

Paris, 5 December 2013 | 33rd Annual Meeting of the ICC Institute of World Business Law

INTERNATIONAL ARBITRATION AND SUBSTANTIVE APPLICABLE LAW

Proof, interpretation and application of substantive rules by arbitrators

Dates: Thursday 5 December 2013
Venue: Maison des Polytechniciens
12, rue de Poitiers, 75007 Paris, France

EARN
7 CLE credits **6 CPD hours***
6 MCLE credits **6 CNB hours***

Conference Highlights

This conference deals with a number of issues which arise in the context of the application of the substantive law by arbitrators. How should the contents of the applicable law be proved by the parties? Are the arbitrators free to ascertain the applicable rules of law independently from the parties? Are arbitrators bound by judicial precedents established by the courts of the country the law of which applies?

And, more generally, how should arbitrators deal with possible contradictions between the applicable law and the clauses agreed by the parties in their contract as well as in cases where the applicable rules of law are in conflict with the reasonable expectations of parties engaged in international business?

The purpose of the conference is to analyse and discuss these critical issues which are frequently faced by arbitrators and counsel in international disputes.

In principle, the proceedings will be published in the "Dossiers of the Institute" series, and a copy of the publication will be sent to all those who register for this Annual Meeting

Who should attend?

All professionals involved in international trade and dispute resolution: lawyers, arbitrators, magistrates, academics and corporate counsel.

The ICC Institute of World Business Law

The ICC Institute of World Business Law acts as a think-tank working closely with the ICC International Court of Arbitration. Its Council is composed of 40 members of 21 nationalities, all experienced professionals or academics in international business law or international commercial arbitration. Created over 30 years ago, the Institute provides research, training and information to the legal profession concerned with the development of international business law. In line with its philosophy of excellence, it proposes publications, trainings and conferences on different topics related to international business law.

Media partner



**approval for these credits has been requested*



International Chamber of Commerce

The world business organization





PROGRAMME AND SPEAKERS

Chairman of the ICC Institute of World Business Law

Yves Derains, Founding Partner, Derains & Gharavi, France; Former Secretary General, ICC International Court of Arbitration

Co-Chairs

Fabio Bortolotti, Partner, Buffa, Bortolotti & Mathis, Italy; Chairman, ICC Commission on Commercial Law and Practice; Council Member, ICC Institute of World Business Law

Pierre Mayer, Partner, Dechert LLP, France; Professor Emeritus of the University of Paris I; Council Member, ICC Institute of World Business Law

Morning

9:30am-1pm

9am

Registration

Welcome address and introduction

Choice of the applicable law by the parties

- Introductory remarks
- The options for the parties: domestic law of one of the parties, law of a third country, lex mercatoria, Unidroit Principles
- To what extent can the parties "manipulate" the law chosen? Depeçage, stabilization clauses, exclusion of mandatory rules
- Questions and discussion

Bernard Audit, Professor Emeritus of the University Panthéon-Assas (Paris 2), France

Establishing the contents of the applicable rules of law

- Means of proving the contents of the applicable law: submission by parties, expert opinion, etc.
- Role of the parties and of the arbitrators
- To what extent can the arbitrators introduce new issues ex officio?
- Questions and discussion

Antonias Dimolitsa, Founding Partner, Antonias Dimolitsa & Associates, Greece; Vice-Chair, ICC Institute of World Business Law

Phillip Capper, Partner, White & Case LLP, United Kingdom; Professor of Law, King's College London; Member, ICC Institute of World Business Law

Interpretation of the rules of national legislation by arbitrators

- Are arbitrators bound to respect national case law to the same extent that a court of that country would do?
- Should the arbitrators take into account arbitral jurisprudence? Is it relevant that such "arbitral case law" is based on different domestic laws?
- Questions and discussion

William W. Park, Professor of Law, Boston University, United States; General Editor, Arbitration International; President, London Court of International Arbitration

To what extent should arbitrators respect national case law? The German experience regarding the law on standard terms (AGB)

- Questions and discussion

Klaus-Peter Berger, Professor of Law, University of Cologne, Germany; Chairman, DIS (Deutsche Institution für Schiedsgerichtsbarkeit)

1pm-2:30pm

Lunch

Afternoon

2:30pm-5:30pm

Can arbitrators deal with hierarchical conflicts of laws (e.g. between a law and the constitution)?

- Questions and discussion

Horacio Grigera Naon, Independent Arbitrator, United States; Former Secretary General, ICC International Court of Arbitration; Council Member, ICC Institute of World Business Law

Resolving conflicts between contractual clauses and specific rules of the governing law

- Strict application of the law or flexible approach
- The arbitral experience
- Questions and discussion

François Perret, Lawyer, Switzerland; Professor Emeritus of Law, University of Geneva; Council Member, ICC Institute of World Business Law

How to comply with the applicable law while taking into account the expectations of the parties and the needs of international commerce?

- Discussion panel chaired by **Pierre Mayer**
- Questions and discussion

Matthieu de Boissésou, Partner, Darrois, Villey, Maillot, Brochier, France; Member, ICC Institute of World Business Law

Antonio Crivellaro, Bonelli Erede Pappalardo, Italy; Council Member, ICC Institute of World Business Law

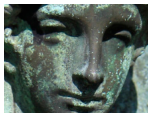
Tarek Fouad A. Riad, Kosheri, Rashed & Riad, Egypt; Council Member, ICC Institute of World Business Law

Mohanadass Kanagasabai, Partner, Mohanadass Partnership, Malaysia

Closing address

5:30pm-6:45pm

Award Ceremony of the 2013 Institute Prize and cocktail reception



LOGISTICAL NOTE

Registration fees

The registration fee includes all conference documentation, lunch and cocktail reception as well as a copy of the publication of the proceedings of the conference, should they be published. Travel and hotel expenses are not included.

Until 4 October 2013: "Early Bird Special"

☐ €740* (€885.04)

After 4 October 2013:

☐ ICC/USCIB members €1025* (€1225.90)

☐ Non-members €1140* (€1363.44)

* excl. VAT. ICC Services must set its prices to include the VAT pursuant to Article 53 of the European Directive 2006-112CE.

To request a VAT refund:

- Foreign companies established in another member country of the European Union should consult the VAT Refund Web Portal of the General Directorate of Taxes in their country

- Foreign companies established outside the European Union should fill in form n° 3559 SD from the Direction Générale des Finances Publiques in France

For more information, please consult the following website: <http://www2.impots.gouv.fr/dresg/pas-etb-stable/rembt-tva.htm>.

How to register

Easier and faster, register online (secured payment by credit card) at www.iccevents.org

Or return the registration form indicating method of payment to:

E-mail: events@iccwbo.org

Tel: +33 1 49 53 28 67

Fax: +33 1 49 53 30 30

Post: ICC Services, Training and Conferences, 38, Cours Albert 1er, 75008 Paris, France

Registration will be confirmed upon receipt of the registration form and registration fees. To benefit from early bird rates, please note that ICC Services must receive the payment before the deadline.

Travel and accommodation

Participants are responsible for making their own travel arrangements and hotel reservations. A **list of hotels** in Paris, with which ICC has negotiated preferential room rates, will be sent to you upon receipt of the registration form.

We are able to dispatch **visa invitation letters** to support your visa application only after receipt of your registration form and full payment of your registration fees.

Working language

English and French. Simultaneous interpretation will be provided.

Credits and hours

ICC Training and Conferences is eligible for CLE credit under **New York's** approved jurisdiction procedures, is a State Bar of **California** approved MCLE provider and is a Solicitors Regulation Authority and General Council of the Bar of **England** and **Wales** External CPD Course Provider. **French Bars:** This training has been sent for CNB approval. Lawyers practising in France may apply for reimbursement of this course before the FIFPL (*Fonds Interprofessionnel de Formation des Professionnels Libéraux*), subject to terms and conditions.

Cancellation policy

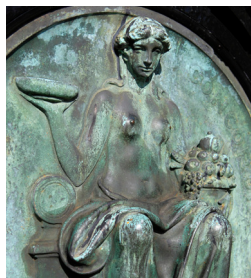
50% of the registration fee will be refunded if notice of cancellation is received in writing **before 31 October 2013**.

Cancellations after this date are not refundable. Subject to agreement from ICC Training and Conferences prior to the event, the registration may be transferred to another person from the same company or organization at no extra charge. Updated registration information will be required.

Please note that ICC Services reserves the right to cancel this event or to make minor alterations to the content and timing of the programme or to the identity of the speakers. In the unlikely event of cancellation, delegates will be offered a full refund. ICC Services will not, however, be held responsible for any related expense incurred by the participant.

Partnership opportunities

This training offers you an unrivalled opportunity to build worldwide partnerships. Partnering will get you visibility with the major decision makers in global business and/or within the international arbitration network. For further information, please contact Ms. Rodriguez at: luz.rodriguez@iccwbo.org



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REGISTRATION FORM S 1311

Dates 5 December 2013
Venue Maison des Polytechniciens
12, rue de Poitiers, 75007 Paris – France

Register online*
www.iccevents.org
*Secured payment by credit card

or complete and return to
events@iccwbo.org
Fax: +33 (0)1 49 53 30 30

Participant information
(Please print or type)

Title (Mr/Dr/Mrs/etc.) _____
Family name _____ First/given name _____
Position _____
Company _____
Address _____
City/state _____ CEP/postal code _____
Country _____ E-mail _____
Tel (_____) _____ Fax (_____) _____

Registration fees

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*excl. VAT 19.6%

Special code (NC, etc.)

Method of payment

☐ **By credit card:** ☐ American Express ☐ Euro/MasterCard ☐ Visa

Card number _____ Expiry date _____

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☐ **By bank transfer: LCL**

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Please indicate the reference "S 1311" and the name of the participant.

Please note that transfer fees charged by the bank must be covered by the participants themselves.

Date _____ Signature _____

Data protection information

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☐ Yes ☐ No

Please tick below if you wish to receive commercial offers from associated organizations, including in particular **ICC National Committees**:

☐ Yes ☐ No

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