong and China with regards to the Model Law.

Jacques Darche on behalf of Gerald W. Ghikas from Borden Ladner Gervais discussed the UNCITRAL Model Law in Canada. First he described Canada's unique political structure involving multiple provinces and territories. He emphasized the fact that Canada uses two legal systems, common law in most provinces but civil law in Quebec. Mr. Darche's presentation was an appropriate opening given the fact that Canada was the first country in the world to adopt the UNCITRAL Model law back in 1986, and every province and territory has adopted the Model Law with modifications according to their own domestic legal standards. Alan Fénéon from Cabinet Fénéon & Delbrière Associés followed Mr. Darche with a more regional theme, examining the influence of the Model Law on the Organization for the Harmonization of Business Law in Africa (OHADA). Until 1999, very few OHADA member states had legislation specifically related to arbitration. OHADA then changed this by allowing parties to a contract to include arbitration clauses providing for proceedings to take place in any member state. The goal was to bolster local economy by encouraging foreign investment in Africa. OHADA's new arbitration law, "The Uniform Act" was largely influenced by the UNICTRAL Model Law and the move towards harmonization with international legal norms.

Giovanna Kwong from SJ Berwin then examined the influence of the Model Law on Hong Kong and China. Hong Kong, in a move to become Asia's premier regional dispute resolution center, implemented the Model Law in 1989. China, on the other hand, has held on to the China International Economic Trade Arbitration Commission, even though it has developed from a centrally planned economy to a market economy and an international business player. Nevertheless, both jurisdictions have experienced a heavy increase in arbitration case loads. Overall, this panel illustrated how the UNCITRAL Model Law has influenced the development of arbitration and dispute resolution in different jurisdictions and the economic and political results of a move towards harmonization.

Ryan Reetz opened the second session with a narrative about how Florida adopted the UNCITRAL Model Law and how "a bunch of lawyers learned about politics." Mr. Reetz walked the audience through the process of passing a bill in the Florida legislature, which first involves finding a politician to sponsor the bill. The United States has its own arbitration laws at the national and state levels, thus making the UNCITRAL Model Law mal-suited to its unique federal system. That only six states have adopted the Model Law is exemplary of this challenge to adapt the Model Law. Despite the challenges, the advantages of the UNCITRAL Model Law to Florida were its wide international acceptance and familiarity, uniformity and predictability, and several additional provisions not covered by the current Florida International Arbitration Act. When a group of lawyers decided to try to pass the UNCITRAL Model Law through the complex partisan US political system, they were able to convince the various interest groups and lobbyists that the Model Law would not only avoid financial burden to the state, but would make Florida a more attractive venue for international arbitrations, thus adding to a demand for its services, from translators to even tourism and hospitality services. The Florida legislature eventually recognized the economic benefit that the state would enjoy by adopting the Model Law and the bill was passed.

Johan Billiet, Yuliya Chernykh, and David D. Caron during the second panel discussion **on country's perspecti**ves of the UNCITRAL Model Law.

Johan Billiet, president of the Association for International Arbitration, gave a presentation on how reform of the Belgian Arbitration Laws that borrows from the 2006 amendments to the UNCITRAL Model Law could make Belgium a more competitive setting for international arbi-

trations. He provided a series of suggestions from a mechanism for review of arbiter expenses and interim measures to set off claims and arbitrator immunity. An interesting contrast was made between the Belgian arbitration law and that of Florida because in Belgium, an arbitral award cannot be enforced unless the arbitration clause is in writing, where as in Florida, an oral agreement is sufficient. Mr. Billiet stressed the lack of rules on multi-party arbitration in Belgium and suggested that Belgium considers the proposed Model Law rules governing multiple parties. Yuliya Chernykh, a native of Ukraine and an arbitrator from Arbitrade, closed the panel by discussing the UNCITRAL Model Law in her country and whether an update is needed since the 2006 Model Law revisions. She described the history of the Model Law in Ukraine and the political motivations in signifying their separation from the eastern bloc. The resulting discussion compared the varying national motivations behind adopting the Model Law and what exactly it means to make a national jurisdiction more "competitive."

The third panel moved away from country reflections and focused instead on specific provisions in the UNCITRAL Model Law. Carole Malinvaud from Gide Loyrette Nouel addressed the amendment to the UNCITRAL Model Law on interim measures. She did so specifically in the context of ex parte measures, illustrating their importance for the practice of arbitration in the sense that they can play a decisive role in avoiding the disappearance of assets or evidence before any decision is taken on the merits of the case. Gerold Zeiler of Schönherr Vienna spoke of the principle of Kompetenz - Kompetenz (competence-competence) in the Model Law, and how the principle has recently evolved to describe a tentative power of an arbitral tribunal has to decide on its own jurisdictions when the tribunal's decision is subjected to the control of state courts. The issue worsens when the claim is brought directly before a court. According to Mr. Zeiler, this begs the question as to whether Kompetenz-Kompetenz of an arbitral tribunal is a myth in today's world.

The third session ended with a presentation by Dirk Pulkowski of the Permanent Court of Arbitration on the court review of arbitral awards for *excès de pouvoir* (abuses of power). Essentially, there are four different possible situations along the degree of deference accorded to tribunals: 1. de novo review, 2. binding kompetenz-kopetenz provided that the parties intended such deference, 3. presumption that the tribunal has correctly determined its competence, and 4. a final binding kopetenz-komptenz of the tribunal. Mr. Pulkowski found that international tribunals such as the ICJ have inconsistent jurisprudence, but the general consensus is that any plausible interpretation by a tribunal qualifies as competent. Through citing various case law examples, Mr. Pulkowski's conclusion was that while the practice of international courts and tribunals does not generate legal authority, it can assist national courts in appreciating their specific roles under articles 34(2)(a)(iii) and 36(1)(a)(iii) of the Model Law.

The final panel of the day was split between Bertrand Derains of Derains Gharavi Paris and Miguel Galvão Teles of Morais Leitao, Galval Teles, Soares Da Silva & Associados. Derains spoke of the achievements and limits of the Model Law's annulment regime, outlining modalities of control stricter than those of the Model Law as well as those less strict than those of the Model Law as they are adopted by various countries. Because there is such a wide variability, the harmonization of annulment provisions is largely unsuccessful. Similarly, Mr. Teles noted that in the Model Law, provisions on the addition of full parties—be it through intervention or joinders—lack uniformity. For example, the relationship between the issues of the addition of parties and of equality should be much greater. There should also be a better method for distinguishing between the addition of parties before versus after the constitution of the arbitral tribunal. As this panel showed, uniformity is a huge challenge in the Model Law.

Professor Caron summarized the day by elaborating on the initial discussion about how different countries have varying motives for reforming their rules of arbitration. He pointed out that the two main reasons for reform seem to be the desire to be more competitive by having favorable rules to parties and the desire to strengthen the economy by having rules favorable to investors to increase and facilitate foreign investment. Professor Caron also concluded that flexibility is crucial to the success of the Model Law and that to preserve flexibility; the Rules should not be laden with excessive detail. He emphasized the importance of preserving the "spirit" of the rules when reforming them and cautioned lawmakers against changing the Model Law too much. Professor Caron advised lawmakers to only reform the Model Rules when it is absolutely necessary.

AIA would like to thank everyone involved in our conference *The UNCITRAL Model Law on International Commercial Arbitration: 25 Years* for making it a success. We would especially like to thank the sponsors: IDEF and the European Arbitration Chamber, moderators Edouard Bertrand and David D. Caron, conference speakers and all conference attendees.

We hope to see you at our next conference on the Most Favoured Nation Treatment of Substantive Rights, on October 22nd 2010. Please check our website for updates www.arbitration-adr.org

AIA is expanding to New York!

AIA is excited to announce that we have a new location in New York City. With this expansion, we hope to reach an even wider and more diverse audience. Our new office is located at:

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1 (212) 629 - 7630

AIA would like to give a special thank you to Eugene S. Becker for making our NYC expansion possible

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