YCAP

LEX ARBITRI

The E-Newsletter of
Young Canadian Arbitration Practitioners
Jeunes praticiens canadiens de l'arbitrage

Spring/ Summer 2011
Volume 7, Number 1

In this Issue

YCAP Updates

JUNE 2011 YCAP SYMPOSIUM

Elizabeth Montpetit, Perley-Robertson, Hill & McDougall LLP

YCAP's Spring Symposium was held on June 22, 2011 in Ottawa, Ontario. Entitled "Effective Use of Experts in Commercial Arbitration", the symposium was divided into two panels: a panel from the expert perspective; and a panel from the counsel and arbitrator perspectives.

The first panel was comprised of Vimal Kotecha (RSM Richer, Toronto), Laura Hardin (FTI Consulting, Houston) and Bill Dovey (Duff & Phelps, Toronto). The panel members addressed the key points as follows:

1. Mr. Kotecha addressed the role of an expert, the different definitions of "fair market value" and certain valuation methodologies.
2. Ms. Hardin laid out practical tips for hiring an expert including the importance of timing. She recommended that an expert be involved early so that the expert has adequate preparation time. Ms. Hardin also spoke about the pitfalls of counsel becoming too involved in the expert opinion – she noted that this may have a negative impact on the expert's independence.
3. Mr. Dovey weighed the advantages and disadvantages of allowing experts to speak with other experts, or "E2E." Due to differences in the facts and assumptions that experts are given, they may come to different conclusions despite similar methodologies. In this respect, it may be helpful for experts to discuss the facts at pre-trial meetings, but the "hot-tubbing" stage may be too late for this (See Patrick Riesterer's article below for a more detailed examination of the "hot-tubbing" process).

During the question period, an attendee inquired about the most common weakness in expert reports. The panel agreed that the assumptions underlying an expert's opinion are very common. Mr. Kotecha also added that many simple mathematical mistakes are made.

The second panel was comprised of Yves Fortier (Norton Rose OR, Montreal) speaking from an arbitrator's perspective, and Andrew de Lotbinière McDougall (Perley-Robertson, Hill & McDougall, Ottawa) speaking from counsel's perspective. The panelists discussed the following 5 topics:

1. *Expert Qualifications and Independence* – Mr. Fortier explained the fundamental difference between technical experts and legal experts. Adjudicators tend to recognize the independence of legal experts. Mr. McDougall advised attendees to find the *best* expert – not the expert who gives the answer you want to hear;

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2. *Selection of an Arbitrator in Highly Technical Cases* – Mr. McDougall noted that sometimes an arbitrator will be chosen for his or her technical expertise, but that the common practice is to choose a lawyer that specializes in the area. Mr. Fortier agreed. He stated that it is important to find the "right" arbitrator, for example, an arbitrator who may have less technical expertise but who is willing to sift through evidence in a highly complex case;
3. *Affidavit or viva voce Expert Evidence In-Chief* – Both Mr. Fortier and Mr. McDougall stated that *viva voce* evidence is often more credible since it allows the expert to show the adjudicators that they believe what they have written. If an expert is produced to give *viva voce* evidence, arbitrators are more likely to give more than the 10-15 minutes allotted to present their views;
4. *How an Arbitrator Should Resolve Differences Between Experts* – If a tribunal is willing, it is helpful to schedule some time for expert-conferencing. Mr. Fortier noted that having experts meet and confer is generally worth a try. In fact, it is specifically mentioned in the IBA Rules on Taking Evidence and ICSID's procedural rules; and
5. *How Counsel can Make Expert Evidence Clear, Understandable, and Useable* – Mr. McDougall noted that these three factors should be considered when interviewing experts. Further, expert evidence is often clear, understandable and useable when visual aids are used (i.e. photos, videos, digital recreations, etc). Mr. Fortier added that counsel should ensure that their expert has not previously taken a position opposite to the one they are presenting to a tribunal.

Updates from the ICC

* The opinions expressed below are the author's alone and do not reflect those of the International Court of Arbitration or the ICC.

CANADA AND THE ICC – HOW DO CANADIANS RESOLVE THEIR INTERNATIONAL DISPUTES?

Tamar Meshel, Deputy Counsel, Secretariat of the International Court of Arbitration of the ICC

The International Court of Arbitration (the "Court") of the International Chamber of Commerce (the "ICC") is a leading institution for the resolution of international commercial disputes. The Court is headquartered in Paris, France and also has a branch in Hong Kong. Paris is undoubtedly the focal point of the international arbitration world and the city most frequently selected as the seat of arbitration by parties in ICC arbitrations. Since its establishment in 1923, the Court has administered more than 16,500 arbitrations. In 2010 alone, 793 new cases were filed involving 2,145 parties from 140 countries. In the same year, ICC arbitrations took place in 53 countries involving 1,331 arbitrators of 73 different nationalities. While these are impressive statistics by any standard, what is Canada's share of this global arbitration pie? The answer is much less impressive. In 2010, only 19 cases involving Canadian parties were registered by the ICC.* Moreover, the 2010 statistics are not uncharacteristic of Canadian parties' historical use of ICC arbitration. Between 2000 and 2010, the ICC only administered 193 arbitrations involving Canadian parties. This translates into an average of approximately 18 such cases per year and begs the question-why do Canadian parties turn to ICC arbitration so infrequently? And, perhaps of even greater interest, where do they turn to instead?

One possible explanation for the small number of ICC cases involving Canadian parties may be geography. A Canadian party may prefer an arbitration institution located within, or close to Canada. A Canadian party

may also prefer a familiar jurisdiction, such as the BCICAC in Vancouver or the AAA/ICDR in New York City. For instance, in 2005 the AAA/ICDR administered 85 cases involving Canadian parties (William K. Slate II, Address (27th AAA/ICC/ICSID Joint Colloquium on International Arbitration, Paris, 17 November 2010) [unpublished]). That same year, the ICC administered 8 cases involving Canadian parties. In 2009, the number of cases administered by the AAA/ICDR increased to 147 cases while only 22 cases were administered by the ICC. These statistics suggest that Canadian parties may favour an arbitral institution that is "closer to home." Another explanation may be that Canadian parties prefer to resolve their disputes by way of ad hoc arbitration which is generally, although not necessarily justifiably, perceived as less costly.

Other considerations are often evaluated when choosing international arbitration and institutional arbitration in particular. These include the arbitral rules of a particular institution, the amount in dispute, the nationality of the other party/ies to the dispute and the jurisdictions in which the arbitral award may be enforced. While a detailed comparison of the different international arbitration institutions is beyond the scope of this article, it is undisputed that the ICC provides unparalleled supervision of international arbitration proceedings and that the review powers of the Court enhance the enforceability of ICC arbitral awards worldwide. For instance, the ICC requires awards to be scrutinized before they are rendered by the Arbitral Tribunal.

Other interesting aspects of Canada's presence, or lack thereof, in ICC arbitrations is the frequency with which Canadian law is selected as the substantive governing law and the frequency with which Canada is selected as the seat of arbitration. Between 2006 and 2010, there was a steady rise in the number of cases registered by the ICC where Canadian federal/provincial law was selected as the contractual governing law. In 2006, there were 3 such cases but by 2010, there were 10. The most frequently chosen governing law in these cases was the law of Ontario.

Regarding Canada as the seat of ICC arbitrations, between 2000 and 2010, Canada was selected as the arbitral seat in only 59 cases. Of these 59, 27 were seated in Toronto, 13 in Vancouver, 13 in Montreal, 5 in Calgary and 1 in Ottawa.

Note that Canadian courts, including the Supreme Court of Canada, have historically maintained a clear, pro-arbitration stance (See *Desputeaux v. Éditions Chouette (1987) inc.*[2003] 1 S.C.R. 178, *Dalimpax Ltd. v. Janicki,* (2003) 64 O.R. (3d) 737, 228 D.L.R. (4th) 179 (C.A.), *Dell Computer Corp. v. Union des Consommateurs*, 2007 SCC 34). Further, most provincial international arbitration statutes have adopted both the New York Convention and the UNCITRAL Model Law, making Canada an attractive arbitration venue. Location and time zone considerations should not pose any difficulties either, as parties are free to conduct hearings and deliberations at a location different from the seat of their arbitration. All this suggests that Canada ought to be selected as an arbitral seat much more frequently, regardless of parties' nationality.

Even more importantly, some of the most prominent international arbitrators in the world are Canadian nationals. Canadian arbitrators were appointed in 321 ICC cases between 2000 and 2010. Canadian arbitrators were appointed as Chairman of the Arbitral Tribunal in 113 cases, co-arbitrator in 113 cases, and as Sole Arbitrator in 95 cases. Since there were only 193 ICC arbitrations involving Canadian parties during this time period, Canadian arbitrators are regularly appointed in cases involving non-Canadian parties.

It is difficult to identify the precise reasons for the continuously small number of ICC cases involving Canadian parties. Considerations such as cost, location and the nationality of the parties involved may have drawn Canadians to ad hoc arbitrations or other arbitration institutions with a, perhaps, more "local" feel. However, even in the face of these important concerns, the unique advantages of ICC arbitration merit careful consideration and should not be overlooked.

* Unless otherwise indicated, the number of cases referenced in this article is based on the number of cases involving one or more Canadian parties. Accordingly, the total number of cases is an approximation only.

AN UPDATE ON RECENT ICC COURT PRACTICE

Laurence Marquis, Deputy Counsel, Secretariat of the International Court of Arbitration of the ICC

The 1998 ICC Rules of Arbitration have been in force for 13 years. They have proven their great value and flexibility. A well-known advantage of the ICC Court is its power to allow for the evolution of its practice based on the Rules. Over the years, the ICC has frequently published articles and presented at conferences in order for the arbitration community to be aware of the latest adaptations in the practice of the ICC Court.

The most recent substantial changes were introduced in 2009 and 2010. They are now well known and accepted by arbitration practitioners. These changes include the arbitrator's Statement of Acceptance, Availability and Independence. This Statement requires potential arbitrators to indicate their availability and give precisions on their caseload. It also give the Court closer control over time limits extensions for submitting Terms of Reference and rendering awards based on the procedural calendar of each case and its particular circumstances. This increased Court control has been commended by both parties and French case law because it constitutes a tailored adaptation to each case, based on the time limits set by the Arbitral Tribunal in the relevant procedural calendar. The Court is also informed of any particular circumstances of the case which may explain delays in rendering the award or require a further inquiry into the reason behind such delays. This practice permits parties to have a better sense of when they may expect to receive the award. The last change to the Court's practice to aid parties in this regard has been to directly copy the parties on the notification to the Arbitral Tribunal regarding the extension of the time limit to render the award. Prior practice was to send this notification solely to the Arbitral Tribunal in charge of the procedure.

Since March 2011, another recent amelioration of the ICC Court's services has been to hold Court sessions exclusively in German and Spanish. Due to the increasing number of cases conducted in these languages and consequently the higher number of such awards, these special foreign language Court sessions are now held on a regular basis. This mechanism saves the parties both time and expense by allowing for quicker Court scrutiny of awards without awaiting their translation. German and Spanish sessions are held on a flexible basis once a month as the need arises, but follow the same procedure as the Court's regular scrutiny of awards. Court members, either native speakers or fluent in Spanish or German will, in a session presided by a hispanophone and germanophone Vice-President, convene solely for the purpose of scrutiny of awards as well as addenda and decisions under Article 29 of the Rules. An added advantage of this new type of sessions is the greater flexibility to hold them either by video or

phone conference.

Moreover, another recent Court practice has been to fix an advance to cover the Arbitral Tribunal's additional fees and expenses upon request by the parties for a decision under Article 29(2) of the Rules – the correction and interpretation of an award. Pursuant to Appendix III, Article 2(7) of the Rules, the Court has the power to fix an advance and make the transmission of the parties' application under Article 29(2) subject to payment in full. Further, in such a case the Court benefits from complete discretion to fix additional fees of the arbitrators when it approves the decision of the Arbitral Tribunal under Article 29.

One last important modification in the Court's practice is the fee split between the arbitrators. This was intended to provide a better reflection of the work done by the Arbitral Tribunal. If traditionally the practice has been for the Court to grant fees on the basis of a 40/30/30 split for the Chairman and the co-arbitrators, there has been a recent trend for the Court to apportion the fees on a 50/25/25 basis for the Chairman and co-arbitrators in cases where it was clear that the Chairman had completed a substantial part of the work, the management of the proceedings and the drafting of the award(s). The driving force behind this recent change in practice has been to encourage and reward proportionately the work of all members of the Arbitral Tribunal.

As in recent years, the Court's practices will continue to evolve under the control of the Court, the Bureau of the Court and other governing bodies which control and approve any changes. This is to be expected in the context of the coming into force of the new Arbitration Rules which were recently approved by the ICC Commission on Arbitration on May 17, 2011.

More information about the ICC Court of Arbitration is available at http://www.iccwbo.org/court/arbitration/.

Articles

THE RULES RELATING TO APPOINTING EXPERTS IN INTERNATIONAL ARBITRATION

Patrick Riesterer, Articling Student at Osler, Hoskin & Harcourt LLP

Arbitral tribunals are asked to decide a wide range of issues. Like courts, tribunals sometimes require expert evidence to make their decisions. Expert assistance is necessary when the issues before the tribunal lie outside its legal (or other) expertise. These issues include clarification of foreign law, determining the quantum of damages, and determining whether one party was responsible for damages in the first place. Expert assistance is particularly necessary where the subject matter is highly technical.

How experts are appointed, whether their opinions are admissible and how their opinions are admitted into evidence depends on the arbitration agreement between the parties. Arbitration agreements may state that the arbitration will be governed by a specific set of rules. The commonly used arbitral rules contain provisions for the admissibility of expert evidence.* These arbitral rules provide two ways that expert evidence can be admitted: experts can either be chosen by the parties in which case they tend to function as adversaries (ICC Rules, Art. 20(3); LCIA Rules, Art. 20; IBA Rules, Art. 5; UNCITRAL Model Law, Art. 24(3)) or experts can be appointed by the tribunal (ICC Rules, Art. 20(4); LCIA

Rules, Art. 21; IBA Rules, Art. 6; UNCITRAL Model Law, Art. 26).
The rules for party-appointed experts are similar to those used in the common law legal systems – the rules do not always spell out all of the details surrounding the use of experts. However, tribunals generally have more discretion than courts to establish the format and manner of presentation of the experts' written and oral evidence. For example, it is not uncommon for tribunals to ask opposing experts to sit in a panel and give oral evidence together (This is called conferencing or "hot tubbing". For more on the practice, see Wolfgang Peter, "Witness Conferencing" (2002) Arbitration Int. 47). In some instances, the rules specifically suggest that experts attempt to reach agreement on as many issues as possible before the hearing. For example, Article 5(3) of the IBA Rules states that the tribunal may order the experts to confer with one another after preparing their reports to see if they can reach agreement, identify points of disagreement and explain why they disagree on those points. This is a cost-effective way to narrow the issues in dispute and focus the evidence and oral arguments of the parties.

The rules for tribunal-appointed experts are usually more detailed. The rules make the costs associated with the expert one of the costs of the arbitration. The costs of the arbitration will be paid in accordance with the arbitration agreement. The tribunal appoints the experts and sets the terms of reference for the expert's report, but the parties often have or should seek input into which experts the panel selects and the terms of reference the panel sets for the experts. Article 20(4) of the ICC Rules states that the tribunal is to appoint the experts and set the terms of reference "after having consulted with the parties". Similarly, the UNCITRAL Model Law was amended in 2010 to give the parties the right to object to the tribunal's decision to appoint an expert on the grounds that the expert is not sufficiently qualified, impartial or independent. (United Nations Committee on International Trade Law, *Model Law on International Commercial Arbitration 2010*, Art. 29(2)).

If the parties engage with the tribunal and assist it in picking experts and defining the terms of reference, the parties are more likely to be satisfied with the evidence given and the tribunal's decision. The parties will require less time to examine tribunal-appointed experts and will have less need to appoint their own experts to respond to them. Tribunal-appointed experts have the potential to offer more objective opinions to the panel, particularly when they are appointed in consultation with both parties, although that potential is not always realized. The heightened appearance of objectivity may cause the tribunal to place more reliance on them than is appropriate. The parties must remain engaged to ensure that the tribunal is aware of potential flaws in a tribunal-appointed expert's analysis.

If the arbitration agreement does not incorporate a set of rules and does not explicitly set out how the parties are to approach expert evidence, the parties will negotiate a protocol. The protocol is often negotiated using the concepts in the rules or in the governing law as guidance. If the parties cannot agree, they then seek direction from the arbitral tribunal. These disagreements can be expensive, delay the hearing and divert attention from the real dispute between the parties, particularly as parties have a tendency to lean toward more aggressive positions in the early stages of disputes to establish a dominant negotiating position if pre-hearing settlement is an option. Thus, parties should carefully consider their arbitration clauses to ensure that they create effective and streamlined mechanisms for dispute resolution.

* The commonly used arbitration rules include: the International Chamber of Commerce, *Rules of Arbitration* (the "ICC Rules"); the London Court of

International Arbitration, *Arbitration Rules* (the "LCIA Rules"); the International Bar Association, *Rules on the Taking of Evidence in International Commercial Arbitration* (the "IBA Rules"), which provides the most detailed rules for the admissibility of expert evidence; and the United Nations Committee on International Trade Law, *Model Law on International Commercial Arbitration 1985* (the "UNCITRAL Model Law"), which was adopted in Canada to apply to the Crown and Crown corporations, as well as to admiralty law, by the *Commercial Arbitration Act*, R.S.C. 1985, c. 17 (2nd. Supp.). All of these are readily available online.

EXPERT IMPARTIALITY AND THE "SACHS PROTOCOL"

Vasuda Sinha, Norton Rose OR LLP

Arbitration practitioners must concern themselves with the question of how to achieve credible and impartial expert evidence. In court room litigation, this issue is addressed and generally achieved through the application of the *Rules of Civil Procedure*. In Ontario, where the parties generally put forward their own expert witnesses, the *Rules of Civil Procedure* require experts to swear an acknowledgement of an expert's duty to provide evidence that is fair, objective, non-partisan, within the expert's area of expertise and to generally assist the court. In this way, Ontario courts use the rules of procedure to ensure the integrity of their processes. On the other hand, in an arbitral setting, the practice of tribunal-appointed experts adopted in many civil law jurisdictions is one way of avoiding partiality or the appearance of partiality in expert evidence from party-selected experts.

The international arbitral forum lies outside the process of any particular court but impartiality in expert evidence is still desirable. Unfortunately, the model laws and rules of the various arbitral institutions have not adopted a uniform approach to procuring impartial expert evidence.

At the 2010 ICCA Congress, Dr. Klaus Sachs offered a way around this problem. He suggested that accepted common and civil law approaches to using experts for evidence in litigation be adopted.* In, what is becoming known as the "Sachs Protocol," Dr. Sachs put forward a civil/common law hybrid procedure for the selection of experts. He suggested that experts be chosen as follows:

(a) each party proposes a list of potential experts;
(b) each party would have the opportunity to comment on the other party's proposed experts;
(c) the arbitrator (or tribunal) would choose one expert from each party's list;
(d) the chosen experts would form a sort of "expert team" for the arbitrator/tribunal and work with each other to provide the evidence required for the arbitration.

The Sachs Protocol attempts to balance civil and common law approaches to the selection of experts. In doing so, it may allow for certain benefits from both approaches and may ensure that an expert neither operates nor is seen to operate as the extension of any of the parties, the arbitrator or tribunal.

* Paper to be published in 2011 through ICCA Congress Series No. 15. For a discussion of the ethics of experts in international arbitration, and explanation of the Sachs Protocol, see Mark Kantor, "A Code of Conduct for Party-Appointed Experts in International Arbitration—Can one be Found?" *Arbitration International,* Vol. 26, No. 3 (2010), LCIA.

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REDUCING COSTS IN THE ARBITRAL PROCEEDINGS

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As cases become increasingly complex, the cost of adducing expert evidence constitutes an ever growing proportion of commercial arbitration costs. International commercial arbitration is not an inexpensive alternative to resolving disputes and parties are seeking to reshape the form and procedure of arbitration with an eye towards minimizing costs (Gillian Lemaire, "Costs in International Commercial Arbitration: The Case for Predictability" (2008) The International Comparative Legal Guide To: International Arbitration 2008 6).

One way to reduce the costs associated with expert evidence is to have a tribunal-appointed expert. This option is not always ideal and can cause concern for counsel who may view the tribunal-appointed expert as being the person who ends up determining the outcome of the case, rather than the arbitrator (Martin Hunter, "Techniques for Eliciting Expert Testimony: Expert Conferencing and New Methods" (Paper presented to the International Congress and Convention Association Congress, Montreal, 2 June 2006) at para 5).

Placing limits upon the scope of expert evidence at the outset of the arbitration process can reduce overall costs. The content of expert reports can be constrained through an agreement between the parties or by the arbitral tribunal itself (John A Wolf & Kelly M Preteroti, "Written Witness Statements – A Practical Bridge of the Cultural Divide" (2007) 62:2 Dispute Resolution Journal 82 at 85). Whatever method is used to narrow the issues referred to expert witnesses, parties should ensure that the subject matter is clearly defined and that they both retain experts with background in the appropriate field (International Chamber of Commerce, "Techniques for Controlling Time and Costs in Arbitration: Report from the ICC Commission on Arbitration" (Paris: International Chamber of Commerce, 2007) at 843).

Exchanging expert reports allows parties to consider relevant issues and determine where they share common ground, as well as the extent to which they disagree on certain issues. This can prompt settlement discussions in many cases, avoiding the need for a costly hearing altogether. At the very least, the exchange of expert reports saves significant time in front of the tribunal because it can preclude the need for direct testimony by the expert who authored the report (Wolf and Preteroti*, supra* at 86). The exchange of reports should be done as early as possible in the proceedings. Taking such a proactive approach to expert testimony allows parties to further narrow the issues between them and save expensive time before the tribunal (Phillip Peters, "Waiter, I did not order this! – The Arbitrator and the Evidentiary Excess" (24 November 2010), online: Kluwer Arbitration Blog <www.kluwerarbitrationblog.com/blog>).

Another way to reduce expert costs is to do away with live testimony altogether. Most institutional arbitration rules permit the use of written witness statements as a substitute for direct testimony from an expert witness. Although there are some dangers associated with a lack of cross examination, it is possible in appropriate circumstances for the parties involved to agree that a given witness statement need not be confirmed through direct testimony (Wolf & Preteroti*, supra* at 85).

It has also been suggested that the standard of direct examination followed by cross-examination of each party's experts is unnecessary and unhelpful. Counsel will often carefully rehearse direct examination with

their witness prior to the hearing and skilled cross examination can reduce the degree of context and explanation that an expert witness may provide. Neither of these exercises are particularly helpful to an arbitrator who is attempting to determine the relevance and weight attributable to expert testimony as well as make a finding on the complicated issues (Hunter, *supra* paras. 14-15).

One unique suggestion to reducing expert costs is to build "expert conferencing" systems into the arbitration process. Parties could exchange expert reports and together develop a list of issues on which the experts disagreed. Based on this list, the arbitrator will then address each issue with both experts in a "conference" setting, even going so far as to allow opposing experts to debate salient points. The findings from this "conferencing" exercise, and the ensuing transcript, would then be used by the arbitrators in reaching their decision (Hunter, *supra* paras. 8-10).

The flexibility inherent to the arbitration process allows parties to shape their use of experts accordingly. It is possible to reduce the costs associated with expert evidence by being proactive at the initial stages of arbitration, limiting the scope of the experts' retainer and exchanging expert reports early on. Parties should also consider creative alternatives to direct testimony and cross examination, such as relying upon written submissions or allowing an arbitrator to undertake an "expert conference."

International Arbitration Calendar 2011

As of August 2011

See www.arbitrationevents.com for a full list of International Commercial Arbitration Events.

Stay tuned for details of the YCAP Fall Symposium and our first ever YCAP social event in Paris.

Date	Place	Organization	Topic	Web Address
Sept. 9, 2011	Bedfordshire, U.K.	LCIA	Young International Arbitration Group (YIAG) Symposium	www.lcia-arbitration.com
Sept. 12, 2011	Hong Kong, P.R. China	HKIAC	ADR in Asia Conference 2011	www.hkiac.org
Sept. 14, 2011	Florida, U.S.A.	AAAU	ICDR 9th Annual Miami International Arbitration Conference	www.aaauonline.org
Sept. 19-20, 2011	New York, U.S.A.	ICC North America	The New ICC Rules of Arbitration	www.iccwbo.org
Sept. 27-28, 2011	London, U.K.	LCIA	Chartered Institution of Arbitration (CIArb) Costs of International Arbitration Conference	www.lcia-arbitration.com
Oct. 6, 2011	Montréal, Canada	McGill University Faculty of Law	"L'arbitre et le droit" lecture commemorating the life and work of John E.C. Brierley	www.mcgill.ca
Oct. 29-30, 2011	Dubai, U.A.E.	LCIA	Symposium on International Commercial Arbitration	www.lcia-arbitration.com
Oct. 30-Nov. 4, 2011	Dubai, U.A.E.	IBA	International Bar Association Annual Conference	www.ibanet.org
Oct. 31-Nov. 4, 2011	Miami, U.S.A.	ARBIT/Union Internationale des Avocats	55th UIA Congress	www.uianet.org
Nov. 24-26, 2011	Montréal, Canada	McGill University Faculty of Law	The Model Law after 25 years – An International Conference sponsored by UNCITRAL	www.mcgill.ca

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