Obviously - as we mentioned in our first newsletter - “a good arbitrator”, is above all, the one who respects the principles of the trial. For a long time, things were not so obvious in arbitration, private and intimate way of justice. Nevertheless, arbitration has had so much success in previous years that it is inevitably come under the blows of the French and European jurisprudence in the radar of the ECHR and the rules of fair trial. Up to 2013, due to economic recession, the question is raised about the right to access to arbitration of the impecunious litigant, who is affected by the crisis or even by an insolvency proceeding. This is one of the themes of this Newsletter, which evokes particular risk of denial of justice, exposing not only arbitrators but also arbitration centers. The strategic dimension of arbitration is also at the heart of this third edition: what is a successful arbitration? Is it the one which, according to another truisum, guaranties justice for claimants? Or the one whose award will be accepted by all parties? Or the one which prevents to hit the headlines? Or, quite simply, the one which can be enforced? Because the adage that there cannot be good justice without execution is relevant for arbitration, raising the question of the enforcement of international or foreign arbitral awards made in another State.

So please read on!

Baudouin Delforge, Chairman of the International Arbitration Chamber of Paris.

Interview of Pr. Éric Loquin, associate professor in law and vice president of the University of Bourgogne, member of the scientific council of the CAIP.

At the Union European level, many instruments allow States to enforce a judgment in a third country (EC Regulations No 44/2001 and No 805/2004). The way which towards the removal of enforcement proceeding, continues inexorably with the project of adoption the Brussels 1bis Regulation, establishing a principle of direct enforcement of judgments in all member States. Éric Loquin explains us about the situation of arbitral awards enforcement in arbitration proceeding.

What is the actual system for the enforcement of international or foreign arbitral awards made in another State?

This enforcement is currently governed by the New York Convention of 1958. This Convention has been ratified by 149 States until now. It means that this Convention forms a global law on enforcement of arbitral award.
Article V of this Convention determines the cases where the enforcement of the award may be refused by a signatory state.

The great merit of the Convention is to foresee that the control of the judge may not relate to the merits of the award. However, the text became obsolete because it gives an extensive role to the law of the seat of arbitration. Fortunately, Article VII of the Convention gives States the right to deviate from the provisions of Article V by providing more favorable conditions of the execution of award in their territory than that in the New York Convention. Thus, the French law for example, a setting aside of the award made in another country is not an obstacle to the execution of this award in France.

**Awards are generally performed spontaneously. However, in some cases, the losing party resists authority of the award. What are the appropriate means to remedy a situation where a State impedes the enforcement of an award?**

There is no way to force a country to execute an award but there are some preventive measures. Before signing an arbitration clause, it is important to check where the main assets of the other party are located and refuse arbitration if they are located in one of the few countries that has not adopted the New York Convention. The obstacle can be overcome if the debtor has a portion of its assets located in a country member to this Convention.

**Will we have a possible regulation allowing the automatic enforcement of arbitral awards in the European Union?**

The question is much discussed. Should we break the global standardization created by the New York Convention by doubling a new regional arbitration law given that the arbitration law of Member States are already very favorable to the enforcement of arbitral awards and are very close to each other? In addition, all arbitration law of new members to the New York Convention are inspired by the UNCITRAL Model Law. That's why I am not sure that another European regulation would bring something more in this domain. Countries which are not favorable to the enforcement of awards are not members of the European Union.

**Do you think that finally, the regulation of the European Union for the abolition of enforcement proceeding and the circulation of judgments will extend to arbitral awards?**

I do not think so. On the one hand, the issue is not on the agenda, even in the long term. On the other hand, I do not think it’s desirable. The abolition of enforcement proceeding for judgments is already questionable because, despite official statement, the justice of all Member States does not have the same guarantees level. Arbitration is so heterogeneous justice that arbitral awards should not circulate without minimal control.

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**REPORT**

**The right of impecunious litigants to access to arbitration courts**

The notions of due process, equality of parties and access to justice have influenced the arbitration court until give birth to the notion of “right to arbitration”, today inspiring a potential right to arbitration court for impecunious litigants.

Although the Supreme Court has held that Article 6 of the European Convention on Human Rights (ECHR) does not apply to arbitration (Cass. 1ère civ. 20 February 2001, Société Cubic Defense Systems Inc. vs. Chambre de commerce international), it is clear that arbitration is gradually enriched by concepts directly inspired by the ECHR.

The ECHR has been mentioned in numerous of judicial decisions. For example, in a case between the Republic of Guinea and the Arbitration Chamber of Paris (judgment of 28 January 1987), the Paris Court of Appeal decided that the state judge, once fulfilled the " mission of assistance or technical cooperation " must leave arbitrators to "exhaust their own and exclusive power to judge and ensure themselves the conditions of "fair trial" in accordance with the fundamental and general principles of law and, as appropriate, with Article 6 of the ECHR and Article 4 of the Covenant in New York on Civil and political rights".

In another case such as Unesco vs. Boulois, the Paris Court of Appeal (judgment of 19 June 1998) decided that despite the immunity of international organizations, parties in trial proceeding, including in arbitration proceeding may rely on Article 6 of the ECHR to have their case heard by a court. According to the Court of Appeal “ The fact that the arbitral tribunal refuse the case introduced by Unesco, leads inevitably to prohibit the respondent to submit his case to the court, which is contrary to public policy and constitutes a denial of justice and a violation of Article 6 § 1 of the European Convention on human Rights”.

The ECHR has also served as a guideline in the famous case of the State of Israel v/ NIOC Company by the
In the International Arbitration Chamber of Paris (CAIP), this question has already raised relates to the trademark license agreement which will be illustrated in the example below.

Faced with this case, the question is raised: how to assure the parties, bound by an arbitration clause but do not have the financial capacity to pay for the provision of arbitration costs to access to justice?

Mr. Stebler vs. La Croissanterie Company (Paris Court of Appeal, 14 April 2005)
In this case, the claimant (a franchisee in liquidation, represented by its liquidator) was dismissed his demand by an award project dated 30th September 2003. He was filed to the CAIP a request for review of its claims in the second degree given that The French Franchise Federation (FFF) rule came into force in 1990, which is applicable in this case, provided an arbitration procedure with double degree.

The CAIP informed the claimant that he had a period of one month to pay for the provision of arbitration costs. The CAIP also informed the claimant that his demand of review his claims in a second degree shall be considered withdrawn by the arbitration center if the advance on arbitral costs is not paid.

Such position of the CAIP is result of article 20 of the CAIP rule which provides: “The applicant is liable for all provision arbitration costs required by the Chamber. The failure of such payment, within the period fixed by the Chamber, deduces the reject of the request for arbitration”.

A week after the expiry of the period on the payment of provision arbitration costs, the Chamber informed the parties that the request for review the award project to the second degree was considered withdrawn and therefore the award project was considered final.

The liquidator brought an action for set aside the “award project” which became “definitive”, before the Paris Court of Appeal on the ground that the “award project” was not definitive and the parties had to be referred to the Commercial Court.

In a judgment of 14 April 2005, the Paris Court of Appeal decided that, in accordance with Article 20 of the Rules of the FFF, the applicant is liable for all provision arbitration costs required by the Chamber and thus, with the failure of such payment, the request is considered withdrawn, including in cases of examination of the award project in the second degree. The Court rejected the argument relates to the impecunious by stating: “it does not belong to the Chamber, during the procedure the arbitration, of changing its Rules of arbitration to reduce the provision arbitration fees to zero to accept the request of the claimant”.

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All of these cases demonstrate the sensitivity of the question of the right of impecunious litigants to access to the arbitration court.

We need to keep balance between, on the one hand, the application of the arbitration rules agreed by the parties which allows the CAIP to cover the costs incurred by the institution and the arbitrators in arbitration proceedings. And on the other hand, the right of access to justice as guaranteed by Article 6 of the ECHR. Nevertheless, what would be the most appropriate means to deal with such situations?

Numerous of questions remain unanswered. In any case, the CAIP will probably have to face such situation under which, in applying the rules of arbitration, the CAIP need to develop a practice which will ensure in the same time, the smooth running of the arbitral institution and the right of parties to access the justice of their choice.

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**Interview of Andrea Pinna, Partner, De Gaulle Fleurance & Associés**

How important in arbitration proceeding are concepts of due process, equality between parties, right to access to the courts, or even “right to arbitration”? Could we refer to a real “procedural public order”?

The French case law is not fixed on this point. However, the Pirelli vs. Lola Fleurs case allowed the Court of Appeal and then the Supreme Court to open the path of this question. Unfortunately, the judgments raise more questions than providing answers. In the Pirelli case, the dispute arose in relation to the execution of a trademark license agreement. The manufacturer, who conceded its trademark to a Spanish company, terminated the contract due to licensee’s breach of contract and initiated arbitration proceedings before the International Chamber of Commerce (ICC) for damages. The Spanish licensee, subject to bankruptcy proceedings resulting in a liquidation, formed counterclaims which were considered withdrawn by the arbitration center due to its failure of payment in advance on arbitral cost imposed by ICC Court. The arbitral award which condemned him without examining its counterclaims, was overridden by the Court of Appeal of Paris for violation of international public policy process (right to access to the courts) and non-compliance with the contradiction principle (equality between the parties). This judgment was, his turn, withdrawn by the 1st Civil Chamber of the Supreme Court on 28 March 2013 on the grounds that: “the arbitral tribunal which refuses to examine the counterclaim, is considered to violate the right to access to the justice and the principle of equality between the parties, only if the counterclaim is inseparable from the main demands”.

In the Lola Fleurs case, the issue of access to justice arose in different factual and procedural circumstances: the impecunious party, this time was the claimant, decided to choose the state court procedure even though it had an arbitration clause, because of the less expensive nature of state court procedure than arbitration procedure. He justified his choice on the ground of inapplicable of the arbitral clause on the fact that he could not
afford the arbitral cost, which result, according to him, an impossibility access to justice and therefore a denial of justice. The claimant in this case, due to the failure of payment arbitration cost, did not use the solution of the Pirelli case (set aside an arbitral award rendered at the end of arbitration procedure on the ground that his demands were not examined). In contrast, the claimant tried to base on the ground of inapplicable of arbitral clause, which would open the door to access the state court.

What did the Court of Appeal decide in this case?
The Court objected strongly to the ground used by the claimant and rejected the case by a motivation which is certainly thoughtful of the jurisprudence policy followed by the Paris court: "the manifest inapplicable of the arbitral clause can not [...] be inferred from the alleged inability of LOLA FLEURS to afford the cost of arbitral procedure because of its financial situation and denial of justice. It is the arbitral tribunal, in any case, who allows access to the courts, and a possible failure of the arbitral tribunal on this point would be punished later".

Face to the right of access to the justice of the impecunious litigants, how should we react, in practice, in the case certain parties are not afford the arbitral costs due to their financial situation? The risk is high, especially for arbitration centers which would be suited for denial of justice.

We should not close our eyes: while the principle of guarantee the access to the justice of the impecunious litigants was strongly affirmed by the French courts, it has not resolved the key issues: on one hand, we should determine in detail the application scope of the right to access to the arbitral tribunal (is an impecunious litigant entered into this application scope?). On the other hand, we should also determine in detail how to allow impecunious litigant to access to the arbitral tribunal - the costly justice by nature).

On this last point, it is naturally up to arbitrators themselves (and arbitration centers) to ensure that the impecunious litigant does have access to justice. However, the law does not explain how they ensure this and it is on this point that we have to develop.

What should the arbitral centers do when the litigant have not paid the arbitral fee?
When the impecunious litigant is the defendant in the arbitration proceeding and would like to make a counterclaim, the arbitral centers should encourage arbitrators to examine his counterclaim disregard of the payment of arbitral fee. The question of payment can be examined at the stage of execution of the award. However, this would make the arbitrators themselves and the claimant bear the risk of unpaid the arbitral fee of the other party.

However, such a solution cannot be applied with ease in all situations. For example, in the Lola Fleurs case, as the impecunious litigant was the claimant in the proceedings, it is more difficult to require the defendant to bear alone the arbitration costs to which he was supporting the appeal.

Specifically, in the case of an institutional arbitration, French courts require that the arbitrator does not comply with the decision of the arbitration center which is in contradiction with the right of access to the arbitrator. It's up to arbitrators "to enable access to the courts" and it sometimes requires them to disobedience to the arbitration center. If we take the items with the Arbitration Rules of the International Chamber of Commerce about the advance of the arbitration costs, it provides to "opt out" certain applications "after consultation with the tribunal " (Article 30.6 arbitration Regulations 2012) . That's when they will be consulted that arbitrators may indicate to arbitration center that the right of access to justice forces them to consider all applications even in the absence of the provision for payment of fees arbitration.

Summary, how allow access to the arbitration court to a party bound by an arbitration clause but which does not have the financial capacity to pay the arbitration provision?
The current French case law on the right of access to the arbitration court will push arbitration centers to seek solutions to ensure access to justice for impecunious litigants other that the imposition of full costs to the solvent party.

The corporatist arbitration could consider funding by contribution, prior to any procedure, by contribution of the members of the corporation. By example, the Court of Arbitration for Sport organizes access to justice for athletes, maintaining the costs of arbitration at low levels when the case is an appeal against an international federation's disciplinary decision (Article R65 the Arbitration Rules of the CAS). For general arbitration centers, the issue is more complex. They might consider, for example, establish a specific fund financed by a contribution imposed on all cases brought before the arbitration center.
What strategies for a successful arbitration?

Everybody agrees that the interest of arbitration is having a successful ending. However, things get complicated when we try to determine the criteria for such success. For some, a successful arbitration is primarily the guaranty justice for claimants. For others, a successful arbitration is the one which prevents to make the headlines of parties. At times, people also consider successful arbitration as a means to continue their strategy and tactics... Decryption

As one author wrote: "Beware of what you want because you will get it", this is the reason why the International Arbitration Chamber of Paris (CAIP) has tried the maximum to assist parties to achieve as much as possible the result they expect.

Companies who contact the CAIP are interested in three points in particular: the arbitration costs, the time limits governing arbitration proceeding; the quality of arbitrators and the enforcement of awards. Therefore, the CAIP has built its strategy around these axes.

A moderate arbitration cost and a control of time limits governing arbitration proceeding

For the arbitration a cost, the CAIP has decided to maintain a moderate scale of arbitration costs and do not increase the costs despite the complexity of cases.

For the time limits governing arbitration proceeding, the CAIP try to ensure the time limit of arbitration. In this regard, the average time to render awards was three and a half months. There was no extension of this time limit last year despite the complexity of the issues.

Good arbitrators

Submit the dispute to the right person is the most important aspect of the arbitration in the eyes of companies.

In this context, the CAIP takes the highest precautions in appointing arbitrators although, fortunately, most of the time, parties choose themselves theirs arbitrators. If, within the time allowed, one of the parties has not nominated an arbitrator, the Chairman of the International Arbitration Chamber of Paris shall appoint an arbitrator ex officio. The Chairman of the Arbitral Tribunal is always appointed by the CAIP.

In addition, a new selection arbitrator process was established by the CAIP since 2008: while the president of the arbitral tribunal is a well-known specialist in the arbitration law, the co-arbitrators are often professional arbitrators. Therefore, parties enjoy professional arbitrators having a solid reputation in the professional sector and knowing all the tricks of the trade and customs practiced. The alliance between jurist arbitrator and professional arbitrator allows achieving a successful arbitration in both legal and practical aspects. The essential criterion for the selection of arbitrators bases on both legal and technical expertise.

The CAIP also examine the number of designations that arbitrators are appointed in the year in accordance with the Code of Ethics of CAIP.

The CAIP takes in account also the "human behavior" of arbitrators because they are those who listen to parties, parties' counsel and co-arbitrators. The trust on arbitrators by parties and arbitration center is necessary.

The ability of arbitrators to conduct balanced debate, to pose good questions, to understand the expectations and motivation of the parties by avoiding rigid behavior are also essential.

Finally, the language and nationality of arbitrators are also important in the context of international arbitration.

The spontaneous execution

A successful arbitration is also the one whose awards are accepted by parties.

In the context of arbitral awards rendered under the auspices of the CAIP, there is a true collaboration between members of the arbitral tribunal. Dissenting opinions are extremely rare. That is why most of awards are performed spontaneously.

What are strategies for the company?

A successful arbitration begins by a valid arbitration clause or a valid arbitration agreement. In contrast, a bad arbitration clause may lead to serious difficulties in implementing this clause and to an increase in the overall cost of arbitration proceeding.
The choice of the institution, the regulation and the appropriate procedure also plays a significant role. To this aim, the CAIP provides different models of arbitration agreement to help companies in the choice of procedures by giving all necessary information on the variety of procedures, for example the simplified procedures or the arbitral procedure with only one arbitrator.

What are strategies for arbitrators?

For arbitrators appointed by the parties, a successful arbitration is the one which among other things, allows achieving a balance between two diametrically opposed positions: on one hand, arbitrators defend too much the party by whom they are appointed despite elements the file. On the other hand, arbitrators do not dare to express their position in the favor of party by whom they are appointed by a fear of being accused of impartiality.

For the arbitral tribunal, it seems that avoiding the pitfalls of parties in an arbitral proceeding is an important issue.

A typical example concerns the communication of documents between parties. It is sometimes delicate to guarantee in the same time, the respect of contradictory principle, the right of defense of parties and the tactical procedural behavior which could delay the proceedings. In such situation, rigor, competence and adaptability of arbitrators are essential.

The following recent award illustrates this reasoning of the arbitral tribunal: the defendant company demanded the tribunal to dismiss the “memory number 3” and its attached documents of the plaintiff company from the debates because of the expire time limit provided by Article 24 of the Arbitration Rules.

The plaintiff company opposed that the Arbitration Rules contained no provision on the period within which the applicant may file a reply to the defendant and that the contradictory principle was respected.

The arbitral tribunal, in the award, stated: “On one hand, at the end of the hearing on the 8th July 2011, the procedural timetable which was set and approved by the parties, did not provide for exchange of new memories and new documents [ ... ]

Nonetheless, the parties exchanged new memories, the plaintiff company sent its statement on 29 July 2011 and the defendant company sent the respond on 16th August 2011. These two memories and attached documents are admissible.

On the other hand, article 24 paragraph 3 of the Arbitration Rules requires the defendant to notify his memory of defense “no later than the eighth day before the date of the arbitration hearing”. The defendant company was not able to notify his memory in the time limit above if the last memory of the plaintiff company was notified eight days before such hearing.

Accordingly, in accordance with article 24 paragraph 3 of the Arbitration Rules, and to ensure the equality of the parties to the contradictory principle, the memory number 3 and its attached documents of the plaintiff company dated 23th August 2011 are dismissed from the debates.

In any event, in the memory of 16th August 2011, the defendant company did not contain any new information but only gave details of the arguments which have already fully developed by the parties in their previous writings, including the value of copies of certificates produced by the plaintiff company. This aspect of the dispute between the parties has moreover been widely discussed at the hearing on 30th August 2011, each party has had the opportunity to develop all its arguments and respond to those of his opponent.”

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Interview of Patricia Peterson

"The availability of arbitrators is a key element in the success of arbitration for companies"

The Canadian lawyer, member of the Paris Bar, Patricia Peterson serves as counsel in the Arbitration & Litigation department of Linklaters LLP in the Paris office. On the 1st November 2013, during the 57th Congress of the International association of lawyers, in Macau (China), she was master of ceremonies for a special session - arbitration in Asia - which will be discussed in our next newsletter. During this section, we had an opportunity to discuss with her, from her point of view, about the elements which contribute to the success of an arbitration procedure to meet the needs of businesses.

In your opinion, what is a successful arbitration?

Arbitration may be, for me, called successful when the award is accepted by the parties without the need to seek enforcement. The element which contributes significantly to the acceptance of the award by the parties is, of
course, first of all, the motivation of the award itself and the clarity of the response of the arbitrators to questions raised by parties. However, the most important element is the diligent of arbitrators during the arbitrator proceeding to make parties, even though the losing party, have the feeling of being heard, of having read all submissions and of having well studied in detail all the documents provided. In other words, it is much easier for the parties, including the losing party, to accept a decision or sanction if they are really convinced that the arbitrators have worked well.

**What are difficulties of arbitration in practice?**

For me, a common problem is the availability of arbitrators, which is a key element in the success of arbitration for companies. In practice, the parties often choose the same people as arbitrators. As the result: there is a group of well-known arbitrators, who are usually appointed, especially in important business cases. However, due to the non-available of these well-known arbitrators, there is a risk of expanding the role of employees and secretaries of the court (if any) beyond what is desirable. In contrast, a large number of arbitrators, including young arbitrators, would need to gain experience and be entrusted with arbitration cases. Nevertheless, in the last arbitration cases on which our team works, arbitrators, even though are very busy but they have showed availability and performed work of very high quality.

In addition, arbitrators, in respecting the agreement of parties, should encourage parties to adopt procedures that are both more effective in streamlining costs and more appropriate to the facts and circumstances of the case, without fear of using the instrument for the allocation of costs against the parties implementing delaying techniques.

Another problem of arbitration in practice is the high increase in demand for the challenge of arbitrators which bases on the grounds sometimes questionable.

**What’s about the enforcement of awards?**

The dilatory appeals are still one of the major difficulties. In addition, we all know that it is often very difficult to enforce an award against a State...

**What can be the role of arbitral institutions to further improve the quality of awards rendered under their auspices?**

The institutions must ensure the availability of arbitrators. In this regard, the declaration of availability of arbitrators under the ICC, for example, could be a good step in this direction. In fact, arbitrators often prefer specify their full availability to avoid the risk of not having one more arbitration case. Moreover, some parties choose to appoint arbitrators who are not available in the purpose of delay the arbitral proceeding.

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**NEWS OF THE CHAMBER**

**Training sessions on Mediation and Arbitration**

New training sessions on mediation and arbitration will be held in January 2014 (in french).

Two training days are planned:

- **28th January 2014:** "Eviter les pièges dans l’arbitrage"
  
  "Training bases on a practical approach and helps to understand each stage of the arbitration: from the choice of arbitration until the enforcement of the award."

- **(date to be confirmed)**: "Introduction à la pratique de la médiation"
  
  "An introduction to the practice and issues of mediation designed for not only practitioners (lawyers, corporate lawyers, legal managers) but also for future mediators."

+ To keep informed of these courses, visit our website (www.arbitrage.org)

+ To register for these training sessions or for more information, contact Mr. Leo Amiel

By phone : 01 42 36 99 65 or by email : leo.amiel@arbitrage.org

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**Participation of International Arbitration Chamber of Paris in the "53th European Stock Exchange Trade" at the Palais des Congres (Paris)**

On 11th and 12th October 2013, the International Arbitration Chamber of Paris participated to the European Exchange trade alongside 3000 people from more than 70 countries among the largest operators of the food industry and related services. During this event, the CAIP was honored to received Mr. Stéphane Le Foll,
Minister of Agriculture, Food and Forestry, who meet with Mr. Baudouin DELFORGE, President of the CAIP and Irina GUERIF, Secretary General.

**TALKING**

**Peter Rosher , new partner of Pinsent Masons Paris**

Solicitor and lawyer, Peter Rosher has spent over 17 years in the Department of International Arbitration of Clifford Chance in Paris. Specialist in international arbitration, he conducted daily in a number of arbitration proceedings under different institutional rules: ICC, LCIA, SCC and UNCITRAL. He also regularly serves as an arbitrator. He developed a particular expertise in this area to a foreign client especially in sectors of energy, construction and telecommunications.

Peter Rosher is a member of several organizations such as the Chartered Institute of Arbitrators, the ILA, the LCIA and the NDRC.

**White & Case hosts an International Arbitration consultant**

On the 1th November 2013, Professor Sylvain Bollée has joined the Department of International Arbitration of White & Case.

Aged of 35, Professor Sylvain Bollée is an associate professor at the University of Paris 1 Panthéon -Sorbonne, where he teaches both private international law and international arbitration law. He served as a consultant, an independent expert and consulting in international litigation before French trial and foreign trial (Canada, England, and Spain) and arbitration (ICC, CMAP, ICSID). He is the author of numerous publications in the fields of arbitration and private international law, and a regular contributor to various legal journals.

White & Case now has 39 partners in Paris, including 7 in the International Arbitration Department. With more than 150 lawyers working in this field in 40 offices, White & Case is recognized as a leader in International Arbitration.

**Louis Degos was appointed Managing Partner of K & L Gates Paris**

K & L Gates LLP, an international business law firm, announced in early July the appointment of Louis Degos as a Managing Partner of the Paris office.

Louis Degos becomes the first French Managing Partner of the Paris office and he was also appointed member of the "Management Committee" of the firm.

Louis Degos is well-known for his practice of arbitration law and has extensive experience in the areas of commercial litigation and alternative dispute resolution. He pleads regularly before the French state courts and the ad hoc and institutional arbitration tribunals in domestic and international disputes. He also serves frequently as counsel in alternative dispute resolution procedures. Louis Degos assists the parties in the context of mediation and is regularly appointed Ombudsman in France and abroad.

**INTERNATIONAL ARBITRATION CHAMBER OF PARIS**

The International Arbitration Chamber of Paris (CAIP) is a not-for-profit institution which has a general competence in arbitration. It offers the companies of all sizes, all necessary services for their disputes resolution through the means of arbitration ou mediation.

Established in 1926, the Internationl Arbitration Chamber of Paris is the first arbitration center in France. Having resolved about 40 000 disputes arising from transactions of all commercial and industrial sectors, the CAIP has acquired today an important international reputation.