CEPANI
THE BELGIAN CENTRE FOR ARBITRATION AND MEDIATION

Newsletter
January 2015

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IN THIS NEWSLETTER

AGENDA

16 JANUARY 2015 (09:30-12:30)
Brussels, place of arbitration – seminar organised by the French-speaking Order of attorneys at the Brussels Bar and CEPANI on the occasion of the solemn beginning of the year of the Brussels Bar

30 JANUARY 2015
Young ICCA Skills Training Workshop: “Moot Court: Interim Measures in International Commercial Arbitration”

24 FEBRUARY 2014 (12:00-14:00)
CEPANI40 lunch debate

4-5 MARCH 2015 (PARIS)
Visit to the ICC International Court of Arbitration

23-24 MARCH 2015
Brussels Pre-Moot 2015

5 MAY 2015 (17:30-19:30)
CEPANI40 debate evening with Ms. Erica STEIN and Ms. Hilde VAN DER BAAN on “Appointment of arbitrators: parties v arbitral institutions”

NEWS

CEPANI VISIT OF THE ICC INTERNATIONAL COURT OF ARBITRATION (4 & 5 MARCH 2015, PARIS)

On behalf of CEPANI, CEPANI40 and the International Chamber of Commerce in Belgium (ICC Belgium), we take great pleasure in inviting you to visit the International Court of Arbitration in Paris (France) this Spring, and to enjoy the privilege of meeting Mr. Andrea Carlevaris, Secretary General of the ICC International Court of Arbitration (Paris) and Director of Dispute Resolution Services of the ICC.

Please find the draft programme herebelow:

Wednesday March 4, 2015 - Dinner at the Belgian Embassy in Paris

Venue: Residence of the Belgian Ambassador in Paris, 25 rue de Surène, 75008 Paris (France)

18:30 – 20:00 Visit of the Ambassador's residence & Cocktail

20:00 – 22:00 Dinner at the Belgian Embassy in Paris

Thursday March 5, 2015 – Visit of the ICC International Court of Arbitration

Venue: International Chamber of Commerce – International Court of Arbitration 33-43 Avenue du Président Wilson, 75116, Paris

09:00 – 9:30 Welcome coffee

9:30 – 10:00 Welcome speech and recent developments at the ICC International Court of Arbitration and the Secretariat

10:00 – 10:30 Presentation of the ICC Commission on Arbitration and ADR activities, its latest reports and update on the different task forces by **Ms. Anne Secomb/Ms. Hélène van Lith**, ICC Commission on Arbitration and ADR

10:30 – 11:00 Presentation of the ICC International Centre for ADR: Mediation, by **Ms. Hannah Tümpel**, Senior Counsel and Manager, ICC International Centre for ADR

11:00 – 11:15 Coffee break

11:15 – 12:45 Recent experiences and statistics with Belgian parties in ICC Arbitrations

Round table discussion on the practices of the ICC International Court of Arbitration, chaired by **Mr. Andrea Carlevaris**, Secretary General of the ICC International Court of Arbitration (Paris) and Director of Dispute Resolution Services of the ICC.

* * *

The registration fee will be confirmed as soon as possible, together with the final invitation. However, ICC Belgium's secretariat remains at your disposal for any assistance in the matter.

To already express your interest or to receive more information, please contact Julie Deré at Julie.dere@iccwbo.org.

THE 2015 BRUSSELS PRE-MOOT FOR THE WILLEM C. VIS INTERNATIONAL COMMERCIAL ARBITRATION MOOT (23-24 MARCH 2015)

We are happy to invite you to the Brussels Pre-Moot which will take place on 23

and 24 March 2015 in Brussels.

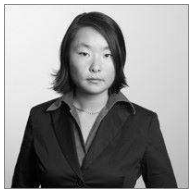
Following its success in 2014, the Brussels Pre-Moot will be held again this year. We encourage participants from all over the world to see how they deal with the challenges of emergency arbitration, multiple parties to arbitration and avoidance of contracts under the CISG that are subject of the 22nd VIS International Commercial Arbitration Moot. We invite top Belgian arbitrators and arbitration counsels to act as arbitrators in our competition.

To register, and to find all practical information, please visit http://www.brusselspremoot.be.

REVIEW OF THE NEW DUTCH ARBITRATION ACT AND THE NEW NAI (NETHERLANDS ARBITRATION INSTITUTE) ARBITRATION RULES

by Prof. Dr. Gerard MEIJER, *partner at NautaDutilh (Amsterdam/Rotterdam) and Professor at the Erasmus School of Law (Rotterdam)* & Bo Ra HOEBEKE, *senior associate at NautaDutilh (Amsterdam/Rotterdam)*

1. Introduction



In this overview, we will discuss the highlights of the New Dutch Arbitration Act and of the New Arbitration Rules of the Netherlands Arbitration Institute ("NAI"), which both entered into force on 1 January 2015 in relation to arbitrations commenced on or after 1 January 2015 (Article VI, paragraph 1, of the implementation Act and Article 62, paragraph 2 and 3, New NAI Rules).

The New Dutch Arbitration Act is based on proposed amendments to the former Dutch Arbitration Act, which were drafted by a group of arbitration specialists chaired by Professor Dr. Albert Jan van den Berg. These proposed amendments were presented to the Minister of Justice in 2006. However, it took a while before the Dutch Government presented a Bill for a new Dutch Arbitration Act to Parliament. The Bill dates from 15 April 2013 and was accepted by Parliament on 27 May 2014. Although the New Dutch Arbitration Act is not based on the UNCITRAL Model Law on International Commercial Arbitration (2006), the Dutch legislator, in the preparations for the New Dutch Arbitration Act, did look to the UNCITRAL Model Law (2006) as well as arbitration acts of other countries, such as Switzerland and England.

The New Dutch Arbitration Act forms part of the Dutch Code of Civil Procedure ("DCCP") and is included in the fourth book thereof (Articles 1020-1076 DCCP). Apart from the provisions regarding the recognition and enforcement of foreign arbitral awards, the New Dutch Arbitration Act - *i.e.* Title One (*Arbitration in the Netherlands*) - is applicable if the place of arbitration is located within the Netherlands, all this on a monistic basis, *i.e.*, without a distinction between national and international arbitrations.

2. Background of the New Dutch Arbitration Act; facilitating arbitration

The former Dutch Arbitration Act dates from 1 December 1986 and, although it functioned well, was considered outdated in some respects. In this respect, it is worth mentioning that the former Dutch Arbitration Act, at the time it came into force, was considered revolutionary, in that it provided for, *inter alia*, arbitral referee proceedings and for the consolidation of arbitration proceedings pending in the Netherlands. Concepts similar to the arbitral referee proceedings as contained in the former Dutch Arbitration Act or - what we would now refer to as - emergency arbitration, were adopted by arbitration institutes only many years after the former Dutch Arbitration Act introduced arbitral referee proceedings (*e.g.*, Appendix II to the SCC Arbitration Rules 2010 and Article 29 of the ICC Arbitration Rules 2012).
To keep up with the new developments in arbitration, especially in international arbitration, the legislator considered it necessary to update the - now former - Dutch Arbitration Act. Overall, in the New Dutch Arbitration Act, the legislator granted the parties more autonomy to shape the arbitration as they deem fit. In fact, only a few provisions in the Dutch Arbitration Act, all relating to due process, are of a mandatory nature.

3. Highlights of the New Dutch Arbitration Act

A full unofficial English translation of the text of the New Dutch Arbitration Act will soon be available on the website of the Netherlands Arbitration Institute (http://www.nai-nl.org/en/). The below summarises the highlights of the amendments incorporated in the New Dutch Arbitration Act.

3.1 Arbitration agreement

The provisions regarding arbitration agreements contain several noteworthy amendments. Firstly, Article 236 of Book 6, part n, of the Dutch Civil Code ("DCC") was amended such that an arbitration clause contained in general terms and conditions is no longer binding if it does not provide the consumer with an option to choose to have the dispute decided by the courts. Secondly, the new Article 167 of Book 10 DCC - based on Article 178, paragraph 2, of the Swiss Private International Law Act - provides that a State cannot invoke its internal law in order to dispute the validity of the arbitration agreement in case the other party was neither aware nor should have been aware of such internal law. Thirdly, the new Article 166 of Book 10 DCC - based on Article 177, paragraph 2, of the Swiss Private International Law Act - implements the so-called *favor*-principle as to the substantive law applicable to the arbitration agreement. It provides that an arbitration agreement is valid if it is valid according to the law chosen by the parties or to the law of the place of arbitration or, absent a choice of law, to the law that applies to the legal relationship to which the arbitration agreement relates. It should be noted that the broadly worded writing requirement of Article 1021 DCCP was not amended and, also under the New Dutch Arbitration Act, applies next to the substantive law applicable to the arbitration agreement.

3.2 Emergency arbitration

The emergency arbitration as maintained in the New Dutch Arbitration Act (Article 1043b, paragraph 2, DCCP) is still up to date. Firstly, the emergency arbitrator may render a decision in the form of an award (Article 1043b, paragraph 5, DCCP). Secondly, the Dutch regime does not oblige any of the parties to commence arbitral proceedings on the merits within a certain time limit after the rendering of the arbitral award in the arbitral emergency proceedings (as opposed to, for example, Appendix V, Articles 1, paragraph 6, and 6, paragraph 6(a), ICC Arbitration Rules 2012). Of course, if a party does commence arbitral proceedings on the merits, the arbitral tribunal in the arbitral proceedings on the merits is not bound by the arbitral award rendered by the emergency arbitrator.

3.3 Procedural matters

Article 1035, paragraph 7, DCCP specifically allows for institutional - as opposed to court - challenges, which is often provided for by arbitration institutes (such as the Netherlands Arbitration Institute; see below). As to the course of proceedings of the arbitration itself, Article 1036, paragraph 2 and 3, DCCP explicitly lays down the principles of due process and prevention of unreasonable delay. In addition, Article 1072b DCCP provides a statutory framework for e-Arbitration, including electronic arbitral awards.

3.4 Consolidation of arbitrations

The new Dutch Arbitration Act slightly amended the provision on consolidation of arbitral proceedings. In respect of arbitral proceedings pending *in the Netherlands*, a party may request that a third person designated to that end by the parties order consolidation with other arbitral proceedings pending *within or outside the Netherlands*, unless the parties have agreed otherwise (Article 1046, first sentence of paragraph 1, DCCP). In the absence of a third person designated to that end by the parties, the provisional relief judge of the district court of Amsterdam may be requested to order consolidation of arbitral proceedings pending *in the Netherlands* with other arbitral proceedings pending *in the Netherlands*, unless the parties have agreed otherwise (Article 1046, second sentence of paragraph 1, DCCP).

3.5 Arbitral awards

The New Dutch Arbitration Act also contains several practical - but major - amendments that relate to the final stages of the arbitration. Firstly, Article 1057, paragraph 5, DCCP allows the parties to agree, after the arbitration has been commenced, that arbitrators are not to reason the award. Secondly, Article 1058 DCCP abandons the requirement that the tribunal deposit the award with the registry of the relevant court, unless the parties agree to such requirement. The date of dispatch of the award is now determinative with regard to the time limits for instituting, for example, setting aside proceedings (see Article 1064a, paragraph 2, DCCP).

3.6 Limited/streamlined court involvement

The Dutch legislator sought to limit and streamline the Dutch courts' involvement in - while increasing the support provided by courts to - arbitrations. The Dutch courts' assistance to arbitrators is explicitly limited to what arbitrators are not able to (timely) do themselves

(Articles 1022c and 1074d DCCP). However, such court assistance - for example, the examination of witnesses - is also available with regard to arbitrations that take place outside the Netherlands (Article 1074 c DCCP).

Setting aside proceedings and enforcement proceedings regarding foreign arbitral awards are streamlined to one factual instance only, before the Courts of Appeal (Articles 1064, paragraph 1, and 1075, paragraph 2, DCCP). More importantly, Article 1064a, paragraph 5, DCCP introduces an opt-out possibility with regard to appeal to the Supreme Court in setting aside proceedings (unless one of the parties is a consumer). In addition, Article 1065, paragraph 4, DCCP implements settled case law that only a *serious* non-compliance by a tribunal with its mandate can provide a ground to set aside an award. In case an award is set aside - other than on the basis of a lack of a valid arbitration agreement - the New Dutch Arbitration Act abandons the rule that the relevant national court's competence revives and states that the arbitration agreement remains in force (Article 1067 DCCP).

3.7 Remission

Finally, we note that Article 1065a DCCP introduces the remission of a case to a tribunal by the Court of Appeal in setting aside proceedings. The Court of Appeal may suspend the setting aside proceedings in order to allow the tribunal to rectify a ground for setting aside by reopening the arbitration and, after having heard both parties, rendering a new award that replaces the award in relation to which these setting aside proceedings were instituted. Subsequently, the Court of Appeal will render its judgment in the setting aside proceedings, taking into account the new award.

4. Highlights of the New NAI Arbitration Rules

The New Dutch Arbitration Act necessitated the amendment of the Arbitration Rules of the Netherlands Arbitration Institute. The below - very succinctly - summarises the highlights of the amendments incorporated in the New Arbitration Rules of the Netherlands Arbitration Institute (see http://www.nai-nl.org/en/, which includes (as from page 38) the Netherlands Arbitration Institute's comments and recommendations).

In line with the most important amendments to the Dutch Arbitration Act - as summarized above - the New NAI Arbitration Rules now (i) facilitate a challenge procedure before a NAI Challenge Committee (Article 19 New NAI Rules), (ii) implement practical rules in the context of e-Arbitration (see Articles 1, 3, 4, 7, 8, and 21 New NAI Rules), (iii) facilitate a procedure for the consolidation of NAI arbitrations before a special 'consolidator', (iv) incorporate a provision on remission (Article 49 New NAI Rules), and (v) exclude the deposit of arbitral awards with the registry of the registry of the relevant court, unless the parties have agree otherwise (Article 45 New NAI Rules).

In addition, the possibility of summary arbitral proceedings (*i.e.* emergency arbitration), which was already included in the previous version of the Rules, is maintained (Articles 35 and 36 New NAI Rules).

As a final note, a fundamental change is reflected in Articles 13 and 14 New NAI Rules, which provide that with regard to the appointment of arbitrators the so-called list-procedure is, in principle, replaced by party appointment.

5. Conclusion

In conclusion, both the New Dutch Arbitration Act and the New Arbitration Rules of the Netherlands Arbitration Institute contain considerable improvements. This reflects the Dutch legislator's aim to promote the Netherlands as a venue for international arbitrations, especially in view of the important arbitration institutions that are located in the Netherlands, such as the Permanent Court of Arbitration in The Hague. These improvements will, in any case, certainly contribute to Dutch arbitration practice and make the Netherlands an even more arbitration-friendly venue.

CEPANI SCIENTIFIC COLLECTION: PUBLICATION OF "ARBITRAGE EN VERZEKERINGSRECHT / ARBITRAGE ET LE DROIT DES ASSURANCES"

De wetenschappelijke collectie van CEPANI wordt verder aangevuld met het boek “Arbitrage en verzekeringsrecht / Arbitrage et le droit des assurances”. Dit boek bundelt de bijdragen van het colloquium dat CEPANI organiseerde op 9 december 2014 met als thema “Arbitrage en verzekeringsrecht”.

Op welke manieren kan arbitrage een uitkomst bieden voor geschillen in het domein van het verzekeringsrecht? Negen experten bogen zich over de kwestie. Dit boek verzamelt de bijdragen van Dirk De Meulemeester, Jean-Pierre Fierens, Marcel Fontaine, Benoît Le Bars, Didier Matray, Maud Piers, Yves Thiery, Herman Verbist en Françoise Vidts.

Dit boek vormt een bijzonder interessante lectuur voor advocaten, bedrijfsjuristen, verzekeringsexperts, magistraten, arbiters, docenten en onderzoekers.

Klik hier en bestel uw exemplaar.

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La collection scientifique du CEPANI s'est dotée d'un nouvel ouvrage, "Arbitrage en verzekeringsrecht / L'arbitrage et le droit des assurances". Cet ouvrage contient les contributions du colloque organisé par le CEPANI, le 9 décembre 2014, sur le thème "L'arbitrage et le droit des assurances".

De quelle manière l'arbitrage peut-il fournir une solution pour les litiges dans le domaine du droit des assurances? Neuf experts renommés ont examiné cette question. Cet ouvrage rassemble les contributions de Dirk De Meulemeester, Jean-Pierre Fierens, Marcel Fontaine, Benoît Le Bars, Didier Matray, Maud Piers, Yves Thiery, Herman Verbist et Françoise Vidts.

L'ouvrage ne manquera pas de retenir l'attention des avocats, des juristes d'entreprise, des experts dans le domaine d'assurances, des magistrats, des arbitres professeurs et chercheurs.

Commandez votre exemplaire en cliquant ici.

VERSLAG OVER HET CEPANI COLLOQUIUM "ARBITRAGE EN VERZEKERINGSRECHT" (9 DECEMBER 2014)

Door Maarten DEVINCK, *advocaat aan de balie te Gent (Everest) en assistent internationale handelsarbitrage aan de UGent.*

Op het programma van het colloquium "Arbitrage en verzekeringsrecht" stonden zes lezingen van specialisten in de materie en een afsluitende paneldiscussie.

De spits werd afgebeten door **Dr. Yves Thiery**. Hij belichtte het belang van de gelijkwaardigheid van de partijen in verzekeringsgeschillen, een essentiële voorwaarde voor het welslagen van de procedure die ook de wetgever niet ontgaan is. Deze voerde immers, ter bescherming van de verzekerde consument als zwakkere partij, een verbod van compromissoire bedingen in verzekeringsovereenkomsten in. De consument kan slechts in een arbitrageprocedure toestemmen nadat het verzekeringsgeschil ontstaan is. Mr. Thiery stond verder stil bij de nood aan bijzondere expertise van de arbiters zetelend in verzekeringsgeschillen.

De volgende spreker, **Prof. Dr. Maud Piers,** behandelde de (on)rechtmatigheid van arbitrageovereenkomsten in de verzekeringsrelatie tussen de professionele verzekeraar en de verzekerde consument. Prof. Piers zette als inleiding het uitgebreid Europees en nationaal wetgevend kader uiteen waarbinnen *business-to-consumer* arbitrage mogelijk is. Vervolgens evalueerde zij de geschiktheid van arbitrage als middel tot beslechting van verzekeringsgeschillen met consumenten. Hiertoe gebruikte zij de Geschillencommissie reizen als vergelijkingspunt. Deze sectorale arbitrage-instantie slaagt er dankzij haar goedkope, informele en laagdrempelige procedure, in combinatie met de actieve begeleiding van de partijen, zeer goed in geschillen tussen reisorganisaties en consumenten tot een goed einde te brengen.

Na de koffiepauze besprak **Dr. Herman Verbist** in hoeverre arbiters aansprakelijk kunnen worden gesteld voor fouten in de uitvoering van hun taak, en de mate waarin zij deze aansprakelijkheid kunnen beperken en zich tegen dergelijke vorderingen kunnen verzekeren. Mr. Verbist ging hierbij rechtsvergelijkend te werk en analyseerde de problematiek vanuit verschillende Europese en internationale arbitragewetten. De relatie tussen arbiters en partijen is van contractuele aard, hetzelfde geldt dus voor eventuele aansprakelijkheidsvorderingen. Arbiters kunnen hun aansprakelijkheid voor zware fouten en

grove tekortkomingen bij de uitvoering van hun opdracht contractueel uitsluiten, maar het Belgisch Hof van Cassatie aanvaardt geen exoneratie voor een opzettelijke fout of bedrog. Verzekering voor deze aansprakelijkheid is mogelijk, zij het met beperking van het bedrag en het territorium van dekking. Een opzettelijke fout of bedrog van de verzekerde arbiter zullen niet door de verzekeraar worden gedekt.

De voormiddag werd afgesloten door **Prof. Dr. Didier Matray**. Luidop dromend van een wereld waarin alle verzekeringsgeschillen voor arbitrage instanties worden gebracht, lichtte prof. Matray de verhouding met derden binnen de verzekeringsarbitrage toe. In veel verzekeringcontracten valt de persoon van de verzekeringnemer immers niet steeds samen met die van de verzekerde. De vraag rijst dus in hoeverre een persoon of entiteit die geen arbitrageovereenkomst ondertekende, toch door deze overeenkomst, en de eventuele arbitrale sententie die hieruit volgt, gebonden kan zijn. Het is belangrijk vooraf rekening te houden met deze vraagstukken en zoveel mogelijk zorgvuldig per overeenkomst te regelen. Verder is het aan het scheidsgerecht een balans te zoeken tussen de overeenkomst, de plicht van de partijen om te goeder trouw te handelen en het recht van iedere betrokkene op een eerlijk proces.

Na de lunch belichtte **Mr. Benoît Le Bars** enkele aandachtspunten m.b.t. de relatie tussen verzekeringen en investeringsarbitrage. Verzekering speelt een essentiële rol in de wereld van internationale investeringen. Bedrijven zullen zelden rechtstreeks internationaal investeren zonder dat de onvermijdelijke politieke risico's die dit met zich meebrengt worden gedekt. Men kan hiervoor aankloppen bij verscheidene private of publieke, binnenlandse of internationale verzekeraars. Tot slot besprak Mr. Le Bars de voor- en nadelen van investeringsarbitrage bij ICSID, UNCITRAL en ICC.

De slotspreker was **Mr. Jean-Pierre Fierens**, die het onderwerp van de derdepartijfinanciering besprak. Dit mechanisme waarbij een geldschieter de kosten van een procedure van een derde financiert, in ruil voor een deel van het bedrag dat deze laatste ontvangt na een eventuele gunstige uitspraak, is op zijn minst controversieel te noemen. Dit idee van Angelsaksische oorsprong wordt door de voorstanders gehuldigd om de gelijkheid van kansen die financieel zwakkere partijen op deze manier krijgen in geschillen tegen grote multinationals. De tegenstrevers zijn hevig gekant tegen het speculeren op handelsgeschillen tussen derden en noemen het onethisch om het rechtssysteem op deze manier te gebruiken voor geldgewin.

Na de tweede koffiepauze kreeg het panel, bestaande uit **Mr. François Lamy**, **Mr. Jean-Pierre Fierens**, **Mr. Gregoire Jakhian**, **Mr. Ralph De Wit**, **Mr. Benoît Le Bars** en **Prof. Dr. Ludo Cornelis**, en voorgezeten door **Prof. Em. Luc Schuermans** en **Prof. Em. Guy Keutgen**, de kans te discussiëren over de besproken onderwerpen. De tegengestelde standpunten van de panelleden omtrent derde partijfinanciering illustreerden het controversiële karakter waarnaar Mr. Fierens tijdens zijn lezing verwees.

Als afsluiter van het colloquium bracht **Prof. Em. Marcel Fontaine** enkele slotbedenkingen naar voor. Deze laatste toonde zich verheugd over de brede waaier aan besproken onderwerpen en bedankte de organisatoren, sprekers, panelleden en aanwezigen voor de boeiende uitwisseling van informatie en ideeën die de organisatie van dit colloquium mogelijk had gemaakt.

YOUNG ICCA SKILLS TRAINING WORKSHOP: "MOOT COURT: INTERIM MEASURES IN INTERNATIONAL COMMERCIAL ARBITRATION" (30 JANUARY 2015, BRUSSELS)

YOUNGICCA
OPENING THE DOORS OF INTERNATIONAL ARBITRATION

On behalf of Young ICCA, we are pleased to invite you to attend a joint Belgium and Luxembourg Young ICCA arbitration skills training workshop taking place on 30 January 2015 in Brussels, Belgium.

There are 20 spots available for Young ICCA members to attend the event. The workshop will also be attended by approximately 10 young arbitration practitioners based in Belgium and Luxembourg.

The topic of the Brussels workshop is "Moot Court: Interim Measures in International Commercial Arbitration". As the title suggests, the participants will be involved in a mock trial, during which they will have to draft and plead, on behalf of Claimant's and Respondent's teams, in favor or against granting provisional measures, whereas the Arbitral Tribunal's team will render a decision. This whole process will be supervised by tutors, who will assist the participants in the accomplishment of their tasks.
The faculty of the workshop includes: **Prof. Jan Kleinheisterkamp (LSE), Ms. Fedelma Claire Smith (PCA), Ms. Jennifer Kirby (Kirby Arbitration), and Ms. Noradèle Radjai (Lalive).**

The workshop is hosted by Young ICCA with the kind support of CEPANI, Linklaters LLP, Hanotiau & van den Berg and Stibbe. Registration to the workshop will take place in the evening of 29 January 2015, together with an informal welcome drink. The workshop will start in the morning of 30 January 2015 and will last the whole day. The venue is the Palace of Justice, Place Poelaert 1, Brussels**.** The workshop will be followed by a cocktail reception.

Participants will be selected in the following days on a first-come, first-served basis. The 20 seats available for Young ICCA members cover participation to the session of 30 January and following cocktail reception, plus accommodation for two nights.

The timeline for the event (08:30 am – 08:00 pm)

I. Registration: 08:30 am – 09:00 am
II. Introduction: 09:00 am – 09:05 am
III. Keynote address: 09:05 am – 09:15 am (Jan Kleinheisterkamp, LSE)
IV. Presentation by tutors: 09:15 am – 10:00 am (Fedelma Claire Smith, PCA; Jennifer Kirby, Kirby Arbi-tration; Noradèle Radjai, Lalive)
V. Coffee break: 10:00 am – 10:15 am
VI. Drafting Session I: 10:15 am – 12:30 pm
VII. Lunch: 12:30 pm – 01:45 pm
VIII. Mock trial: 01:45 pm – 03:30 pm
IX. Drafting Session 2: 03:30 pm - 04:45 pm
X. Coffee break: 04:45 pm – 05:00 pm
XI. Decision and evaluation: 05:00 pm – 05:45 pm
XII. Closing remarks: 05:45 pm – 06:00 pm (Jan Kleinheisterkamp, LSE)
XIII. Cocktail reception: 06:00 pm – 08:00 pm

Please find all practical details and information on how to register at the Young ICCA website by clicking here. Questions can be directed to Ms. Iuliana Iancu and Mr. Michael Wietzorek at events@youngicca.org.

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REFERENCES

Case Law

Belgium

• Commercial Court of Turnhout, 8 November 2013, *P&B* 2014-5/6, p. 236

Convention d'arbitrage – effet post-contractuel – intention commune des parties
Arbitrageovereenkomst – post-contractuele uitwerking – gemeenschappelijke bedoeling partijen
Arbitration agreement – post contractual effect – common intention of the parties

International

• Court of Justice of the European Union, 3 April 2014, C-342/13

Protection des consommateurs - Directive 93/13/CEE - Contrat de prêt hypothécaire conclu avec une banque - Clause prévoyant la compétence exclusive d'une instance arbitrale - Informations concernant la procédure d'arbitrage fournies par la banque lors de la conclusion du contrat - Clauses abusives - Critères d'appréciation.

Bescherming van consument - Richtlijn 93/13/EEG - Met bank gesloten overeenkomst voor hypothecaire lening - Beding dat voorziet in exclusieve bevoegdheid van scheidsgerecht - Door bank bij sluiting van overeenkomst verstrekte informatie over arbitrageprocedure - Oneerlijke bedingen - Beoordelingscriteria.

Consumer protection - Directive 93/13/EEC - Contract for a mortgage loan concluded with a bank - Clause providing for the exclusive competence of a single arbitration tribunal - Information on the arbitration procedure provided by the bank at the conclusion of the contract - Unfair terms - Criteria for assessment.

• Court of Justice of the European Union, Opinion of Advocate General Wathelet, 4 December 2014, C-536/13 (Gazprom)

Espace de liberté, de justice et de sécurité – Coopération judiciaire en matière civile – Règlement (CE) n° 44/2001 – 'Anti-suit injunction' prononcée par un tribunal arbitral situé dans un État membre – Interdiction d'engager la procédure devant un tribunal d'un autre État membre – Injonction de limiter les conclusions formulées dans un recours juridictionnel – Droit d'une juridiction de ce deuxième État membre de refuser la reconnaissance de la sentence arbitrale – Décision indépendante d'une juridiction portant sur sa compétence concernant un litige entrant dans le champ d'application du règlement (CE) n° 44/2001 – Assurance de la primauté du droit de l'Union et de l'efficacité du règlement (CE) n° 44/2001

Ruimte van vrijheid, veiligheid en recht – Justitiële samenwerking in burgerlijke zaken – Verordening (EG) nr. 44/2001– ‚Anti-suit injunction' van scheidsgerecht met zetel in lidstaat – Verbod om procedure aanhangig te maken bij gerecht van andere lidstaat – Bevel om in gerechtelijke procedure geformuleerde vorderingen te beperken – bevoegdheid van gerecht van andere lidstaat om erkenning van scheidsrechterlijke uitspraak te weigeren – Zelfstandige beslissing van gerecht met betrekking tot eigen bevoegdheid ten aanzien van geschil dat onder toepassingsgebied van verordening (EG) nr. 44/2001 valt – Waarborging van voorrang van Unierecht en van doeltreffendheid van verordening (EG) nr. 44/2001

Area of freedom, security and justice — Judicial cooperation in civil matters — Regulation (EC) No 44/2001 — Anti-suit injunction issued by an arbitral tribunal situated in a Member State — Prohibition on initiating proceedings before a court of another Member State — Injunction to limit the claims made in judicial proceedings — Right of a court of the second Member State to refuse to recognise the arbitral award — Independent judgment of a court on its jurisdiction over a dispute falling within the scope of Regulation No 44/2001 — Safeguard of the primacy of EU law and of the effectiveness of Regulation No 44/2001)

Doctrine

Books

A.J. VAN DEN BERG, *ICCA (International Council for Commercial Arbitration) Yearbook Commercial Arbitration*, The Hague, Kluwer, 2015, 788p.

Articles

Belgium

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VARIA

- ICC YAF-YAAP Joint Conference: Young approaches to arbitration (28 March 2015, Vienna)

Building on the success of their partnership, the Young Austrian Arbitration Practitioners (YAAP) and the ICC Young Arbitrators Forum (ICC YAF) are organising their 7th joint annual conference to take place on 28 March 2015, just after the kick off of the moot competition in Vienna. This year's moot problem is based on the ICC Rules of Arbitration which are in force as of 1 January 2012. This conference is designed to bring together experienced arbitration practitioners of 40 years and under to have an in-depth look into substantial topics.

For more information on this promising event and to register, please consult the ICC YAF or YAAP websites http://www.iccwbo.org/Training-and-Events/All-events/Events/2015/ICC-YAF-YAAP-Joint-Conference-Young-approaches-to-arbitration/

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