Editors in chief: Guillaume Croisant, Karolien Emmerechts, Iuliana Iancu and Sander Van Loock

AGENDA

14 December 2023	**CEPANI Arbitration Academy: From the Hearing to the Arbitral Award**
6 February 2024	**SAVE THE DATE: The Change of Circumstances in Dispute Resolution: Lessons From Abroad on the Revision of Contracts**
21 February 2024 (3-6pm)	**SAVE THE DATE: CEPANI40 seminar on post-M&A arbitration**
7 March 2023 (9am-3pm)	**CEPANI Arbitration Academy – 2nd class**
23 May 2024 (3-11pm)	**SAVE THE DATE: CEPANI General Assembly and 55 Anniversary celebration** @ The Merode

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NEWS FROM OUR PARTNERS

In memoriam – Geert De Buyzer

Diepbedroefd informeren we u dat onze dierbare collega (en vriend) Geert De Buyzer, advocaat-vennoot bij Schoups, op 8 november 2023 na een korte en ongelijke strijd is overleden.

We laten allemaal leemtes achter, voetafdrukken in het mulle zand. Vandaag zijn die leemtes talrijk en lijken ze onuitwisbaar diep. We nemen afscheid van Geert als collega: onvermoeibare werker, gedreven advocaat, messcherpe geest en bevlogen pleitbezorger. We nemen ook afscheid van Geert als persoon: mentor, toeverlaat en steun waarop collega's en cliënten steeds konden bouwen. Vandaag nemen we afscheid van een warme vriend.

Geert heeft ons verlaten. Zijn voorbeeld en de warme herinnering leven voort in eenieder die het voorrecht heeft gehad hem 'vriend' of 'collega' te mogen noemen.

Indien u uw steun wenst te betuigen, kan u dit doen via het volgende email adres (inmemoriamgeert@schoups.be). Deze berichten zullen ten gepaste tijde worden overgemaakt aan Liesbeth, zijn vrouw, en hun kinderen.

Onze gedachten zijn bij Liesbeth, Lukas, Willem, Emmelien en familie in deze moeilijke tijd.

REPORTS

CEPANI ANNUAL COLLOQUIUM: ESG AND INTERNATIONAL COMMERCIAL ARBITRATION BEYOND THE ACRONYMS
17 November 2023

Guillaume Croisant
Co-Chair, CEPANI40
Managing Associate,
Linklaters LLP (Brussels)
ESG Lecturer, ULB

ESG, the topic of this year's annual colloquium of CEPANI, and its growing importance for commercial arbitration was introduced by Mr **Dirk De Meulemeester**, President of CEPANI Academic Committee.

He set out the scene of the full-day seminar by explaining how companies, and their directors and officers, are subject to an increasing pressure from stakeholders (including legislators, regulators, investors, employees, the civil society and customers) to conduct their businesses in a sustainable manner, taking into consideration Environment, Social and Governance ("ESG") factors. This "ESG megatrend" has entailed a wave of new regulations and landmark court cases, as well as associated new litigation and liability risk. These developments will lead to, or play an important role in, a material number of claims, including many claims that could be subject to arbitration.

I then had the pleasure to give the first presentation with Ms **Rachel Barrett** (Global Head of ESG, Partner, Linklaters London), to provide a general introduction to the ESG key trends and developments and its associated litigation and liability risks. We gave a brief overview of the emergence of this megatrend and the key drivers associated with the shift from what has historically been mostly soft law standards to ever-increasing mandatory obligations. The main legal developments in the key areas were described and tested on their relevance to commercial and investment arbitration. We came to the conclusion that the rapid change brings many uncertainties and risks as the new standards are far-reaching and untested, thereby creating a fertile ground for disputes.

Next, Ms **Emily Hay** (Counsel HVDB, Brussels and Singapore) and Ms **Lisa Bingham** (former Deputy Director ICCA, The Hague) focussed on the environmental and social components of ESG and how these are tied into contractual clauses in the supply chain. This includes the development of ESG regulation of supply chains, i.e. from of soft-law initiatives in order to align best practices and provide guidance to companies to hard law obligations in several jurisdictions (Corporate Sustainability Due Diligence Directive). They further examined the different purposes that ESG contractual clauses may serve in supply chain contracts (compliance, assigning liability, avoiding ESG risks). Finally, the issues arising in the arbitration of supply chain disputes related to ESG contractual clauses were discussed, including matters related to contractual cascading, standard-setting for the substance of ESG obligations, issues concerning third parties and public interests, as well as remedies.

Afterwards, Ms **Laurie Achtouk-Spivak** and Ms **Naomi Tarawali** (Partners, Cleary Gottlieb, Paris and London respectively) addressed the increasing focus on ESG from various stakeholders in general terms for context, whereby accountability on the part of government and corporate actors have become crucial and whereby the regulatory landscape on ESG is converging from 'voluntary' to 'legally mandated'. They then discussed the growing importance of ESG-related matters in the M&A context, in particular the impact on the transactions, the growing prominence of ESG issues in the negotiation and due diligence of transactions and how ESG risks may be addressed in the transaction documentation. Finally, the likely sources of post-M&A ESG-related disputes were identified and the features that make arbitration particularly suitable in this area. In particular it concerns the ESG due diligence during the selection process of potential targets and the actual due diligence; the ESG representations and warranties in SPAs; the post-acquisition claims on appropriate disclosure of ESG issues and accuracy of seller ESG representations; and the evidence in post M&A claims.

Prof. **Xavier Dieux** then discussed ESG disputes between shareholder and company, or among shareholders. Shareholder disputes relating to ESG arising from articles of incorporation and shareholders' agreements, ESG as a component of company duty of care and shareholder/company claims against directors/management.

It was then the turn of Mr **Thomas Granier** (Partner, Anima Dispute Resolution) to address the public interests at stake in ESG, whether arbitration is an appropriate forum and whether existing and anticipated ESG legislation is mandatory law. He submitted that if ESG Protective Regulations were to become mandatory provisions or components of international public policy, this would be very relevant for international arbitration since would be entitled to refuse to recognize or enforce awards whose recognition or enforcement would allow the award creditor to reap the benefits from a violation of human rights or environmental damages resulting from its activities. He made the case that arbitrators – the past proves this – are able to (i) take into account the objectives of compliance regulations and ensuing mechanisms and (ii) are able to adjudicate contractual disputes concerning ESG issues.

Mr **Werner Eyskens** (Partner, Crowell & Moring Brussels) and Ms **Sophie Goldman** (Partner, Tossens, Goldman, Gonne) took a different angle. They addressed the way the chosen dispute resolution mechanism itself may impact on users' abilities to meet their own ESG goals. The authors address the question whether arbitration is or can become an ESG-compliant way of resolving international commercial disputes? The answer is complex and full of nuance. The conclusion is that a healthy sense of reasonable compromise is key to the sustainable successful long-term application of ESG principles in the arbitration process.

Last but not least, a panel discussion of in-house counsel was the perfect opportunity to see how ESG criteria and regulations were already embedded in the companies' day-to-day management, processes and contractual relationships. The panel, chair by Mr **Patrick Baeten** (Secretary General, Besix), was composed of Ms **Olivia De Patoul** (General Counsel Belgium & France, Deminor), Ms **Saskia Mermans** (Group general counsel, KBC) and Ms **Anne-Berangère Sudraud** (Legal Director Lhoist Western Europe).

Mr **Benoît Kohl**, President of CEPANI, concluded this very instructive day.

The tradition of CEPANI's annual colloquiums was well-respected and the participants received a book gathering the speakers' contributions, available on Kluwer Arbitration:

TALE OF TWO TEENAGERS 2013-2023: TEN YEARS OF UNCITRAL MODEL LAW IN BELGIUM / TEN YEARS OF B-ARBITRA
16 November 2023

Alexandra Keutgen
Legal Trainee
Cepani

On 16 November, CEPANI had the pleasure to celebrate the tenth anniversary of its arbitration journal, b-Arbitra, and of the UNCITRAL Model Law. To commemorate this special milestone, the arbitration community got together and various high-level legal experts discussed the ten years of b-Arbitra as well as the ten years of case law based on the UNCITRAL Model Law, followed by a panel discussion to see how Belgian practice compares with case law in neighbouring jurisdictions.

To kick off the event, Ms **Maud Piers** (Ghent University, Former co-editor-in-chief b-Arbitra), presented the ten years of b-Arbitra in a new legal landscape as more and more Belgian arbitration-related jurisprudence is being published every year. Mr **Vincent Verschoor,** (Wolters Kluwer International) then showed how they integrated the review into their products and made b-Arbitra accessible to practicioners worldwide.

The lessons of ten years of case law on UNCITRAL Model law in Belgium were to be discussed by Mr **Jean-François Tossens**, (Tossens Goldman Gonne, former co-editor-in-chief b-Arbitra), but he was unfortunately unable to attend the event. Therefore, Mr **Maarten Draye** (Hanotiau & van den Berg, Brussels) graciously stepped in and put his knowledge to good use as co-editor-in-chief of b-Arbitra, presenting a selection of reviewed Belgian case law from the last ten years. His outstanding exposé provided the ideal springboard for a panel discussion on the different approaches of neighbouring countries to the same problems as those facing Belgium.

The first topic was about the lack of reasoning as a ground for setting aside. Ms **Annet van Hooft** (Van Hooft Legal, Paris, former co-editor-in-chief b-Arbitra) explained that under French law, lack of reasoning is a ground for setting aside only in the context of domestic and not international arbitration proceedings. Under Dutch law, jurisprudence generally only allows for setting aside if the reasoning is manifestly inadequate. In Belgium, Mr **Draye** confirmed that lack of reasoning can be a ground for refusing enforcement of an arbitration award but that a possible exception is provided for foreign proceedings. Mr **Stefan Kröll** (Professor Bucerius Law School, Chairman German Arbitration Institute, Hamburg) then followed with German law and indicated that the lack of reasoning is a violation of German law, unless the parties have agreed otherwise, and could lead to the setting aside of the award. In Switzerland however, Ms **Alexandra Johnson** (Pestalozzi, Geneva) stated that the right to be heard does not grant a right to a reasoned award and lack of reasoning is not deemed to be incompatible with public policy. In fact, an award may only be set aside if its outcome is contrary to public policy, even if it fails to provide reasons for the decisions. On the other side of the Channel, Ms **Claire Morel de Westgaver** (Bryan Cave Leighton Paisner, London) noted that in England and Wales, the lack of reasoning is not considered as a separate ground for setting aside. However, the law states that awards should contain reasons, unless the parties have agreed otherwise.

The second topic concerned the scope of the national judge's review of public policy violations. Ms **van Hooft** pointed out that France has adopted a maximalist approach. This entails that when an international arbitral award is challenged on the grounds of violation of French international public policy, the French judge can examine the claim thoroughly, even in the light of new evidence. Under Dutch law, courts may refuse recognition and enforcement of the arbitral award if they find that it would be contrary to public policy. They also adopt a maximalist approach, however only breaches of the most fundamental nature are considered public policy violations. On the other hand, Ms **Johnson** explained that Swiss courts have adopted a minimalist approach, considering that setting aside awards on grounds of public policy is "*chose rarissime*". There is no *de novo* review and the notion of public policy is very narrow. In Germany, Mr. **Kröll** referred to a recent German Supreme Court case in which the Court stated that, since any breach of competition law is a breach of public policy, the application of competition law is fully reviewable under German law. For the rest, challenges based on violations of public policy have been unsuccessful, except in cases where procedural public policy, such as the right to be heard, was breached. Ms **Morel de Westgaver** pointed out that the English courts have also adopted a minimalist approach, as the threshold for setting aside an award on grounds of public policy is high. Mr **Draye** finally explained that in Belgium a recent Supreme Court appears to adopt a minimalist approach, whereby the state judge should not carry out an in-depth examination of the merits of the case to assess whether public policy standards were correctly applied to the facts by the arbitral tribunal, but only assess whether the outcome of the award or its enforcement would constitute a violation of the public policy rule in dispute..

The third topic addressed the importance of the right of access to justice in arbitration. Ms. **Johnson** stated that in Switzerland, an arbitration agreement could eventually be terminated unilaterally if a party is unable to pay the advance on costs to initiate the arbitration proceedings. In addition, in case of domestic arbitration, the party withdrawing from the arbitration in case of impecuniosity may proceed before the ordinary court. For her part, Ms **Morel de Westgaver** explained that the English courts had held in a 2014 case that a party's failure to pay its share of the advance on the costs constituted a breach of the arbitration agreement, but was not considered a repudiatory breach. Consequently, the arbitration agreement was not inoperative in light of the Arbitration Act. Ms **van Hooft** followed by saying that French courts consider that

impecuniosity should not affect the arbitration agreement and that it is up the arbitral tribunal to ensure that no denial of justice results on account of the financial health of a party. However, according to Mr **Kröll**, German courts consider that keeping the parties in an arbitration agreement when their financial resources make it impossible for them to pursue their claims in practice would amount to a denial of justice. For Belgium, Mr. **Draye** mentioned a recent Belgian decision, ruling that in a case where the parties have provided for the possibility of appealing against the award, the losing party who is not able to pay the costs requested for the appeal is allowed to bring an action for annulment before the courts.

The last topic covered the consequences of failure to issue an award within the time limit. Ms **Morel de Westgaver** began by stating that the arbitral tribunal has a general duty to avoid unnecessary delay according to English caselaw. Ms **van Hooft** explained that there is no legal time limit in French law to render an award. If an award is issued outside of the contractually agreed time limit, it is subject to challenge as it could be argued that the arbitral tribunal ruled without respecting the mandate given to it, which could also result in the arbitrator's liability. The same applies in the Netherlands, with the difference that the liability of arbitrators is similar to that of the judges, which is to say that arbitrators can only be held liable in exceptional situations. Likewise, in Belgium, Mr **Draye** noted that the late issuance of an award could constitute an excess of powers on the part of the arbitral tribunal and constitute a ground for setting aside. In Germany, an award has yet to be set aside due to a late issuance of an award according to Mr **Kröll**. It may only have an impact on the arbitrator's fees. In Switzerland however, Ms. **Johnson** stated that an arbitral award rendered outside of the time limit is not null but may be set aside, in which case the arbitrator is liable for full compensation.

The panel discussion provided a wonderful opportunity for insightful exchanges and valuable comparisons between the various jurisdictions close to Belgium. After these very rich talks, Ms **Caroline Verbruggen** (Judge at the Brussels Court of Appeal and co-editor-in-chief b-Arbitra) offered great concluding remarks. The evening carried on with a networking cocktail offered by the publisher Wolters Kluwer.

HOT TOPICS IN INTERNATIONAL ARBITRATION – CEPANI/ASA/HUB BRUSSELS EVENT
Geneva, 22 November 2023

Emma Van Campenhoudt
Director Secretary General
Cepani

CEPANI40, the Swiss Arbitration Association (ASA) and HUB Brussels teamed up to strengthen the links between the Brussels and Geneva (and, more broadly, Belgian and Swiss) arbitration communities by organising a first joint-event at the Hôtel de la Paix Ritz Carlton in Geneva, before a likely similar event in Brussels.

After welcoming words of H.E. **Pascal Heyman**, Belgian Ambassador to Switzerland, Mr **Xavier Favre Bulle**, President of the Arbitration Court of the Arbitration Court of the Swiss Arbitration Centre and Mr **Vincent Subilia**, Director General of the Geneva Chamber of Commerce, the keynote address was masterfully delivered by Mr **Dirk De Meulemeester**, Honorary President of CEPANI. After an introduction discussing the early days of arbitration and the Alabama case held in Geneva, he focused on three main issues: (i) the efficiency of arbitration and the role of the arbitrators in this context, (ii) legitimacy of arbitration (including diversity and inclusion) and (iii) the emergence of new markets, especially in South America.

The two first topics were then covered at more length by the panel during a lively discussion (including with the audience, which proved very engaged) chaired by Mr **Guillaume Croisant** (Co-Chair, CEPANI40; Managing Associate, Linklaters Brussels), and composed of Ms **Françoise Lefèvre** (Member of the ICC Court of Arbitration; Partner at Lefèvre Arbitration); Ms **Melissa Magliana** (member of the board of ASA; partner at LALIVE in Zurich) and, for the users' perspective, Mr **Patrick Baeten** (General Secretary, Besix).

REPORT ON THE MEETING OF UNCITRAL WG III IN VIENNA
9-13 October 2023

Eric De Brabandere
Partner
DMDB Law

UNCITRAL's Working Group III ("WG III") on Investor-State Dispute Settlement Reform met in Vienna from 9 to 13 October 2023. WG III had two main items on its agenda: "**Draft provisions on the establishment of an advisory centre on international investment law**" and "**Draft provisions on procedural and cross-cutting issues**".

Since 2004, CEPANI is represented in UNCITRAL's Working Group II on Dispute Settlement. As from now, CEPANI will be represented in UNCITRAL's Working Group III.

Advisory centre

The first item on the agenda of WG III related to the proposed establishment of an Advisory Centre on International Investment Law ("*Advisory Centre*"), and a set of draft provisions relating thereto. The Advisory Centre would be mandated *"to provide technical assistance and capacity-building with regard to international investment law and investor-State dispute settlement (ISDS) and provide legal support and advice with regard to ISDS proceedings, including representation services"* (Draft Provision 2).

Much of the discussion on the establishment of an Advisory Centre centered around organizational and structural questions such as financing, fee structure, the role and function of the governing board, the procedure to be followed, and the mandate of the Advisory Centre more generally.

An important issue, however, which was the subject of much discussion, related to the question of who could benefit from the services of the Advisory Centre. The question was whether the services would be available to Member States, non-Member States, and/or non-Member non-States (in particular micro, small and medium-sized enterprises ("*MSMEs*")), as is envisaged in Draft Provisions 6 § 3 and 7 § 3). In particular, the Member States disagreed mostly as to whether non-Member States and MSMEs could benefit from assistance with regard to ISDS proceedings. Concerns were raised as to the financial implications of the latter, the fees to be charged, and possible conflicts of interest. More generally, it seems that the discussion on who should be given access to the services of the Advisory Centre were matters of principle, some states favoring access to Member States and MSMEs of Member States, while others were in favor of giving access to (Member) States only.

Draft provisions on procedural and cross-cutting issues

The second item on the agenda of WG III were the "Draft provisions on procedural and cross-cutting issues". These provisions are divided into several sections, covering "Submission of a claim – Conditions and Limitations" (A), "Conduct of Proceedings" (B), and "Decisions by Tribunals" (C). The Secretariat had also prepared **annotations to the draft provisions**.

There was much discussion on the status and objective of the draft provisions. The draft provisions, according to the Secretariat, *"were prepared for inclusion in existing and future international investment agreements ("IIAs")"* (para 3). As several delegations observed, the objective of the draft provisions requires careful consideration. Some delegations noted that the Draft Provisions could be used as model provisions which States could use with or without modifications in their IIAs, or could be used as a set of provisions for a future **multilateral instrument**, in effect retrofitting these into to existing IIAs. Other delegations, however, questioned the usefulness of drafting model clauses, and instead considered that the focus should be on the multilateral instrument. Another option proposed by some States was to consider the inclusion of certain provisions as an update to the UNCITRAL Arbitration Rules. These new or additional rules could then be limited to (treaty-based) investor-state arbitration and serve as an update along the lines of the recently adopted reformed ICSID Arbitration Rules. In this respect, some delegations noted that the draft provisions in Section B in particular (covering evidence, bifurcation, consolidation of proceedings, the code of conduct, and security for costs amongst others) could be interesting as updates to the UNCITRAL Arbitration Rules.

In relation to the Draft Provisions in Sections A and C it was argued by some delegations that these could best be used as model provisions to be used by States for inclusion in their IIAs. Other delegations, however, questioned whether the consideration of provisions as they are now drafted, were indeed part of the mandate of WG III which should focus on procedural questions only. The Draft Provisions in these sections in particular were considered by some delegations to venture too much into substantive law questions, such as "Denial of benefits" (Draft Provisions 9), "Shareholder claims" (Draft Provision 10), "Right to regulate" (Draft Provision 12), and "Assessment of damages and compensation" (Draft Provision 23) amongst others. The latter also attracted much debate in general, as some delegations observed that limiting damages and compensation to *"the total expenditures incurred by the claimant"* (Draft Provision 23 § 8), was contrary to the customary international law principle of *restitutio in integrum*. Other delegations pointed to the occasional excessive nature of damages and compensation awarded in ISDS, and the use of the DCF-method in circumstances where this would not be warranted. The idea to have tribunal-appointed experts (Draft Provision 23 § 5) received support. Other Draft Provisions, such as the "Right to regulate" (Draft provisions 12), were not discussed and will be taken up in the next meeting of WG III

ICC YAAF EVENT: EMERGENCY! I NEED INTERIM RELIEF?

20 October 2023

Alexandra Keutgen
Legal Trainee
Cepani

On 20 October 2023, an ICC YAAF practical workshop was held at **Linklaters Brussels** on emergency arbitration under the ICC Rules of Arbitration. The event was co-organised by two CEPANI members, Ms **Iuliana Iancu** (ICC YAAF Representative for Europe, Partner Hanotiau & van den Berg) and Mr **Guillaume Croisant** (Co-Chair, CEPANI40; Managing Associate, Linklaters LLP, Brussels).

Ms. Iancu began the event with a welcome speech before Mr. Croisant introduced the speakers of a panel discussion on emergency arbitration. The speakers were Ms **Shannen Honoré** (Deputy Counsel, ICC International Court of Arbitration), Ms **Lauren Rasking** (CEPANI40 Co-Chair; Senior Associate, Allen & Overy LLP, Brussels) and Ms **Catherine Schroeder** (Independent Arbitrator & Counsel, Schroeder Arbitration). The speakers shared their experience of emergency arbitration under the ICC Rules and gave practical advice on how to proceed in such situations. They also pointed out differences between the ICC and the CEPANI rules.

Following a walking lunch at noon, the participants were divided into three teams (claimant, respondent, and emergency arbitrator) and began to work on a mock case created by Ms. Iancu, giving them a very practical insight into emergency arbitration proceedings. After drafting their submissions, the teams argued orally, and the emergency arbitrator's team then drafted and delivered its decision. The event ended with closing remarks from the co-organizers and concluded by networking drinks.

IBA ANNUAL CONFERENCE PARIS

29 October – 3 November 2023

Alexandra Keutgen
Legal Trainee
Cepani

CEPANI had the opportunity to promote Belgian arbitration at the 2023 International Bar Association Annual Conference in Paris, which took place between 29 October and 3 November 2023. In collaboration with brussels.hub, the Flemish and French-speaking sections of the Brussels Bar (Balie Brussel and Barreau de Bruxelles) and IBJ-IJE (Instituut voor bedrijfsjuristen – Institut des juristes d'entreprise), CEPANI presented the attractive legal features of Belgium and the Brussels region to the thousands of lawyers and legal experts who had come from all over the world to gather in Paris

On 30 October 2023, the Ambassador of the Kingdom of Belgium in Paris, Mr **Jo Indekeu**, hosted an event entitled « Brussels, your Legal Hub for Europe », organised by hub.brussels. CEPANI was invited to highlight Brussels as a place for ADR and arbitration, while the other partners promoted Brussels as the gateway to the European legal market, with its lawyers and company lawyers. The moderator was Mr **Patrick Dillen** (former Vice-President of the Flemish section of the Brussels Bar and Partner at DWL LAW) and speakers included Mr **Bernard Derveaux** (President of the Flemish-speaking sections of the Brussels Bar and Partner at KS4V attorneys), Mr **Emmanuel Plasschaert** (President of the French-speaking sections of the Brussels Bar and Partner at Crowell), Ms **Vanessa Foncke** (Partner, Jones Day, and member of the board of administration of CEPANI), Ms **Julie Dutordoir** (Director General at IBJ/IJE) and Mr **Olivier Costa** (Economic and Commercial Counsellor at the Embassy of Belgium in France). The event was followed by a lively drink reception with guests who had the opportunity to chat with various partners and learn more about Brussels.

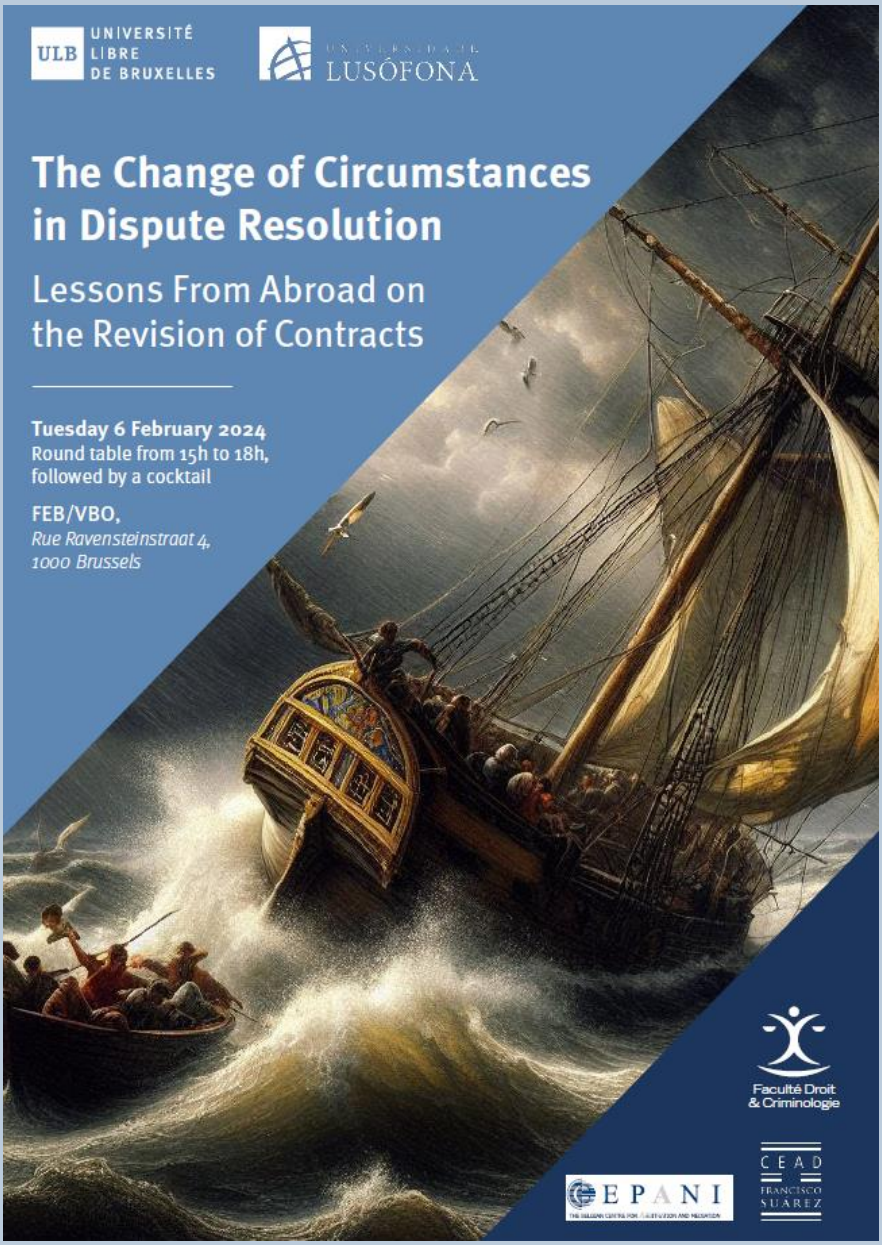
NEWS

>> The Change of Circumstances in Dispute Resolution: Lessons From Abroad on the Revision of Contracts

Under the scientific direction of
Prof. Rafaël Jafferali (Université Libre de Bruxelles)
Prof. Benoît Kohl (Université de Liège)
Prof. Lurdes Vargas (Universidade Lusófona)

The doctrine of hardship, which can result in the termination or even the adaptation of contracts in case of a later change of the circumstances which existed at the time of their conclusion, has been recently codified in the new Belgian Civil Code. Yet it raises multiples questions and represents a real challenge for dispute resolution practitioners and arbitral institutions alike. The present round table therefore aims at addressing these questions by drawing from the experience of practitioners from Belgium and other jurisdictions, such as Portugal or France, where the change of circumstances has been known and applied for a longer time.

Date: Tuesday 6 February 2024 – Round table from 15h to 18h, followed by a cocktail
Venue: FEB/VBO, Rue Ravensteinstraat 4, 1000 Brussels
Entrance: Free – Registration mandatory



>> Call for application – adjunct lecturer to teach the seminar of Moot Court/Arbitration at the ULB LL.M. in International Business Law

Call for Application
Adjunct Lecturer to teach "Moot Court/Arbitration Seminar"
LL.M. in International Business Law
University of Brussels (Université Libre de Bruxelles – ULB)

Appointment Description

The LL.M. in International Business Law of the University of Brussels (*Université Libre de Bruxelles*, ULB) is hiring a new Adjunct Lecturer from September 2024.

The LL.M. is a full-time 60 ECTS advanced post graduate program based in Brussels and is taught entirely in English. It caters to motivated students from around the world. The philosophy of the LL.M. is to offer a rigorous, coherent and comprehensive program that covers all of the core subjects of international business law, with a strong emphasis on practical experience. The LL.M. welcomes approximately 30-40 students from at least 4 continents each year and is taught in small interactive groups. The details of the program can be found on www.brusselsllm.com.

We are currently looking to fill a vacancy for an Adjunct Lecturer to teach "Moot Court/Arbitration Seminar". The core curriculum of the LL.M. consists of 8 core courses for all students. Students must also take an optional course one of which is the Moot Court/Arbitration Seminar. Typically, between 8-16 students enroll in the Moot Court/Arbitration Seminar.

Students in Moot Court/Arbitration Seminar will prepare memorandums and plead in the framework of an international commercial litigation/arbitration mock case inspired by a previous Vismoot case. The selected lecturer will have significant autonomy to develop the specific seminar curriculum with a focus on oral pleadings, research and writing and analysis of a complicated legal hypothetical. Memorandums will be exchanged during the first term, and oral pleadings will take place at the beginning of the second term.

Candidates will demonstrate outstanding teaching ability and advocacy competence in the relevant field through professional experience. The position involves the teaching of 36 hours of class time (including the moot court pleadings). The Moot Court/Arbitration Lecturer will also be asked to supervise 1 or more theses on the topic of litigation and/or arbitration (or any other areas of expertise as agreed). Thesis supervision is ongoing throughout the academic year but requires more attention in the second term.

The position does not involve a contract of employment with the University, rather academic work is carried out on an independent basis under terms to be agreed. Interested candidates should send a cover letter and academic curriculum vitae by 15 January 2024 to the LL.M. Academic Coordinator and Program Administrator at the following email address: brusselsllm@ulb.be.

NEWS FROM OUR PARTNERS

» *ACOLAD LEGAL*

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Attorney at law and partner at Bird & Bird

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» *INSTITUUT VOOR BEDRIJFSJURISTEN/ INSTITUT DES JURISTES D'ENTREPRISE*

On November 14th 2023, our Day of the Company Lawyers took place. A day dedicated to bringing together the community of company lawyers. The central theme was exploring the various roles of the company lawyer in a shifting world.

Inspiring speakers shared their expertise with our 350 participants about fulfilling the company lawyer role in a changing world.

This great gathering has filled us with immense pride! As company lawyers, we are more energised than ever to guide our companies through legislative complexities, ensuring a path towards secure and sustainable growth.

Have a look at our video of the Day made by Jubel:

NL: **https://lnkd.in/ecjZSYRu**

FR: **https://lnkd.in/eeaJpS9Z**

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There have been many new and important Arbitration publications this year. Here are some of our latest highlights to inspire you:

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Responsible publisher: B. Kohl