



COLUMBIA ARBITRATION DAY 2015

Back to Basics: Enduring Challenges in International Arbitration Law

Friday, March 6, 2015

Columbia Law School

*New York State Areas of Professional Practice
6.0 CLE credits are available for this event.*



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Welcome from the Dean



Dear Conference Participant,

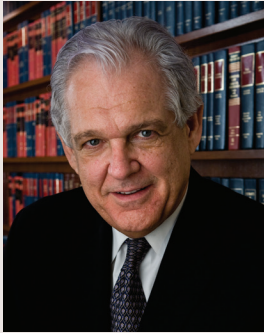
It is my pleasure to invite you to Columbia Arbitration Day on March 6, 2015. We are very pleased to host several leading practitioners in the field of international arbitration, outstanding faculty, as well as students and alumni, for a day-long conference. This effort arises from our recognition of the common interests of practitioners, academics, and students in this field, and our belief that we can offer a valuable and unique service by bringing these diverse groups together. We hope to provide a platform for the mutually beneficial exchange of ideas and solutions to some of the most prominent and difficult issues this field faces today.

We hope that you will take advantage of this opportunity, and we look forward to welcoming you to Columbia Law School.

Best,
Gillian Lester
Dean and the Lucy G. Moses Professor of Law



Welcome from Professor George Bermann



It is with enormous pleasure that I participate in welcoming you to today's sixth annual Columbia Arbitration Day ("CAD"). This year's edition of CAD, like its predecessors, is the product of the exceptional talent, energy and resourcefulness of Columbia Law School students committed to a heightened understanding and appreciation of international arbitration in the resolution of international commercial and investment disputes. The roster of speakers that Columbia International Arbitration Association (CIAA) has assembled continues to be a glorious one, enabling CAD to have become a premier venue on the calendar of world-wide international arbitration events.

Like the student organizers, I have been struck by the durability over the years of particular challenges to the international arbitration system. This year's program has the merit of re-focusing on problems that have proved, in varying degrees, intractable, in the expectation that renewed attention to them will pay dividends.

I was unable due to illness to participate directly in last year's CAD, but at the time fully expected to once again, in 2015, be as deeply involved in the event as in prior years. That, unfortunately, was not to be, due to the illness' unexpectedly long duration. But I am deeply pleased to have made the progress that enables me today not only to welcome you to this year's CAD, but to participate actively in it. It has been difficult being for so long at such a physical remove from the classroom, from live CICA events and from other occasions to work with the remarkably committed arbitration-minded students whom Columbia attracts and whom Columbia seeks to serve.

I can think of no better occasion than Columbia Arbitration Day 2015 on which to visibly rejoin, and reaffirm my commitment to, the international arbitration community of which Columbia Law School, through CICA and CIAA and their members, is such a pillar.

I have every confidence that attendees will emerge from CAD 2015 with an enhanced appreciation of international arbitration's challenges and of paths to effectively meeting them.

With sincerest regards,
Professor George A. Bermann
Director, Center for International Commercial and Investment Arbitration
Columbia Law School



Welcome from the Conference Chairs



Dear Conference Participants:

It is our pleasure to invite you to the sixth annual Columbia Arbitration Day on Friday, March 6, 2015.

Columbia Arbitration Day has quickly become a premier international arbitration event, bringing together scholars, practitioners, and students from all over the world for an annual discussion on the challenges that drive the international arbitration community. The conference's increased popularity and continued success are attributable to the invaluable contributions of our panelists, and the generous support of Professor Bermann and our sponsors and partner organizations. We are proud to continue this legacy, and honored to have played our part in ensuring another successful Columbia Arbitration Day.

This year's conference theme, "Back to Basics: Enduring Challenges in International

Arbitration Law," reflects a desire to refocus the attention of the international arbitration community on the basic issues that remain unresolved, despite the significant period of time over which they have been recognized as highly important. The four panels discuss the law governing the validity of the arbitration agreement, the application of preclusion principles by both arbitral tribunals and courts, the ongoing debate over the desirability of investment arbitration, particularly in the context of the Transatlantic Trade and Investment Partnership, and the distinction between contractual and bilateral investment treaty claims and the interpretation of umbrella clauses.

In addition to the panels, the conference will provide scholars, practitioners, and students a unique opportunity to engage in deeper, more focused discussions on the latest developments and enduring challenges in international arbitration during the breakfast, luncheon, evening reception, and coffee breaks. We hope attendees will gain both theoretical and practical understanding of the issues raised, and capitalize on the opportunity to make meaningful connections.

Thank you for your participation, and welcome to Columbia Arbitration Day 2015.

Sincerely yours,
Maria Arboleda, Farah Haidar, Tom Heintz, and Gabriela Lopez
Conference Co-Chairs



Information

Date

Friday, March 6, 2015

Conference Venue

Columbia Law School

Jerome L. Greene Hall

435 West 116th Street, at the intersection of Amsterdam Avenue

New York, NY 10027

Travel

Participants are responsible for making their own travel arrangements. It is recommended that you check your visa requirements with your local embassy or consulate. For further information on hotel accommodation please visit <http://www.columbia.edu/content/visitors-center.html>.

Registration

Pre-register online at <http://web.law.columbia.edu/columbia-arbitration-day>. Online pre-registration is necessary to secure attendance. Please note that conference rates are flat and fees cannot be prorated according to attendance. Space is limited. Confirmed reservations are transferable. In order for your name to appear on the list of participants, which will be distributed at the conference, your registration information must have been received by March 3, 2015.

Succeed here, thrive anywhere

As a worldwide law firm, we can offer you training, experiences and opportunities that few firms can match. It's not surprising that many of our lawyers have amazing stories to tell.

You'll be working with some of the most talented business lawyers in the world, advising on some of the most exciting cases.

You'll gain the experience and knowledge you need to become a world-class lawyer and trusted business advisor.

That's why we say that if you succeed with us, you'll thrive anywhere.



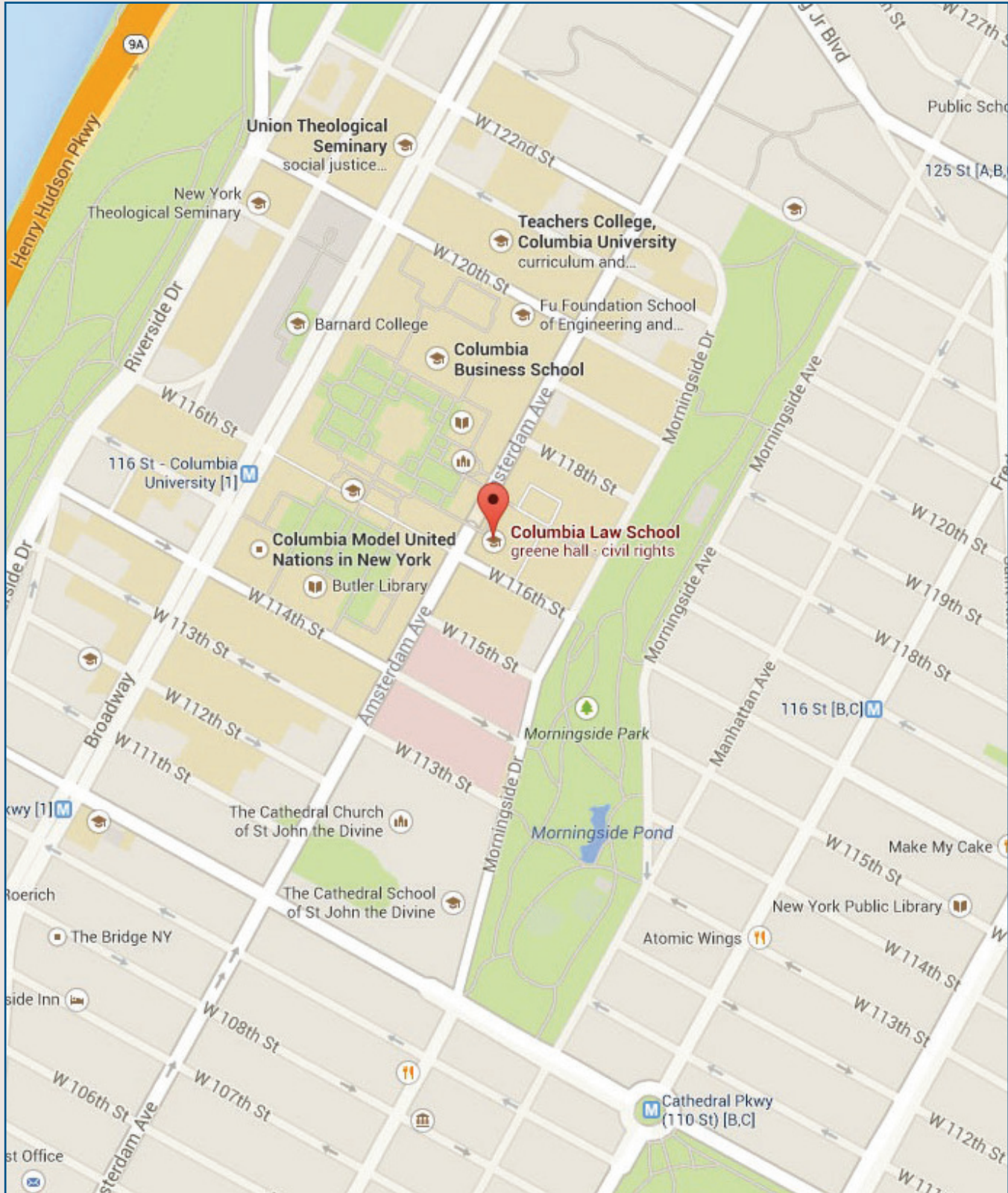
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Columbia Law School Map





COLUMBIA LAW SCHOOL

Columbia International
Arbitration Association



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NYS CLE Credit

Columbia Law School has been certified by the New York State Continuing Legal Education (CLE) Board as an Accredited Provider of CLE programs. Under New York State CLE regulations, this live transitional and nontransitional CLE program will provide in aggregate a maximum of six (6.0) credit hours that can be applied toward the Areas of Professional Practice requirement. The CLE credit award is based on sessions attended in their entirety only, as reflected in the conference registers, which attorneys seeking credit must sign both prior to and following their attending program sessions both for the morning sessions and for the afternoon sessions.

Attorneys attending only part of a session are not eligible for partial credit for it, although they are most welcome to attend it. On sign-out, at the morning or afternoon sessions' conclusion or otherwise on departure, attorneys should also submit their completed evaluation form, furnished at the conference. Please note that the NYS Certificates of Attendance will be sent to the mailing address as it appears in the sign-in/-out registers unless otherwise noted there. CLE points are available for experienced NYC attorneys only. Attorneys seeking credit for a jurisdiction other than New York should consult the relevant jurisdiction's guidelines for the reporting of such credit.

Inquiries

Please direct your inquiries regarding CLE to Lynn Beller (lbelle1@law.columbia.edu) and all other registration or conference inquiries to the Columbia International Arbitration Association (ciaa@law.columbia.edu).



Chadbourne lawyers have a wealth of experience in all forms of arbitration, including commercial, investor-state, NAFTA, and WTO proceedings before panels worldwide.

We are proud supporters of
Columbia Arbitration Day 2015



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Panels

The first panel, *“Mock Case: Choice of Law and the Arbitration Agreement,”* focuses on the law governing the substantive validity of the arbitration agreement and its extension to non-signatories.

The second panel, *“Res Judicata and Collateral Estoppel in International Arbitration,”* discusses the application of preclusion principles by both arbitral tribunals and courts in the context of international arbitration.

The third panel, *“ISDS Mechanism in the Negotiation of the Transatlantic Trade and Investment Partnership,”* sheds light on the ongoing debate over the desirability of investment arbitration, particularly in the context of the Transatlantic Trade and Investment Partnership.

The fourth panel, *“Mock Case: Scope and Effect of Umbrella Clauses in Investment Treaties,”* focuses on the distinction between contractual and bilateral investment treaty claims and the interpretation of umbrella clauses in International Investment Arbitration.

Clifford Chance is proud to support Columbia Arbitration Day 2015.

We are one of the world's pre-eminent law firms, with significant depth and range of resources across five continents. As a single, fully integrated, global partnership, we pride ourselves on our approachable, collegial and team-based way of working. We always strive to exceed the expectations of our clients, which include corporates from all the commercial and industrial sectors, governments, regulators, trade bodies and not-for-profit organisations. We provide them with the highest-quality advice and legal insight, which combines the Firm's global standards with in-depth local expertise.

C L I F F O R D
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Panel 1 – Mock Case: Choice of Law and the Arbitration Agreement

Solar Premiere (“Solar”), a company incorporated in Peru, sought to develop a solar power plant in Peru (the “Project”). Solar commenced negotiations with contractor Shine Energy (“Shine”), a company incorporated in Germany specializing in the construction of solar power plants. The CEO of Shine Holding, the parent company of Shine incorporated in New York, U.S.A., attended most of the meetings. Shine insisted that the contract be governed by Swiss law. Solar accepted this, and in return negotiated a unilateral arbitration clause, pursuant to which Shine was required to arbitrate any claims it had but Solar could choose to arbitrate or litigate any claims it had. The parties agreed that any arbitration would be conducted pursuant to the UNCITRAL Arbitration Rules and be seated in Paris, France.

The representatives of Solar and Shine subsequently signed the contract on behalf of those parties, and construction work began. A dispute arose. Solar commenced an arbitration against both Shine and Shine Holding. Both Respondents argued that they were not required to arbitrate:

- Shine argued that the unilateral arbitration agreement was not valid because it required only one party to arbitrate. The parties stipulate that the unilateral arbitration agreement would be valid under French law but not under Swiss law.
- Shine Holding argued that, as a non-signatory to the contract, it was not bound by the arbitration agreement. The parties stipulate that the arbitration agreement could be extended to Shine Holding under French and/or German law but not under Swiss or U.S. law.
- The arbitral tribunal held that it had jurisdiction over both Shine and Shine Holding: it found that the arbitration agreement was valid under French law and could be extended to Shine Holding under French and/or German law.

The tribunal awarded damages against both Shine and Shine Holding. Solar sought to enforce the award against both Respondents in federal court in New York, where both Respondents have assets.

Questions:

1. Is the NY federal court bound by the findings of the arbitral tribunal as regards the law governing (a) the validity of the unilateral arbitration agreement, and (b) the extension of the arbitration agreement to Shine Holding?
2. What law applies to the substantive validity of the arbitration agreement?
3. What law applies to the extension of the arbitration agreement to Shine Holding?



Panel 4 – Mock Case: Scope and Effect of Umbrella Clauses in Investment Treaties

The Claimants in this case are AerGroup, Inc. (“AerGroup”), a corporation organized and existing under the laws of Nistelroon, and AerScholes Corp. (“AerScholes”), a corporation organized and existing under the laws of Papua New Giggis. AerScholes is a wholly owned subsidiary of AerGroup, a leader in the international airport business. Respondent is Papua New Giggis, an attractive destination for airport operators looking to invest in aviation infrastructure.

The dispute between the Parties arose from a Concession Agreement for the Development, Construction, Operation, and Maintenance of the Scholes International Airport (hereinafter referred to as the “Concession Agreement”) between Papua New Giggis, acting through the Ministry of Civil Aviation (“MCA”), and AerScholes.

The facts alleged, insofar as they are relevant to this Tribunal’s jurisdiction, are as follows. On February 20, 1991, the MCA of Papua New Giggis invited five companies to submit their bids for the construction of an international airport. AerGroup was selected. Pursuant to the New Giggis Foreign Investment Law, which requires any foreign investment to be made through a locally incorporated company, AerGroup created AerScholes. On March 6, 1992, the MCA and AerScholes signed a Concession Agreement, which was to remain in effect for a period of 25 years. The Parties to the Concession Agreement agreed that, “because of foreign control, the investor shall be treated as a national of another Contracting State”.

In part, the Concession Agreement required AerScholes to develop, construct, operate, and maintain an extension of the Scholes International Airport (the “Expansion Project”) in Scholes, the capital of Papua New Giggis. The Construction Agreement specified completion dates for three critical phases of the project: (1) January 20, 2007 for Module 4F; (2) November 11, 2012 for Ramp 2; and (3) March 5, 2017 for the remainder of the Expansion Project.

The Concession Agreement also included a dispute settlement provision, which provided that:

Any dispute, controversy, or claim arising out of, or relating to this Concession Agreement, or breach, termination, or invalidity thereof, shall as far as it is possible, be settled amicably. Failing such amicable settlement, any dispute shall be settled in accordance with the provisions of paragraphs (i) and (ii).

(i) Technical Disputes. All technical disputes will be submitted to a Technical Dispute Settlement Panel (“TDSP”). Each party shall appoint one member subject to the approval of the non-appointing party, and the two-appointed members shall appoint a third member, acceptable to both parties of the dispute, to function as Chairman. The TDSP will then issue a non-binding recommendation, which is admissible in subsequent litigation if the parties choose not to accept it. Any disputes in connection with the TDSP’s recommendation shall be filed at the Court of First Instance of Scholes, in accordance with the laws of Papua New Giggis.

(ii) Non-Technical Disputes. All non-technical disputes will be submitted to arbitration in accordance with the provisions of the Convention on the Settlement of Disputes Between States and Nationals of Other States. The place of arbitration shall be New York City and the language to be used in the arbitration proceedings shall be the English language.

AerScholes concluded Phase 1 of the Expansion Project on time. However, there were many delays during the construction of Phase 2. On May 11, 2013, six months after the specified completion date of Phase 2, AerScholes had completed only 35% of Ramp 2. Following unsuccessful attempts by the Parties to amend the terms of the Concession Agreement, the MCA terminated the Concession Agreement, without payment for the Expansion Project, on January 7, 2013. Three weeks after the termination, the MCA awarded the Concession Agreement to a local investor to continue the Expansion Project.



On November 14, 2013, AerScholes and AerGroup submitted a request for arbitration to the International Centre for Settlement of Investment Disputes (“ICSID”) under the Concession Agreement and the Agreement between the Government of Nistleroon and the Government of Papua New Giggis for the Promotion and Protection of Investments (“Nistleroon-Papua New Giggis BIT”). AerGroup claims that its shareholders have standing pursuant to an applicable treaty provision for the protection of shareholders as investors. AerScholes claims that it has standing based on an agreement to treat it as a “national of another Contracting State,” because it is foreign controlled.

The Nistleroon-Papua New Giggis BIT defines “investment” as “every kind of asset defined in accordance with the laws and regulations of the Contracting Party in whose territory the investment is made and in particular, though not exclusively, includes:

- i. movable and immovable property and any other property rights such as mortgages, liens or pledges;
- ii. shares, stock, or debentures and other forms of participation in companies and joint ventures;
- iii. claims to money or to any performance under contract having a financial value;
- iv. intellectual property and industrial property rights such as copyright, patent, utility models, industrial models and designs, marks, trade names, goodwill and know-how; and
- v. concessions conferred by law or under contract for the performance of an economic activity, including concessions for prospecting, exploration and exploitation of natural resources.”

The BIT defines “investor” as:

- i. in respect of Nistleroon, physical persons deriving their status as Nistleroon investors from the law in force in Nistleroon;
- ii. in respect of Papua New Giggis, physical persons deriving their status as Papua New Giggis investors from the law in force in Papua New Giggis; and
- iii. legal persons constituted under the law of either Nistleroon or Papua New Giggis.

The BIT also contains an umbrella clause, which states that “each Contracting Party shall observe any obligation it may have entered into with regard to investments.”

Claimants maintain that the MCA is responsible for the delays in the Expansion Project, as it did not take the necessary actions to get a clear title on the land or remove various externalities that prevented the construction of Ramp 2. The delays had attracted substantial public attention and, as a result of the statements made by the Government of the City of Scholes, AerScholes was severely criticized. After the Parties signed the Concession Agreement, there were significant changes to local government, and Claimants accuse the new administration of trying to gain favor with the public by antagonizing AerScholes (e.g., by blaming AerScholes for the delays and accusing the company’s directors of crimes such as financial fraud).

The MCA maintains that it had acquired all of the necessary land titles and that the alleged externalities were not real impediments to the construction of Phase 2. It also argues that the equipment and materials at the construction site of the Expansion Project failed to meet the requirements of the Concession Agreement and approvals and inspections of the Engineer, and that the delays were caused by AerScholes’ inability to meet the terms of the Concession Agreement.

Papua New Giggis objects to the jurisdiction of this Tribunal on a number of grounds. Its principal ground is that the parties to this arbitration had previously agreed to refer technical disputes to the TDSP, yet AerGroup chose not to pursue a determination by the TDSP as provided in the Concession Agreement.

GRAF & PITKOWITZ
ATTORNEYS AT LAW



Challenge Accepted.



Graf & Pitkowitz is a full service law firm based in Vienna, with a strong focus on international arbitration. Our attorneys have represented domestic and international companies in complex arbitrations at all of the world's leading arbitration centers.

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Conference Program

Friday, March 6, 2015 at Columbia University School of Law, Jerome Greene Hall

8:30 a.m. – 8:55 a.m.
Outside JGH 106

Registration & Breakfast

8:55 a.m. – 9:00 a.m.
JGH 106

Conference Introduction by CAD Co-Chair

9:00 a.m. – 10:20 a.m.
JGH 106

Panel 1 – Mock Case: Choice of Law and the Arbitration Agreement

Stephen Bond, *Covington & Burling LLP*
Richard Kreindler, *Cleary Gottlieb Steen & Hamilton LLP*
Nikolaus Pitkowitz, *Graf & Pitkowitz*
Anne Marie Whitesell, *Georgetown Law School*
MODERATOR: **Robert Smit**, *Simpson, Thacher & Bartlett LLP*

10:20 a.m. – 10:40 a.m.
Outside JGH 106

Coffee Break

10:40 a.m. – 12:00 p.m.
JGH 106

Panel 2 – Res Judicata and Collateral Estoppel in International Arbitration

George Bermann, *Columbia Law School*
Teresa Giovannini, *LALIVE*
Michael Polkinghorne, *White & Case LLP*
Thomas Voisin, *Quinn Emanuel Urquhart & Sullivan LLP*
MODERATOR: **Catherine Rogers**, *Penn State Law*

12:00 p.m. – 2:00 p.m.
Faculty House

Lunch

2:00 p.m. – 3:20 p.m.
JGH 106

Panel 3 – ISDS Mechanism in the Negotiation of the Transatlantic Trade and Investment Partnership

Jalal El Ahdab, *Ginestí Magellan Paley-Vincent*
Jonathan Hamilton, *White & Case LLP*
Grant Hanessian, *Baker & McKenzie LLP*
Sophie Nappert, *Arbitrator*
MODERATOR: **Siegried Elsing**, *Orrick, Herrington & Sutcliffe LLP*

3:20 p.m. – 3:40 p.m.
Outside JGH 106

Coffee Break

3:40 p.m. – 5:00 p.m.
JGH 106

Panel 4 – Mock Case: Scope and Effect of Umbrella Clauses in Investment Treaties

Mark Beckett, *Chadbourne & Parke LLP*
John Pierce, *WilmerHale*
Natalie Reid, *Debevoise & Plimpton LLP*
Ignacio Suarez Anzorena, *Clifford Chance*
MODERATOR: **Mark Friedman**, *Debevoise & Plimpton LLP*

5:00 p.m. – 5:05 p.m.
JGH 106

Concluding Remarks by CAD Co-Chair

5:05 p.m. – 5:15 p.m.
JGH 106

Raffle Contest

5:15 p.m. – 7:00 p.m.
Drapkin Lounge

Cocktail Reception



Panels

Panel 1: Mock Case: Choice of Law and the Arbitration Agreement

Stephen Bond, *Covington & Burling LLP, London*

Stephen Bond, Senior of Counsel at Covington & Burling LLP, has focused on international commercial arbitration for almost 30 years. A former Secretary General of the ICC International Court of Arbitration and U.S. Member of the ICC Court, he participated in the production of the 1998 and 2012 versions of the ICC Arbitration Rules. He has served as an advocate or arbitrator (sole, party, and chairman) in well over a hundred international arbitrations under the rules of the ICC, the LCIA, the Stockholm Arbitration Institute, the Japanese Commercial Arbitration Association, the Vienna Centre, and UNCITRAL, as well as acting as counsel in mediations.

Richard Kreindler, *Cleary Gottlieb Steen & Hamilton LLP, Frankfurt*

Richard Kreindler, partner at Cleary Gottlieb Steen & Hamilton, specializes in international arbitration and litigation. He has acted as counsel, arbitrator, expert and mediator in over 250 international commercial and investment treaty-based disputes. He is a member of the American Law Institute and is a Fellow and Chartered Arbitrator of the Chartered Institute of Arbitrators. He has published several treatises and over 400 other articles and lectures. He was Chair of the working group resulting in the 2010 IBA Rules on Taking of Evidence in International Arbitration. He is admitted to practice in New York and Paris and is also a Professor of Law at the University of Münster.

Dr. Nikolaus Pitkowitz, *Graf & Pitkowitz, Vienna*

Dr. Nikolaus Pitkowitz is founding partner and head of dispute resolution at Graf & Pitkowitz, Vienna. Dr. Pitkowitz has acted as counsel and arbitrator in a multitude of international arbitrations, including several high profile disputes. Dr. Pitkowitz is Vice-President of VIAC (Vienna International Arbitral Centre). He has been appointed as arbitrator and panel member of several arbitration institutions including ICC, ICDR, SIAC, CIETAC, HKIAC, KCAB and KLRCA. He is also a Fellow of the Chartered Institute of Arbitrators (FCI Arb) and Vice-chair of the International Arbitration Committee of the Section of International Law of the American Bar Association (ABA). Dr. Pitkowitz is author of numerous publications on international dispute resolution.

Anne Marie Whitesell, *Georgetown Law School, Washington D.C.*

Anne Marie Whitesell is Professor and LL.M. Program and Faculty Director of International Dispute Resolution Programs at Georgetown University Law Center in Washington D.C. Prior to joining Georgetown, she practiced with the law firm Dechert LLP in Washington and Paris. Ms. Whitesell was Secretary General of the ICC International Court of Arbitration from 2001 to 2007. She also previously taught at the Université de Paris I, the Institut de Droit Comparé and Georgetown. Ms. Whitesell has acted as counsel and arbitrator in numerous international arbitration cases. She serves as a member of various boards and committees related to dispute resolution and is the Director of the Alternative Dispute Resolution Center of the International Law Institute.

Moderator: Robert H. Smit, *Simpson Thatcher & Bartlett LLP, New York City*

Robert H. Smit is a Partner at Simpson Thacher & Bartlett in the Firm's Litigation Department, where he Co-Chairs the Firm's International Arbitration and Dispute Resolution Practice. Mr. Smit is also Adjunct Professor of International Arbitration at Columbia Law School; Co-Editor-in-Chief of the American Review of International Arbitration; Member of the ICC Commission on Arbitration; and Adviser to the American Law Institute's Restatement (Third) of the U.S. Law of International Arbitration. Mr. Smit obtained his law degree from Columbia Law School. He received his B.A. from Cornell University in 1981 and his J.D. from Columbia University School of Law in 1986.



Panel 2: Res Judicata and Collateral Estoppel in International Arbitration

George Bermann, *Columbia Law School, New York City*

Professor Bermann, a professor at Columbia Law School for over four decades, directs the law school's Center for International Commercial and Investment Arbitration (CICIA). Professor Bermann also teaches at the Ecole de droit, Institut des Sciences Politiques (Paris) and the MIDS Program (Geneva). He has served as international arbitrator in a great many international commercial and investment arbitrations and frequently testifies on issues of international arbitration law before courts and arbitral tribunals. He is currently Chief Reporter of the ALI Restatement of the US Law of International Commercial Arbitration, director of the Global Board of Advisers of the New York International Arbitration Center, member of the Advisory Council of the International Institute for Conflict Prevention and Resolution, and director of the American Arbitration Association.

Teresa Giovannini, *LALIVE, Geneva*

Teresa Giovannini is a founding partner of LALIVE, in Geneva. Her practice focuses on international arbitration and litigation, as well as art law. She has acted in more than 160 international arbitrations (among which 108 as arbitrator, including 76 as presiding or sole arbitrator.) She is a member of several panels of arbitrators (ICC Swiss National Committee, ICDR, LCIA, etc.) and arbitration committees (IBA Sub-Committee on Conflicts of Interest, Board of Directors of the American Arbitration Association, Global advisory board of the New York International Arbitration Centre, LCIA Company, etc.). Mrs. Giovannini is also a frequent speaker at international conferences on international arbitration as well as the author of many publications in the field.

Michael Polkinghorne, *White & Case LLP, Paris*

Michael Polkinghorne is a partner at White & Case LLP, resident in Paris where he heads the office's arbitration and energy groups. Michael focuses on arbitration and litigation matters, notably in the areas of energy, telecommunications, project finance, construction and infrastructure. He has served as counsel and arbitrator in numerous arbitrations conducted under most major institutional rules. He is a member of the ICC Task Force on arbitrations involving state entities. He has significant experience in the area of foreign direct investment and acting for and against states. Michael is consistently ranked in the top tier of arbitration practitioners in Paris and was named "Energy Lawyer of the Year" at Euromoney's 2014 Global Commercial Arbitration Awards.

Thomas Voisin, *Quinn Emanuel Urquhart & Sullivan LLP, Paris*

Thomas Voisin is a partner at Quinn Emanuel's Paris office. He has represented clients in a number of international arbitrations, both ad hoc (including under the UNCITRAL Rules) and under the rules of major arbitration centers (ICC, ICSID, LCIA, SCC, AFA, etc.), with particular focus on investment, energy, and commercial disputes. His experience includes international arbitrations in the oil & gas, power, transportation, mining, aviation and chemical sectors. Thomas Voisin is the Assistant Editor of the French International Arbitration Law Reports: 1963-2007, 2008, 2009, forthcoming 2010 and 2011 (P. Pinsolle and T. Clay eds., JurisNet). He is a member of the Paris Bar. He graduated from Panthéon-Assas (Paris II) and holds an M.Jur. from Oxford University.

Moderator: Catherine Rogers, Penn State Law, State College

Catherine A. Rogers is a Professor of Law at Penn State Law, and at Queen Mary, University of London, where she is Co-Director of the Institute on Ethics and Regulation. Professor Rogers is a Reporter for the ALI Restatement of the US Law of International Commercial Arbitration, and a co-chair of the ICCA-Queen Mary Task Force on Third-Party Funding in International Arbitration. Professor Rogers is an ICC Palestine appointee to the Court of Arbitration for the Jerusalem Arbitration Center, and the founder and Executive Director of Arbitrator Intelligence. She is also regularly engaged in capacity-building activities to promote arbitration and the rule of law in developing and emerging economies. She is the author of several publications in the field of international arbitration.



Panel 3: ISDS Mechanism in the Negotiation of the Transatlantic Trade and Investment Partnership

Jalal El Ahdab, *Ginestíe Magellan Paley-Vincent, Paris*

Jalal El Ahdab (Jil Ahdab) is an attorney qualified in Beirut (Lebanon), New York and Paris. His 20-year practice covers international business law, notably with the Arab world and Europe, and more specifically in the field of international litigation and foreign investments. He has arbitrated under most of the institutional rules, including ICSID, ICC, LCIA, UNCITRAL, VIAC, DIAC, CRCICA and CAS Rules. He has particular expertise and knowledge of Arab laws and works increasingly on the interface between the Middle East and the Far East. He acts both as a counsel and as an arbitrator (sole arbitrator, co-arbitrator and chairman) in domestic and international disputes. He is a regular speaker at numerous international arbitration conferences and author of numerous articles on the same subject.

Jonathan C. Hamilton, *White & Case LLP, Washington, DC*

Jonathan C. Hamilton is Partner and Head of Latin American Arbitration with the global law firm of White & Case LLP. He is a leading authority on international disputes and investment, as well as complex negotiations and crisis management. Mr. Hamilton has been individually recognized as one of the top lawyers in his field and was one of ten lawyers worldwide nominated for *Global Arbitration Review* Advocate of the Year. His practice is ranked at the top of its field by *Chambers Global*, *Chambers USA*, and *Chambers Latin America*. He is the author and editor of a book on Latin American investment protections and a journal on Latin American arbitration, investment and policy. He also teaches international contract negotiations at the University of Miami and lectures widely at leading universities.

Grant Hanessian, *Baker & Mackenzie, New York City*

Grant Hanessian is Global Co-Chair of Baker & McKenzie's International Arbitration Practice Group. He has more than 25 years of experience as counsel and arbitrator in disputes concerning investment treaties, energy, construction, commodities, financial services, intellectual property, and other matters. Mr. Hanessian is, among others, Vice Chairman of the Arbitration & ADR Committee of the United States Council for International Business, a member of the ICC Commission on Arbitration and its Task Force on Financial Institutions and International Arbitration, and a founding board member of the New York International Arbitration Center. Mr. Hanessian has been recognized by leading professional guides and is the editor of several publications in the field of international arbitration.

Sophie Nappert, *Arbitrator, London*

Sophie is a dual-qualified lawyer in Canada and in the UK. She is an arbitrator in independent practice, based in Gray's Inn, London, specialising in international disputes, notably in energy, infrastructure, natural resources and cross-border investment. Before becoming a full-time arbitrator, she was Head of International Arbitration at a global law firm. She is the peer-nominated Moderator of OGEMID. Sophie is the author of a *Commentary on the 2010 UNCITRAL Arbitration Rules: A Practitioner's Guide* (Juris, 2012). She is also a guest lecturer at Columbia Law School, Harvard Law School and McGill University Faculty of Law. She has created the Nappert Prize in International Arbitration, open to young scholars and practitioners worldwide, and administered under the auspices of McGill University.

Moderator: Siegfried H. Elsing, *Orrick Herrington & Sutcliffe LLP, Düsseldorf*

Siegfried H. Elsing is a dual-qualified lawyer in Germany and New York and a partner at Orrick, Herrington & Sutcliffe where he is Senior Partner and Co-Practice Group Leader of the Firm's International Arbitration Group. Mr. Elsing is also Honorary Professor at Heinrich-Heine-Universität Düsseldorf where he teaches arbitration and international civil procedure; Member of the Board of the German Institution for Arbitration (DIS) and the American Arbitration Association (AAA). He is a Member of the ICC Commission on Arbitration, former Chair of the IBA Commission on Mediation and currently on the Panel of Conciliators for the Administrative Council of ICSID. Mr. Elsing served as counsel, arbitrator and chairman in more than 200 arbitrations in many different areas including energy, infrastructure, insurance and finance under the auspices of many different arbitral institutions.



Panel 4: Mock Case: Scope and Effect of Umbrella Clauses in Investment Treaties

Mark Beckett, *Chadbourne & Parke LLP, New York City*

Mark Beckett is the head of Chadbourne & Parke LLP's International Arbitration Group. He specializes in international commercial arbitration and international investment arbitration, as well as corporate social responsibility and Alien Tort Statute/Torture Victim Protection Act claims. Mr. Beckett also arbitrates disputes involving the expropriation of assets by sovereigns giving rise to state responsibility under international law. His experience includes complex arbitrations under the major international rules (ICC, ICDR, LCIA, UNCITRAL, ICSID, etc.) and representation of a diverse range of clients. Mr. Beckett is the US Member on the ICC International Court of Arbitration. He is also a Lecturer on Law at Harvard Law School teaching International Commercial Arbitration.

John V.H. Pierce, *WilmerHale, New York City*

John V.H. Pierce is Head of the International Arbitration practice in the New York office of Wilmer Cutler Pickering Hale and Dorr. Mr. Pierce represents clients in international arbitration matters in venues around the world, under both civil and common law regimes, and under the rules of all major arbitral institutions. Mr. Pierce is a frequent writer and speaker on issues of international arbitration and dispute resolution, and sits as an arbitrator in international disputes. Mr. Pierce is a graduate of the Georgetown University School of Foreign Service, the Georgetown Law Center, and the Institut d'Études Politiques de Paris. He was a Jean Monnet Fellow at the École Polytechnique and a law clerk to the Honorable M. Margaret McKeown on the U.S. Court of Appeals for the Ninth Circuit.

Natalie Reid, *Debevoise & Plimpton LLP, New York City*

Natalie Reid is a partner at Debevoise & Plimpton's international dispute resolution practice and focuses on international arbitration, public international law, and complex commercial litigation matters. She acts as counsel in arbitrations arising under the rules of the major arbitral institutions, and her recent representations include disputes arising under bilateral investment treaties in South Asia and East Asia. Ms. Reid has served on the Executive Council of the American Society of International Law (2011–2014), and is currently a member of the International Commercial Disputes Committee of the New York City Bar Association, and the Board of Editors of the American Journal of International Law.

Ignacio Suarez Anzorena, *Clifford Chance, Washington, DC*

Ignacio Suarez Anzorena's practice focuses on international commercial arbitration and investor-state disputes resulting from the application of bilateral investment treaties. Ignacio has acted and given advice before the ICC, AAA, LCIA, and particularly ICSID. He has represented clients from various South American countries, including Argentina and Brazil as well as Europe and the Middle East. He has published over 15 papers on international arbitration and has delivered and/or moderated over 100 presentations and conferences on the subject. He received his law degree with honors from the University of Buenos Aires in 1995 and his LL.M. from Harvard Law School in 1998.

Moderator: Mark W. Friedman, *Debevoise & Plimpton LLP, New York City*

Mark Friedman is a litigation partner at Debevoise & Plimpton LLP. He has broad experience in civil and criminal matters, with a concentration on international arbitration and litigation. Mr. Friedman has been ranked as a leading individual by professional guides, and as one of the inaugural 45 stars under 45 by the Global Arbitration Review. Among other positions, he is a member of the Court of the London Court of International Arbitration, a member of the editorial board of *Dispute Resolution International*, and past Co-Chair of the International Bar Association's Arbitration Committee, Vice-Chair of the International Dispute Resolution Committee of the International Section of the American Bar Association, and co-rapporteur of the International Law Association's Commercial Arbitration Committee. Mr. Friedman speaks and publishes on international arbitration and compliance topics, and sits as an arbitrator.



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This year's prizes include:

- R. Doak Bishop, Silvia M. Marchili, *Annulment under the ICSID Convention*, Oxford, 2013;
- Gary B. Born, *International Arbitration and Forum Selection Agreements: Drafting and Enforcing*, Wolters Kluwer, 2013;
- Gary B. Born, *International Arbitration: Law and Practice*, Wolters Kluwer, 2012;
- James H. Carter, John Fellas, *International Commercial Arbitration in New York*, 2013;
- Rudolph Dolzer, Christoph Schreuer, *Principles of International Investment Law*, 2012;
- Christopher Dugan, Don Wallace, Noah D. Rubins, Borzu Sabahi, *Investor-State Arbitration*, 2011;
- Bryan A. Garner, *Black's Law Dictionary*, 2014;
- Bernard Hanotiau, *Complex Arbitrations: Multiparty, Multicontract, Multi-Issue and Class Actions*, Kluwer Law International, 2006;
- Kaj I. Hober, Howard S. Sussman, *Cross Examination in International Arbitration*, Oxford, 2015;
- Campbell McLachlan, Laurence Shore, Matthew Weiniger, *International Investment Arbitration: Investment Principles*, Oxford, 2008; and
- Catherine Rogers, *Ethics in International Arbitration*, 2014.

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