SQUIRE SANDERS HAMMONDS | LEGAL COUNSEL WORLDWIDE

INTERNATIONAL ARBITRATION NEWSLETTER

November 2011

Inside:

Editors' Comments

Welcome to the second edition of Squire Sanders Hammonds' International Arbitration Newsletter.

Since our first edition, we are delighted to announce the combination of Squire Sanders with 80 Perth-based lawyers joining from Minter Ellison. This second combination has once again extended and enhanced our existing wide geographic international arbitration footprint. We are pleased that our Australian colleagues have also been able to contribute to this latest edition.

Thank you to all of you who provided feedback on our first edition. If you have any questions or comments on any of the matters covered, please do hesitate to contact either of us or any of the contributors.

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ARBITRATION INSIGHT

Australia: The new approach to enforcement

Understandably, parties which choose international arbitration as the means to resolve disputes between them want to ensure that a resulting arbitral award will be final and enforceable.

Whilst parties to an arbitration agreement can choose the how, when, where and what law will apply to the arbitration, where an award is sought to be enforced will be determined by where assets are located. Therefore, the law and approach to enforcing international arbitration awards in the jurisdiction where the assets are situated is critical to a party's ability to enforce an arbitration award.

Past decisions of the Australian courts led some to question whether they could be certain an arbitration award would be enforceable in Australia. While Australia is a signatory to the New York Convention these decisions gave rise to a perceived uncertainty that the Australian courts may not interpret Australian law in a way that was consistent with the intention of the New York Convention.

In July 2010, Australia's international arbitration legislation, the *International Arbitration Act 1974* (**IAA**), was amended to address this perception along with other matters. This article considers the effectiveness of the amendments in light of recent decisions.

THE PAST

The grounds for refusing to enforce an arbitral award, provided for in Article V of the New York Convention, were intended to be exhaustive, such that a refusal to enforce an international arbitral award could only occur if one of the grounds in Article V was made out. The principle underpinning Article V is that arbitral awards should be enforced unless the award conflicts with fundamental principles of law and justice in the enforcing state. Prior to the 2010 amendments, section 8(5) and (7) of the IAA replicated the grounds in Article V. However, uncertainty arose when it was decided in an Australian Court that these sections did not provide an exhaustive list, and found that an Australian court had a general discretion to refuse to enforce an arbitral award even if none of the grounds in sub-sections 8(5) or (7) were present.

THE AMENDMENTS

The amendments to the IAA relating to enforcement of awards go to address any previous inconsistency between the Act and the Convention as regards enforcement. They clarify what constitutes a conflict of Australian public policy in the enforcement of an arbitral award and provide the courts with guidance in the interpretation of the enforcement provisions (as well as the Act generally). This is achieved by:

(a) inserting a new subsection 8(3A) that states that a court may only refuse to enforce the arbitral on one of the grounds detailed in subsections 8(5) and (7);

(b) specifying that the ground for refusal of enforcement on the basis it is 'contrary to public policy' includes where the making of the award was induced or affected by fraud or corruption, or where a breach of the rules of natural justice occurred in connection with making the award; and

(c) detailing the objects of the Act, which include facilitating the recognition and enforcement of arbitral awards made in relation to international trade and commerce; giving effect to the UNCITRAL Model Law on International Commercial Arbitration, and giving effect to Australia's obligations under the Convention on

the Recognition and Enforcement of Foreign Arbitral Awards.

The IAA goes further and gives the Australian courts specific guidance on how they should interpret the IAA. Section 39(2) of the IAA requires the court, when considering whether to enforce or refuse to enforce a foreign award, to do so having regard to:

(a) the objects of the Act; and

(b) the fact that:

(i) arbitration is an efficient, impartial, enforceable and timely method by which to resolve commercial disputes; and

(ii) awards are intended to provide certainty and finality.

The amendments to the IAA provide that the list of grounds to refuse to enforce an arbitration award under the IAA is indeed exhaustive and that a court must, when applying any of these grounds, take an approach that is consistent with the objects and stance outlined above.

RECENT CASE LAW

So, how have these provisions been applied by Australian courts?

In Uganda Telecom v Hi-Tech Telecom Pty Ltd (2011) 277 ALR 415; [2011] FCA 131, Uganda Telecom contracted to provide telecom services to Hi-Tech. Uganda Telecom commenced arbitral proceedings, alleging Hi-Tech failed to provide a guarantee or pay invoices. Hi-Tech did not respond to the request for arbitration and an award was made in Uganda Telecom's favour, which then applied to the Federal Court of Australia to register the award as a judgment.

In the proceedings, Hi-Tech argued, amongst other things, that the court can enquire as to the correctness of the arbitral award to determine whether it is contrary to public policy or under the Court's general discretion to refuse enforcement. The Court held:

- the amendments to the IAA make it clear that the Court has no general discretion to refuse enforcement; and
- public policy considerations have been clarified in the amendments to the IAA and do not provide a basis for re-opening the merits of the arbitration. The Court's power to refuse enforcement on the basis of public policy 'should be narrowly interpreted' and not exercised on the basis of 'erroneous legal reasoning or misapplication of the law' by the arbitrator.

In *Altain Khuder LLC v IMC Mining Solutions Pty Ltd* (2011) 276 ALR 733; [2011] VSC 1 the Supreme Court of Victoria considered the enforcement of an award from proceedings held in Mongolia.

Altain Khuder contracted with IMC Mining to prepare mine plans, operating plans and budgets in connection with an iron ore mine in Mongolia. Altain Khuder commenced arbitration proceedings against IMC Mining for not carrying out its obligations under the contact. There was some dispute regarding the identity of the party named as IMC Mining Inc and the involvement of IMC Mining Solutions. The arbitral proceedings, held in Mongolia, resulted in an order of approximately US$5.9 million against IMC Mining, stated to be paid by IMC Mining Solutions. Neither IMC Mining nor IMC Mining Solutions appealed the orders against them.

Altain Khuder commenced enforcement proceedings against both IMC Mining and IMC Mining Solutions in the Supreme Court of Victoria after both companies failed to pay. Enforcement orders were issued by the Court giving the defendants 42 days to apply to set the orders aside. IMC Mining Solutions applied to set aside the orders. At first instance, the Supreme Court of Victoria held that the application could only succeed if it established one of the recognised grounds of resisting enforcement in the IAA, and IMC Solutions failed to establish any of the grounds.

The matter was appealed to the Victorian Court of Appeal: *IMC Aviation Solutions Pty Ltd v Altain Khuder*

LLC [2011] VSCA 248. The primary issue was whether enforcement of an award could be resisted on the ground that an award debtor was not a party to the arbitration agreement. The Court of Appeal held that it could, and that this arose not by one of the defences in sections 8(5) or 8(7), but due to a preliminary jurisdictional requirement interpreted to be contained in section 8(1), that the person the award is sought to be enforced against was a party to the arbitration agreement. The onus of establishing the jurisdictional requirement rests with the person seeking to enforce the award. The question is one to be determined by the Court, who is not bound by any finding by the arbitrator on that point.

The jurisdictional prerequisites identified by the court for enforcement of an award were:

- an award has been made by a foreign arbitral tribunal granting relief to the award creditor against the award debtor;
- the award was made pursuant to an arbitration agreement; and
- the award creditor and the award debtor are parties to the arbitration agreement.

If these prerequisites are established, a party is limited to the defences set out in sections 8(5) and 8(7) of the IAA. In other jurisdictions, courts have also recognised the requirement that the award creditor and debtor be parties to the arbitration agreement, however this has been treated as falling within one of the defences outlined in under Article V, rather than as a jurisdictional point (which affects which party bears the onus of proof).

Conclusion

The amendments to the IAA should address the previous perceived uncertainty regarding the existence of a general discretion among Australian courts not to enforce a foreign arbitration award. Separate to the question of the existence of a general discretion, the amendments also clarify the defences that can be raised by an award debtor facing an enforcement action. However, the decision in Altain demonstrates that issues going to the jurisdiction of an arbitration must still be considered by parties who want to be in a position to enforce a foreign award in Australia. This reinforces the importance of dealing with jurisdictional issues during the course of the arbitration rather than at the enforcement stage.

The authors wish to acknowledge the assistance of Lauren Bulitude-Paull in the preparation of this article.

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News

Squire Sanders launches Guide to London Arbitration. For your free copy please contact katie.nunn@ssd.com

International Commercial Arbitration in Latin America, the ICC Perspective – 6-9 November 2011, Miami, USA

28th AAA ICDR/ICC/ICSID Joint Colloquium on International Arbitration – 18 November 2011, New York, USA

GAR Live London – 30 November 2011, London, UK

LCIA European Users Council Symposium – 11-13 May 2012, Hampshire, UK

Slovakia: Arbitration and its impact on Consumers

Arbitration, as an alternative to the painfully long court proceedings in Slovakia, is undoubtedly an effective instrument of rights enforcement. However, there is an increasing need for proper protection of consumers in this area. Consumers often do not know what they are actually agreeing to by signing an arbitration clause. They know very little about arbitration or how it works. They sometimes even misunderstand the remit of the arbitration court and consider it to be a regular civil court.

As a result of the increased abuse of arbitration in consumer affairs and following the commitment of the EU to provide consumers with increased legal protection, the Slovak Republic identified a need to amend its Arbitration Act (Act No. 244/2002 Coll. on Arbitration, as amended) ("the Act"). The reform process (inspired by the UNCITRAL model law) began in 2009 and brought some significant changes to the existing arbitration regulation. These included:

- an obligation on an arbitrator to take into account (ex officio) both local and European provisions designed to protect consumers.
- an obligation on an arbitrator to serve impartially and with due professional care in order to ensure equitable protection of rights and legitimate interests of participants and to avoid violations of their rights and legitimate interests;
- grounds to challenge an arbitration award in court if the provisions designed to protect consumers were violated during the decision-making procedure.

Following these changes and the impact of the decision of the European Court of Justice (now the Court of Justice of the European Union) in the *Asturcom* case [1], there have been governmental attempts to further amend the existing Act in order to provide more extensive protection for consumers. One of the reasons for this is that pursuant to the current regulation, practically any legal person is entitled to set up a permanent arbitration court and any natural person, with very few limitations, may become an arbitrator. Verification of eligibility and ability to ensure proper dispute resolution is not required. As a result, there are already over one hundred permanent arbitration courts registered in Slovakia. This liberal regulation has already shown its negative aspects in practice. Complaints are that consumers are often signing contracts containing arbitration clauses entrusting the resolution of disputes to an arbitration court set up by the counterparty or entities related to such counterparty. Given that the possibilities to challenge arbitration awards are limited, such an agreement is often proved very disadvantageous to the consumer.

The latest proposed changes to the Act attempted to increase supervision over arbitration courts and prevent abuse of arbitration in disputes arising from consumer contracts. It also suggested the licensing of permanent arbitration courts for deciding consumer disputes. Further changes were envisaged to limit the opportunities to agree on arbitration with consumers by stating that an arbitration clause would be valid only if it was signed after the dispute has arisen. The scope for consumers to challenge arbitral awards would also have been extended as well. Some contemplated a total ban on arbitration for consumer disputes.

Unfortunately this latest attempt to change was unsuccessful, and the draft amendment was not approved in the legislative procedure. However, it can be expected that these changes will sooner or later be introduced into the Act, although probably in a "softer" version. It remains to be seen what the future of arbitration in Slovakia brings for a consumer.

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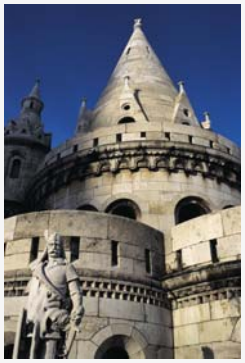
[1] Case C 40/08 *Asturcom Telecomunicaciones SL v Maria Cristina Rodríguez Nogueira* of 6 October 2009

Hungary: Fate and Destiny of Arbitration in Central Europe



Arbitration has a tradition in most of the Central European countries. Arbitration as a way of dispute settlement was known and practiced before the Second World War by most of these countries, as at that time most of them were market economies.

After the Second World War, most states of Central Europe became part of the political and economic area of the Soviet Union, this lasted from the late forties until the late eighties. From market economies those systems were changed to centrally planned economies.

Most countries belonged to COMECON, the economic organisation which organised trade between and among those countries. In this system, the trade of goods and services were first agreed by the states themselves in bilateral agreements, which were the result of coordination of the central plans of each state.

The implementation, however, was in the hands of state-owned foreign trade companies which concluded civil law contracts for the delivery of those goods and services. In this system, in the centrally planned economy, there was no room for party autonomy; the companies' duty was to fulfill the plan. Most elements of those contracts were consequently defined by the bilateral state agreements; for example, the type of goods and services, quality, quantity, price and other essential elements of a contract.

If, however, there were violations on the contract level such as non-performance, late-performance or defective quality, the only way of dispute settlement was arbitration between those companies based on the civil law contracts with the exclusion of state courts. In these thousands and thousands of arbitration cases, companies learned and practised the technique of arbitration. This resulted in a broad knowledge of arbitration techniques in the region.

However, it was arbitration but only as far as arbitration techniques were concerned, as three essential elements of arbitration were not observed:

1. The parties were not free to decide whether they wished to settle their dispute by arbitration; arbitration was the only way for dispute settlement and it was obligatory if the parties could not settle their dispute in an amicable way.
2. The parties were not free to choose the nature and place of the forum, as the place of arbitration was always and exclusively the permanent arbitration court of the chamber of commerce at the seat of the defendant.
3. The parties freedom to appoint arbitrators were limited as well. They could appoint arbitrators only from a list of arbitrators prepared by the respective arbitration court.

In spite of those elements, this system made the arbitration techniques widely known and practised in COMECON trade and paved the way for real arbitration culture for the nineties.

The existence of trade and dispute settlement was, however, not only between and among these COMECON countries. As the cold war eased, the companies of Central Europe had ever-growing trade relations with the Third World and with the West, namely trading partners from market economics. Arbitration was almost always provided in the contracts as the way of dispute settlement because neither party trusted the court system of the other. It was real arbitration without the limits already mentioned. Arbitration took place in the arbitration institutions in countries of Central Europe, but in most cases, were discussed in such well-known arbitration institutions, as the ICC, Swiss arbitration, and at the Vienna International Arbitrational Centre ("VIAC").

At that time, most states and representatives of states of the region were already very active in the

development of the framework of international arbitration. They ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards; they actively participated in the accomplishment of the UNCITRAL Arbitration Rules and of the UNCITRAL Model Law on Arbitration and they were among the first (both states and institutions) to implement them.

These developments made it possible, so that after the change from the economic and political system and returning to market economy, many of the Central European countries, based on the adoption of the Model Law and Arbitration Rules, were able to satisfy the requirements of international and domestic arbitration. Nowadays a considerable part of companies' economic disputes, both domestic and international, follow the way of arbitration.

We now have countries in the region which organise seminars on arbitration and where arbitration is an independent subject at universities.

Still, there is room for development and for improvements as considerable differences exist among those institutions and in the legislative framework of arbitration. There are arbitration courts where the number of domestic cases are around 250 per year, while in others it is much less, even none. There are arbitration courts where the number of international cases are around 100, while in others less than 10. Even if we consider the differences in magnitude of the economy of the different countries, these differences in arbitration cases indicate an uneven development of arbitration.

There are many differences across the region in the approach to arbitrate, for example, how close the rules of the different arbitration institutions follow the UNCITRAL Arbitration Rules and how close the laws follow the UNCITRAL Model Law on Arbitration. What these differences do show, however, is that the application of them is present everywhere in Central Europe.

There is a difference in their activity in the international field - in their participation in international seminars; a difference in the number of books published on arbitration and in general a difference in the arbitration culture.

There is a difference in arbitration institutions and their experts. It could be said that the arbitration institutions of Poland, the Czech Republic, Hungary and Romania are the most reknown and you can frequently meet the experts in arbitration courts in the West as well.

While differences exist, such differences exist in most part of the world. Central Europe is already on track. It is part of the development of arbitration in the world; it is no more a different kind of animal.

In most countries of the region, the culture of arbitration is present, the relation between courts and arbitration rests on international requirements, decisions of the courts being set aside are rare and the recognition and enforcement of foreign arbitral awards have a satisfactory record. Arbitration is more developed than it is in many other regions of the world.

We do not have to highlight special features of arbitration in Central Europe, but rather to emphasise that it is part of the worldwide arbitration practice. There are strong, acknowledged arbitration institutions, and others, less acknowledged. There are both more and less developed legislative frameworks on arbitration, but, as mentioned, such differences exist in most parts of the world.

What is clear though is that Central Europe is a safe place for arbitration and when considering the arbitration agreement, the same commercial decisions should be taken as they would for other established arbitration areas around the world.

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Poland - Landmark Ruling: Foreign punitive damages award not enforced

In a ruling dated 12 August 2011, the Circuit Court in Warsaw dismissed a petition for the enforcement in Poland of a judgment issued by a US court awarding punitive damages. This decision is expected to have far-reaching consequences in relation to the enforcement of both the judgments of foreign courts and awards issued in arbitration proceedings.

The underlying judgment, issued by the Circuit Court in Cook County, Chicago, had been issued in 2009 as a result of a complaint filed by a Polish-American couple against the Polish weekly magazine "*Wprost*". The plaintiffs sued the publisher, the editor-in-chief and one of the journalists of the news magazine, following the publication in 2005 of an article accusing them of failure to declare their foreign currency transactions to the relevant Polish authorities. The case attracted significant attention due to the involvement of the father of one of the plaintiffs, a former prime minister of Poland, who himself was the subject of allegations of possible insider trading in relation to this matter.

Following an unsuccessful attempt by the plaintiffs to sue in South Carolina, legal action was finally brought in Chicago where the American distributor of the Polish magazine had its registered office. In a 2009 judgment the plaintiffs were awarded USD 1,000,000 in actual damages, as well as USD 4,000,000 in punitive damages. The plaintiffs then proceeded with a petition for the enforcement of the judgment in Poland.

When dismissing the enforcement petition the Warsaw court ruled that the judgment of the U.S. court was "*unenforceable and contrary to public policy*". While the specific motives behind the decision have not been made known, in oral submissions the court stated that this was due to the fact that Polish law does not allow the awarding of "*punitive damages*". This reflects the basic rule of most continental legal systems, that awarded damages should compensate and reflect an actual loss suffered by the plaintiff. Also, the court considered the fact that amounts awarded by Polish courts in defamation proceedings have been quite moderate, the highest such award to date being in the area of EUR 50,000. The court stated further that if enforcement of the Illinois judgment had been permitted, this would have led to unjust enrichment of the plaintiffs and at the same time might have caused the bankruptcy of the defendant. According to the court such an outcome of defamation-related proceedings would be contrary to the basic principles of Polish law. The ruling of the Warsaw court is subject to appeal and the plaintiffs have announced their intention to do so.

The ruling of the Warsaw Circuit Court is in line with similar recent court rulings in other EU states, including the German *Bundesgerichtshof* and the Italian *Corte Suprema di Cassazione*. Both courts have found punitive damages to be contrary to the public order principles of the respective states, since the continental law regulations on torts do not provide for measures aiming at either punishing the defendant for his/her actions (*punitive damages*) or setting an example for the future (*exemplary damages*). German, Italian (and now also Polish) courts have therefore held that the compensatory nature of the remedy of civil damages should be respected as a matter of public policy.

In Poland the ruling of the Warsaw court has attracted a lot of attention in the legal community not only as a result of the high-profile subject matter, but also due to the fact that "*public policy*" is rarely used as grounds for denial of enforcement of a foreign judgment (with most recent examples being restricted to family law). Practitioners have also commented on the decision as being based predominantly on economic factors (the court's hesitation to bring about the possible bankruptcy of the defendant), rather than on sound legal reasoning. Furthermore, it is worth noting that while opposing the institution of "*punitive damages*" as alien to the Polish legal system, the court also denied the enforcement of the judgment insofar as it concerned the award for the actual damage suffered by the plaintiffs. Namely, the court stated that it considered the sum of USD 1,000,000 to be excessive

and not reflecting the "*local reality*", in comparison with the sums usually awarded by Polish courts in defamation suits. For the above reasons the ruling is considered highly controversial among legal practitioners.

While the ruling of the Circuit Court may still be changed on appeal, it nevertheless constitutes a significant setback in relation to the enforcement of similar judgments by courts from the United States and other jurisdictions where the institution of "*punitive damages*" exists. Furthermore, the conservative approach of the court and its concern for the defendant may also affect the practice related to the enforcement of foreign arbitral awards. In particular Polish courts may now start to consider the public policy clause as a 'back-door' method of reviewing a foreign judgment or arbitration award on its merits, rather than concentrating on legality and procedural aspects.

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Spain: The Draft Law on Mediation in Civil and Commercial Matters

The Spanish Parliament is currently working on a draft of the Mediation Act (the Act), which implements Directive 2008/52/EC of 21 May 2008.

Its features are summarised below:

- The Act is restricted to civil and commercial matters with the parties consent needed to submit to mediation. Failing agreement, the Act will only apply when one party is domiciled in Spain and the mediation is to be conducted in a Spanish territory.
- The underlying principles of the Act are: the process is voluntary, impartial, neutral, confidential, and generally in good faith.
- The Mediator should have a University degree, professional liability insurance and be enrolled on the Register of Mediators.
- The procedure is flexible and the parties can decide on the basic procedure. The Act merely provides the prerequisites for the validity of the settlement agreement, which may be enforced like any other judgment or order. However, for the settlement agreement to be enforced in another State it must be notarized. Similarly, any settlement agreement reached outside of the jurisdiction shall have effect in Spain only if authorized by an authority whose jurisdiction is equivalent to the Spanish authorities or are executed before a notary in Spain.
- Mediation agreements will not be enforced in Spain if they are manifestly contrary to public order.
- The maximum duration of the mediation procedure is two months, renewable for another month.
- An important aspect of the Act is that for small claims, ie, those that do not exceed EUR 6000, the parties are required to have attempted mediation before any trial. In all other proceedings the judge must inform the parties at the pre-trial hearing of the possibility of mediation.

However, the draft Act does not oblige the parties to mediate, or penalise them for refusing to mediate, except in the case of late acceptance of the claim by the defendant immediately before trial. In this case, the draft Act states that if the plaintiff offered mediation before the claim and it is rejected the defendant shall be ordered to pay the plaintiff's legal costs.

We shall have to wait and see how the Act is applied once in force and to monitor the take-up of Mediation in Spain.

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Editorial Team

Paul Oxnard has over 20 years of experience dealing with high value commercial litigation, and international and domestic arbitration matters. He has been instrumental in developing the firm's market-leading Alternative Dispute Resolution practice in the UK. Paul has particular experience in relation to disputes in the heavy engineering, energy (particularly nuclear and gas) and telecoms sectors and white collar fraud, injunctive work (obtaining, enforcing and resisting general, freezing, and search and seizure injunctions). He also specialises in EU public procurement regulations related issues. Paul Oxnard is recommended in Legal 500, 2010 for his 'tenacious approach, attention to detail, and drafting skills'. Paul is also recognised in Chambers Global 2011 within the dispute resolution category.

George M. von Mehren leads the firm's International Dispute Resolution Practice Group, ranked by The American Lawyer's 2011 Arbitration Scorecard as a top arbitration practice globally. The 2009 edition of the publication also recognised one of George's recent arbitration victories, in which the client benefited by more than US$1 billion, as the second largest arbitration award by dollar amount in the world during the prior two years. The 2007 Arbitration Scorecard recognised another of George's victories as among the five largest arbitration awards in the prior five years. With more than 30 years of experience in complex adversarial proceedings, George spends 100 percent of his time representing clients in international arbitrations and providing strategic advice for litigation in courts outside the US. He has an established record of working effectively with counsel from around the world.

Fernando Gonzalez leads the International Dispute Resolution practice in Madrid. Fernando has more than 25 years of litigation experience in commercial and IP law. He represents clients around the world in international arbitration proceedings. He also has experience in the areas of fraud and insolvency. Fernando is listed as the Spanish representative of Fraudnet, a network of lawyers integrated in the International Chamber of Commerce. He is a member of the board of a renowned American University in Spain. He has also served on IBA and INTA committees.

Rebecca Heath started her career in 2008 as the Associate to the Hon Justice Michael Barker (then a justice of the Supreme Court of Western Australia and President of the State Administrative Tribunal). She joined Squire Sanders in February 2009 as a law graduate and now specialises in dispute management and commercial litigation. Rebecca is also currently a section editor of the Australian Journal of Administrative Law, a tutor in administrative law at the University of Western Australia and a committee member of the Australian Institute of Administrative Law.

Soňa Hekelová focuses on banking and finance, corporate transactional matters including mergers and acquisitions and financings, and regulatory matters. Prior to joining Squire Sanders, Soňa worked for a

large Slovak-based law firm and a large international law firm. Soňa's finance experience includes assisting in the preparation of documents related to bilateral and syndicated loans, both on the lenders' and borrowers' side, and representing financial services mediators including representation before the National Bank of Slovakia.

Martina Martakova is an intern in our Bratislava office. She is in her final year at the Paneuropean University in Bratislava. Martina has written a thesis on the protection of international investments and has won the national and international round of students thesis competition. Martina has also participated in the ADR Mooting competition of 2011 in Hong Kong. She speaks English and bit of French and Danish.

Graeme Slattery represents clients in resolving a wide range of disputes. His experience includes representation in disputes over international oil fields, mining and exploration agreements, major construction projects, managed investment schemes, employment matters, directors' duties, disclosure obligations and oppression actions. His practice encompasses a variety of industry sectors including energy and resources, real estate and commercial property, financial services, technology, construction, transportation and logistics, infrastructure and government.

Prof. Dr. Iván Szász is Professor Emeritus at the Corvinus University (Budapest); past representative of Hungary, also Chairman, Vice Chairman or Rapporteur in UNCITRAL; Chairman of the VG, which prepared the Model Law of Arbitration; honorary Vice Chairman of the International Council for Commercial Arbitration (ICCA); past member of the ICC Court; arbitrator in international and domestic cases, and author of several books and articles. Iván has developed a broad corporate and regulatory practice serving Hungary-based and international clients in matters including telecommunications, banking and greenfield investments. He is listed in Legal Media Group's 2008 Guide to the World's Leading Experts in Commercial Arbitration and recognized by PLC Which Lawyer? Yearbook 2009 for dispute resolution. He has been listed for commercial arbitration in The International Who's Who of Business Lawyers each year since 2004. He is also listed in The Best Lawyers in Hungary for litigation.

Maciej Szwedowski focuses his practice on litigation and arbitration, as well as on energy law, insolvency and corporate issues. He represents corporate clients in court and arbitration proceedings, including in relation to disputes arising as part of construction and development projects and in securities-related litigation. He has acted on behalf of directors of several companies in management liability proceedings in Poland.

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