ArbitralWomen *Newsletter*

Uniting and promoting women in dispute resolution

www.arbitralwomen.org

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ArbitralWomen Board members at the Working Weekend and Cocktail in Paris

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As we move from spring into summer, life reminds us that we are always in transition. Seasons shift, roles evolve, and our journeys often change course quietly beneath the surface. Change can be unsettling, yet it's where real growth begins—and where we sometimes recognize that we've outgrown certain spaces or situations. Whether we seek the change or it finds us, know that you are shaping your own story. These reflections have led me to think deeply about belonging.

Belonging is about the spaces we create for one another, and the ones others hold open for us. We feel it when we are seen, heard, and supported without needing to be anything other than ourselves. It becomes tangible when we see ourselves reflected in leadership and in decision-making spaces. And while meaningful progress has been made, there is still work to do. That's why ArbitralWomen—and our community of members and allies—remains as relevant now as ever.

Here, belonging is built through consistent action: through thoughtful mentorship, by speaking up when something isn't right, and by taking a genuine interest in one another's growth. Many of us have leaned on this community during quiet moments of transition—I know I have. This sisterhood has offered advice, perspective, and a place to land when I needed to gather strength. Asking for help is part of rising. When we are grounded in our own power, we know that seeking support is part of the wisdom we gather along the journey. This community reminds me, time and again, that we don't walk alone.

ArbitralWomen has long stood for inclusion. That's why we continue working to remove the barriers that prevent full participation. We've reflected deeply on how to make our network more accessible, and now offer an adaptable membership structure to ensure individuals across jurisdictions can connect with us. Our goal is to make it easier for people—across regions, backgrounds, and roles—to find their place here. We want members to see themselves reflected not only on panels or in leadership, but throughout every layer of our work.

That spirit of purpose came to life during our Working Weekend in Paris, where Board members gathered—some meeting in person for the first time. One of the most powerful moments of that weekend was the Privilege Walk, an exercise from our Diversity Toolkit that invites reflection on how our personal circumstances shape our professional journeys. After the walk, we talked about the weight some of us carry, the privileges we hadn't seen before, and the quiet perseverance that sustains us every day.

That weekend also gave us the opportunity to revisit our projects and programmes, reimagine how we support members through parenthood and other life transitions, and recommit to reaching every region, every voice, and every story. Because inclusion becomes real through action.

If you are in a season of change, know that strength doesn't always look bold. Sometimes it's the quiet, steady decision to keep going, even when the path ahead is uncertain. In those moments, ArbitralWomen is here—holding space, offering connection, and reminding you that you belong.

And if you're ready to give back, we invite you to connect with us. There is important work ahead. Your ideas, energy, and wisdom are needed.

To our members, allies, champions, and volunteers: thank you for walking this path with us. Together, we are building a stronger, more inclusive future for dispute resolution.

Let's keep going.

Rebeca Mosquera
President, ArbitralWomen

Women Leaders in Arbitration

Professor Emilia Onyema

A long-standing member of ArbitralWomen, **Emilia Onyema** is widely recognised as a driving force for the development of international arbitration in Africa and the engagement of African practitioners in the field. Hailing from Nigeria, Emilia is a Professor of International Commercial Law at the School of Oriental and African Studies, University of London ("SOAS"), where she has taught and mentored generations of aspiring practitioners. She is also an accomplished independent arbitrator, qualified to practise law in Nigeria and as a solicitor in England and Wales, with substantial experience as president, co-arbitrator and sole arbitrator in international commercial arbitration cases.

Professor Emilia Onyema giving the 2024 Roebuck lecture at the Chartered Institute of Arbitrators in London, UK

Emilia's many initiatives include the SOAS Arbitration Conference series, surveys on arbitration in Africa, and the recent establishment of the SOAS Arbitration and Dispute Resolution Centre, a research and knowledge exchange centre for academics, students, and professionals in dispute resolution. She co-authored the African Promise (modelled on the ERA Pledge, to improve the profile and representation of African arbitrators) and founded the Arbitration Fund for African Students ("AFAS"), a registered charitable organisation in England that supports students interested in arbitration. AFAS recently received the 2025 GAR Pledge Award.

Emilia was an inaugural Board member of the African Arbitration Association and is a member of the Nigerian National Group at the Permanent Court of Arbitration. She also sits on, among others, the arbitration courts of the Dubai International Arbitration Centre, the Lagos Court of Arbitration, the BVI Centre Arbitration Committee, the Lagos Chamber of Commerce International Arbitration Centre ("LACIAC"), and the Casablanca International Mediation and Arbitration Centre.

Gisèle Stephens-Chu, ArbitralWomen Advisory Committee member, interviewed Emilia Onyema on her professional journey, advice for younger practitioners and perspectives on diversity and international dispute resolution in the African context.

You are a homegrown Nigerian lawyer. Can you tell us how you broke into international arbitration and academia?

I studied law and qualified as a barrister and solicitor in Nigeria in 1989, where I practised as a commercial lawyer. I retain my licence to practise law in Nigeria. During that time, I had the opportunity to work as counsel on some domestic arbitrations and became involved with the Chartered Institute of Arbitrators ("CIArb"), undertaking some of their training programmes, which are very useful for acquiring knowledge and skills in arbitration. I went on to become a CIArb member and thereafter a Fellow.

I became an academic somewhat by accident. By 2000, I was no longer enjoying legal practice, and I needed to change direction. I began an LLM course at King's College London. Given the intercollegiate nature of the London courses, I studied international arbitration at Queen Mary ("QM") taught by Julian Lew and Loukas Mistelis. I completed my LLM in 2001 and qualified as a solicitor in England and Wales in 2002. With encouragement from Loukas, I began a PhD at QM on the arbitrator's contract in international commercial arbitration, which I completed in 2007. I started teaching at QM during the second year of my PhD (2004) and, was offered a university post at SOAS after completing my PhD. I was really interested in my research and knew at that point that I would stay in academia for the long haul. In 2020, I became a tenured Professor at SOAS. I find academia very fulfilling: I enjoy conducting empirical research, teaching, sharing knowledge and being challenged by my students!

How did you develop your practice as an international arbitrator?

I did not accept appointments as an arbitrator until I became an Associate Professor in 2018. I was fortunate to be almost simultaneously appointed by an African and a Middle Eastern arbitral institution on two different cases (as co-arbitrator on one, and president on the other). In both cases, I was privileged to be working with highly experienced arbitrators, which allowed me to learn from them on the job. My own experience as an academic and a litigator was also very helpful.

Since then, I have sat as sole, presiding or co-arbitrator

in just over 20 matters, involving a variety of sectors, countries and nationalities. For example, I have adjudicated shareholder disputes, disputes relating to finance, real estate, mining, oil and gas, construction and those involving commodities. I have sat on tribunals with parties from India, UAE, Kenya, Nigeria, Greece, Ethiopia, South Africa, Rwanda, Zambia, Mauritius, Turkey, and the UK. Most of these arbitrations have been institutional arbitrations, with a smaller number of *ad hoc* arbitrations. Early in my career, most of my appointments were by institutions but I now get more party and co-arbitrator appointments.

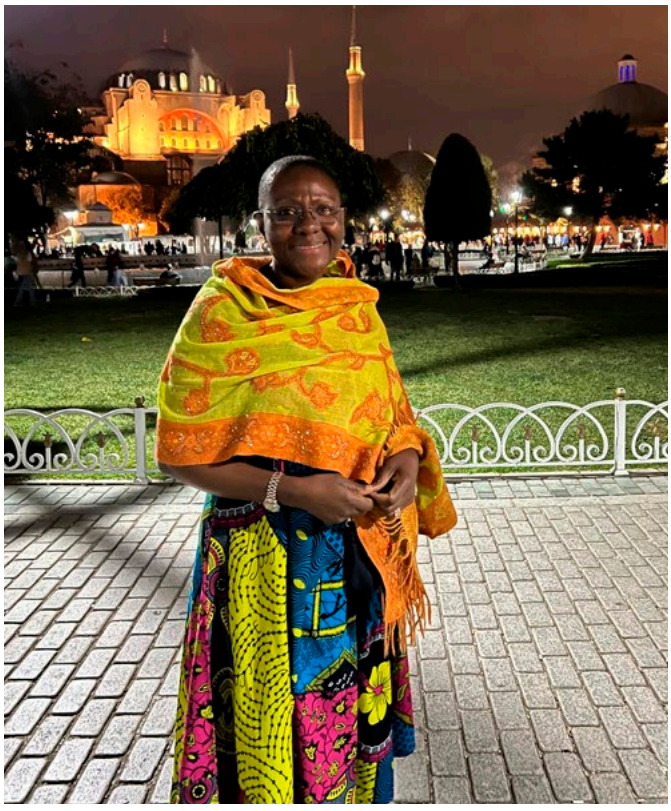
I have also acted as a legal expert on Nigerian law in two ICC arbitrations.

Being both an academic and an arbitrator is mutually beneficial — my research informs my decision-making and *vice versa*.

Can you tell us about your practical and procedural preferences as arbitrator?

Whether I am the presiding arbitrator or the co-arbitrator, I actively engage with the parties and their counsel by asking questions and listening carefully to them (and the other arbitrators). I also like to set out a clear agenda and timelines for the various stages of the proceedings, with some built-in flexibility. However, as my practice evolves and as experienced counsel appear before me, I find that parties push to exert party autonomy, preferring to drive the process (with consequential delays).

When I am the presiding arbitrator, I am keen to ensure that all tribunal members participate and contribute to both the discussions and drafting tasks of the tribunal. It is a real concern that arbitrators may sit routinely as co-arbitrators without ever having written an award themselves. I therefore seek to ensure an equitable allocation of the work when I am chair, and to contribute in a timely and effective manner when I am a co-arbitrator. In my view, we are one tribunal in the adjudicative process, with the president acting as a project manager. At least that has been my experience thus far.



Professor Emilia Onyema, visiting Istanbul, Turkey

I am aware that there are different views among arbitrators, who make a distinction between the role and impartiality of the president and that of the co-arbitrators. One of the difficulties we face is the overbearing influence of some domestic arbitration practices, where co-arbitrators are or were not historically expected to be neutral and impartial. I think that approach is problematic when it comes to international arbitration, where the entire tribunal must be impartial and independent for the system to function.

Let us now discuss some of your initiatives focusing on the development of arbitration in Africa. What has been their objective?

These initiatives originated out of my dual experience as practitioner and academic. As a practitioner, I was aware that a lot of arbitration was happening on the African continent. However, at conferences in the West, I heard the opposite. Information about those sitting as arbitrators and acting as counsel in those arbitrations was obviously not filtering through to these conferences. This is what led me to initiate the SOAS Arbitration in Africa conference series, as part of a research project that would enable me to understand who was doing what on the continent. Africa is huge, and practitioners in one country or region do not know what is happening in other countries. It was therefore important to create a community of practitioners in different African regions who were interested in and actually doing international arbitrations, so that they knew of each other and could have greater impact internationally. Other practitioners (e.g. Leyou Tameru from Ethiopia) also had the same idea. Some of us pooled our resources and supported each other's work with the shared goal of promoting the Africans who were working in this field.

This initiative led to the first conference in Addis Ababa in 2015, followed by Lagos in 2016, Cairo in 2017 and Kigali in 2018. There have since been six more conferences across the continent.

My next major project was the development of the bien-

We are grateful for ArbitralWomen's support for our ADR Connect Programme, which has enabled us to deliver the programme to 400 students in schools and universities in Ghana, Uganda, Tanzania and Rwanda during 2024.

Group photo at the end of the 2020 SOAS Arbitration in Africa Conference in Douala, Cameroon

nial SOAS Arbitration in Africa survey, designed to collect data from practitioners acting in African disputes. We have published four reports from this survey, all of which can be accessed online.

These initiatives have enabled us to identify gaps, for instance in advocacy training, which has, in turn, led to a further SOAS initiative, partly funded by the African Legal Support Facility, to deliver skills training to over 166 counsel across twelve African countries over 2022-2023. This training was delivered in English, Arabic, French and Portuguese.

Another initiative that was conceived at our Kigali conference in 2018 is AFAS. The purpose of AFAS is to support African students and young practitioners wishing to participate in arbitration-related moots and conferences. More recently, AFAS has developed an ADR Connect Programme to introduce arbitration and ADR to high school and university students across Africa and encourage them to consider a career in the field. Building a community has to start from the grassroots! We are grateful for ArbitralWomen's support for our ADR Connect Programme, which has enabled us to deliver the programme to 400 students in schools and universities in Ghana, Uganda, Tanzania and Rwanda during 2024. We intend to roll this project out to universities in all 54 African countries and work with local arbitration associations and their young members groups to help mentor these students. The AFAS initiative received the GAR Pledge Award 2025.

What is your view on the development of African arbitral institutions? Too many or too few?

Generally, I think there are too few institutions at present. According to SOAS' research, some African countries have no known institution and that is a problem. A majority of arbitrations on the continent are still *ad hoc*, and we need to move away from that given the disadvantages of having no institutional oversight and lack of access to data on such cases. It is also important to clearly identify and differentiate between institutions that actually administer cases and those that are simply membership organisations. Currently, the institutions that are really active and have genuine capabilities to administer cases are very few.

There should be different regional hubs for arbitration in Africa, which can support the smaller, more domestic institutions in the regions that lack experience.

The question is therefore not whether we have too many institutions, but how to best manage the few institutions that we currently have across the continent. There should be different regional hubs for arbitration in Africa, which can support the smaller, more domestic institutions in the regions that lack experience. I argued for this in a 2019 paper published in the World Trade Review relating to the resolution of commercial disputes in the African Continental Free Trade Agreement area (available here).

In short, there should be at least one arbitration centre focusing on domestic arbitration in each country, with one or two regional institutions, depending on the region and the sort of cases that come through. West Africa, for example, is not as homogenous as East Africa, so we would have those that are French-speaking and those that are English-speaking, etc.

You are a staunch critic of investment arbitration. How do you think the regime should evolve?

A point of correction, I am a critic of the current international investment law regime, not necessarily investor-state arbitration. As explained in the 2024 Roebuck lecture hosted by CIArb, I have become concerned about the negative impact of foreign investment in countries with weak governance and regulation. The cost of corruption invariably falls on local citizens who endure poor quality work, ineffective services, poverty, and underdevelopment as a result. The

Professor Emilia Onyema speaking at the 2019 African Arbitration Association conference in Kigali, Rwanda

P&ID case against Nigeria is a particularly egregious illustration (*Republic of Nigeria v. Process & Industrial Developments Ltd* [2023] EWHC 2638 (Comm)). Poor investor behaviour can also cause serious environmental and social crises. Yet, while investors can pursue States in arbitration, local communities have limited access to justice.

I remain an advocate of arbitrating such disputes. However, investment law and arbitration need to be rethought in a way that gives due account to the interests of affected local communities. As members of the international arbitration community, we must consider issues around access to justice and fairness, and the impact of the decisions we make on the general citizenry. Transparency measures and amicus briefs are insufficient: I propose more radical measures, such as open hearings and allowing affected parties to testify as of right, thus requiring the tribunal to consider such testimony in its decision-making. There remain many unanswered questions, but we need to start this conversation as a community.

How can diversity be improved in the field?

As I explained in a post for ArbitralWomen, our latest SOAS survey on arbitration in Africa reports, for the first time, some data on gender diversity on tribunals. As the data shows, gender imbalance remains significant, in line with other regions of the world. However, there is parity in younger age bands, which is encouraging. Organisations and institutions must continue to promote women practitioners and give them opportunities as arbitrators.

It is also key for practitioners to help others within the community. For instance, if you are an arbitrator from the global North and you have an opportunity to share your knowledge and experience with colleagues from the global South (e.g. by sitting on a tribunal, speaking at a conference or delivering training), then it is important to do that to help open up the field. It is also an opportunity to share and learn from others' experiences.

In this regard, I have noted that younger practitioners from the global North seem much more open to inclusive practices than their older, well-established colleagues. Perhaps this is a generational trend, or maybe it is the result of a different education and upbringing.

Another critical aspect is the availability of more granular data on appointments. Existing data provides general statistics on diversity, but it does not tell you precisely who is being appointed and whether that is actually opening up the field (e.g. you see that with ICSID statistics where the same women get repeat appointments).

It is also important to share and pool resources: I welcome the multiplication of initiatives, for instance with various women practitioners' groups launching in different regions. However, it is important to share goals and collaborate to achieve greater impact. The leadership of ArbitralWomen in this regard remains very important and can be more strategic with the experience that ArbitralWomen has garnered over the years.

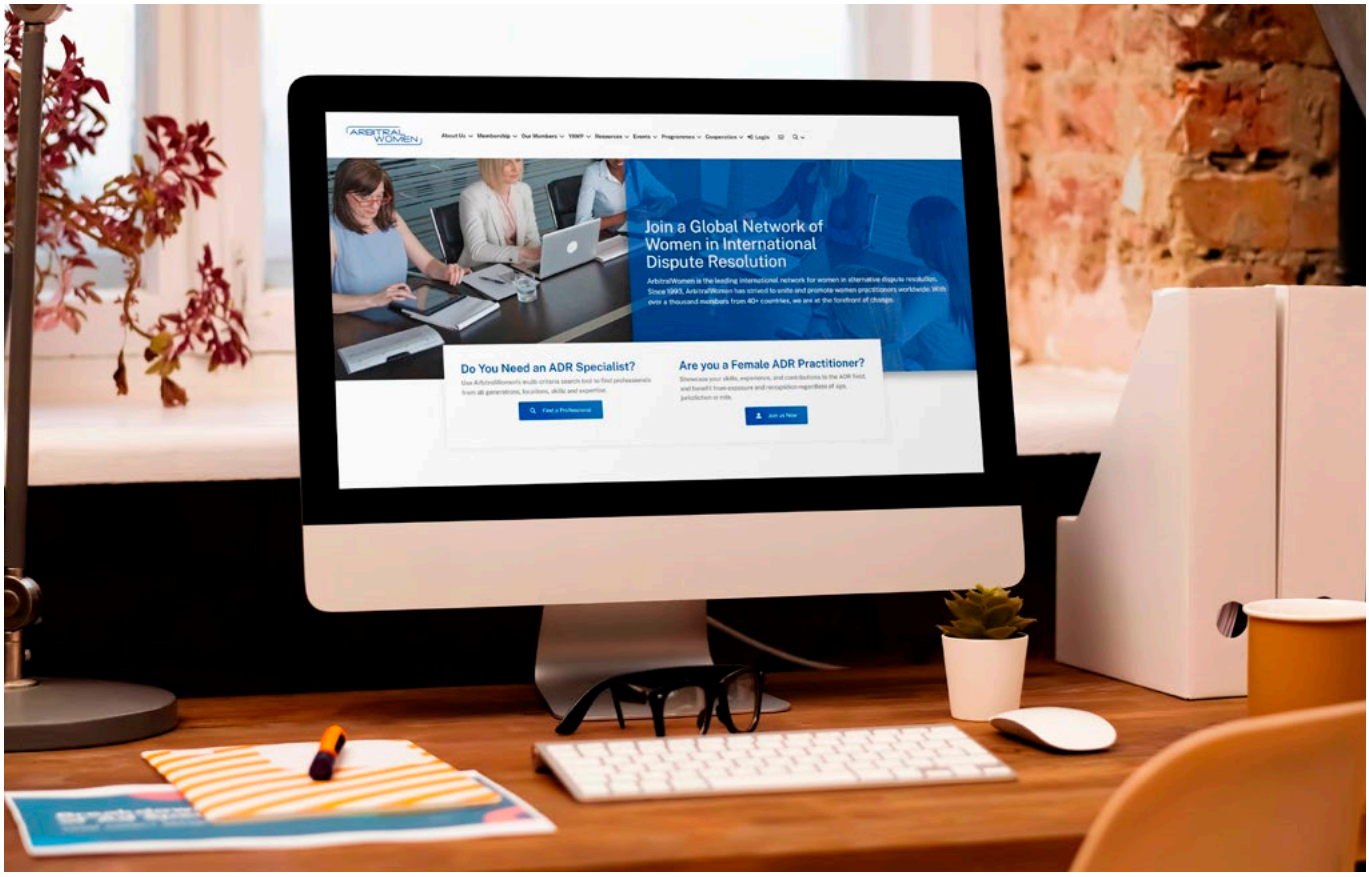
What is your advice for younger practitioners seeking to enter the field of international dispute resolution?

Nowadays, there is increased expertise and specialisation within the field. I recently met somebody who has a company offering services exclusively as a tribunal secretary. I had always seen tribunal secretary appointments as a stepping stone to becoming an arbitrator, and thought it was fascinating to think about it as she did: as an individual, thinking about what she wanted to do, the specific aspect of the field she wanted to concentrate on. Others may decide to focus on institutional work, membership organisations, legal tech, or providing expert opinions. Not everyone aspires to become counsel or arbitrator. It is important that younger colleagues know that there are a range of different roles that they can try out and for them to understand that all these roles are valid and valued within the community.

Outside of arbitration, how do you like to spend your time?

I do a lot of walking, and I enjoy the theatre and opera. I am a practising Catholic and like to support youth programmes within my local church. I really enjoy working with young people, although I suspect some of my undergraduate students believe I am too strict. I am grateful that I get to do what I actually enjoy doing and care about. This allows me to be imaginative and add value to the growth of our community.

Professor Emilia Onyema with ArbitralWomen Advisory Committee member Gisèle Stephens-Chu for the 2023 SOAS Counsel in Arbitration training in Abidjan, Côte d'Ivoire



ArbitralWomen Unveils New Website!

On 20 March 2025, ArbitralWomen proudly launched its brand-new website, a project that has been years in the making and shaped by the dedication and hard work of the ArbitralWomen Website Committee across two Board terms. This revitalised website offers a fresh, modern look and enhanced functionality designed to improve the user experience for both members and visitors alike.

Discover New & Improved Features

We are excited to introduce a range of new features and improvements that make navigation smoother and interaction more intuitive. Here is what you can expect:

- **User-Friendly Design** – Enjoy a refreshed and intuitive layout that makes browsing easy.
- **Streamlined Membership and Event Submission Processes** – Applying for membership and submitting events is now simpler than ever.
- **Enhanced Member Profiles** – Members can showcase their expertise more effectively with an upgraded profile system.
- **Expanded Resources & Publications** – Access a growing library of publications, newsletters, and industry insights.

Whether you are already a current member or are considering joining or rejoining, our new platform has something for you.

Membership and Practitioners Database

Simplified Application Process

Joining ArbitralWomen has never been easier! Applicants can now find all the necessary membership details in a convenient sidebar, guiding them through the process. All information needed to apply for individual or corporate membership is set out in a handy, user-friendly format.

Enhanced Visibility for Corporate Subscribers

Corporate Subscribers now enjoy an additional benefit — their **firm or organisation's logo will be prominently displayed on the ArbitralWomen's website** with a link to their own website, thus increasing visibility and engagement within the arbitration community.

Network and Visibility for Members

ArbitralWomen is globally recognised as the **leading professional organisation** for the advancement of women in alternative dispute resolution. With a growing presence worldwide

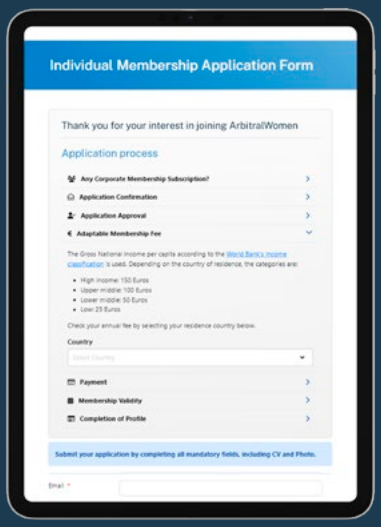
A Long-Awaited Feature: Adaptable Fees

We are delighted to introduce regionally adapted membership fees, ensuring accessibility for members from different economic backgrounds. Membership fees are now based on the Gross National Income per capita, as classified by the World Bank.

The key classifications include geographic regions, income groups, and operational lending categories of the World Bank Group. Depending on the country of residence, the World Bank classifies the countries in four categories. ArbitralWomen now applies the following fees for each category:

- Category 1: 150 Euros
- Category 2: 100 Euros
- Category 3: 50 Euros
- Category 4: 25 Euros

This feature aims to make membership more accessible and affordable to all. (*Note: Corporate membership rates remain unchanged.*)



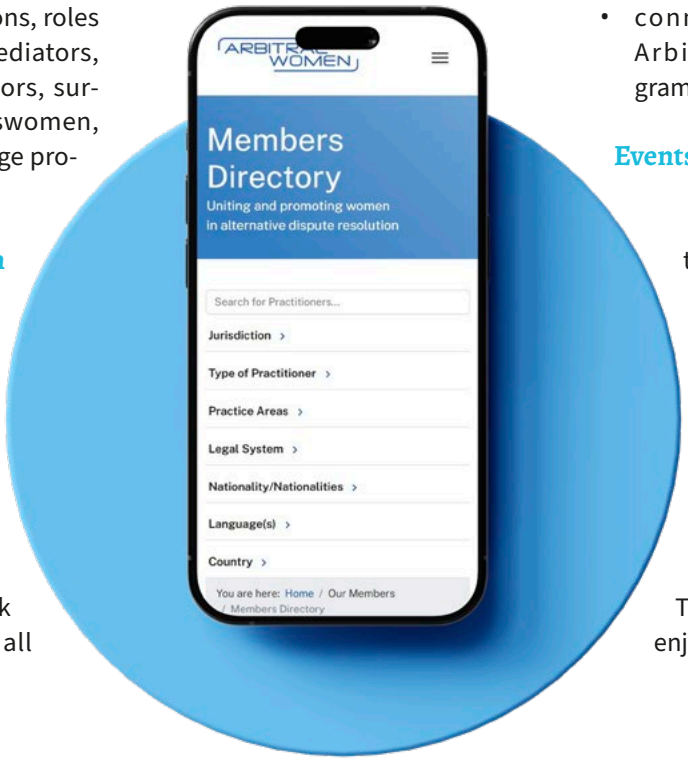
and over **100 firms and organisations** signing up for Corporate Membership (some including up to 40 practitioners), the ArbitralWomen network is stronger than ever. Your continued support will ensure that we can provide you with opportunities to grow your network and your visibility.

The new ArbitralWomen website serves as a valuable resource for potential clients, practitioners and researchers looking for female professionals in dispute resolution in any role. Through the new Members Directory, members can customise their profiles and enhance their visibility thereby attracting potential referrals. The Multi-Criteria Selection Tool enables practitioners to search for Members based on jurisdiction, geographic regions, roles (including as arbitrators, mediators, neutrals, experts, adjudicators, surveyors, facilitators, ombudswomen, forensic consultants), language proficiency, or areas of expertise.

Supporting ArbitralWomen Initiatives

The new website will also support several other crucial ArbitralWomen initiatives, thus ensuring that ArbitralWomen can continue to provide all its members with more opportunities to grow their network and visibility. This permits all ArbitralWomen members to easily participate in the following initiatives:

- uploading and accessing member publications through the searchable Publications Database;
- promotion of members' speaking engagements through the revamped Events webpage;
- celebration of members' successes on the News about ArbitralWomen Members webpage;
- opportunities to contribute to the ArbitralWomen Newsletter;
- contribution to reports on the Event Reports webpage;
- enhanced publication opportunities on Kluwer Arbitration Blog;
- dissemination of News about ADR, diversity initiatives and other useful information;
- participation in the YAWP — Young ArbitralWomen Practitioners programme;
- participation in the Mentorship programme;
- participation in the Parental Mentorship programme;
- contribution to moot competitions and capacity building programmes;
- contribution to training on unconscious biases using the ArbitralWomen Diversity Toolkit;
- participation at the UNCITRAL Working Group sessions as an observer on behalf of ArbitralWomen; and
- connecting members via the ArbitralWomen Connect programme.



Events

The revamped Events section of the website now has additional features such as a full calendar and a dedicated menu for events organised by the Young ArbitralWomen Practitioners (YAWP). The new "All Events" menu contains detailed information about each event featuring ArbitralWomen Members. The Event Reports page also enjoys a new look.

Resources

The Resources menu of the website now conveniently collates all useful information under one header with easy access to: News about ArbitralWomen Members, News, Newsletters, Publications, and Kluwer Arbitration Blog listing posts from ArbitralWomen Members. Moreover, a new menu now provides access to ArbitralWomen Material.

Partnerships

All ArbitralWomen partners are listed on the Partnership page that now enjoys a new and more modern look. ArbitralWomen collaborates with dispute resolution organisations, hearing centres and other groups and programmes dedicated to education and gender equality in dispute resolution. By joining forces with like-minded organisations that share our vision, we amplify our impact and further promote female talent in alternative dispute resolution. Partnerships drive visibility for both parties and their members.

Additional Security Features

The new website now permits members to activate a two-factor authentication (2FA) to access their profiles, thus enhancing security.

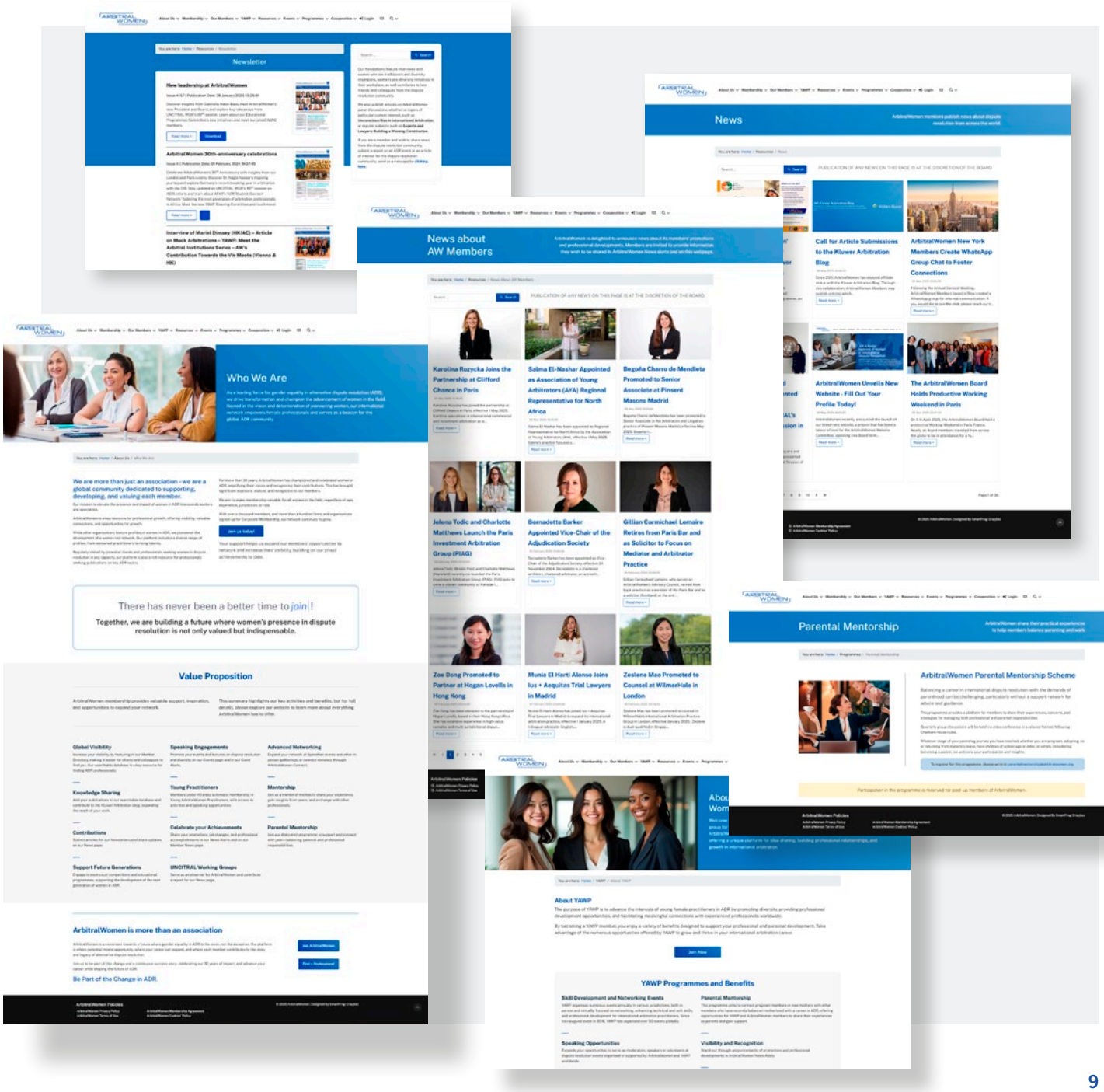
Enhancing User Experience

ArbitralWomen is proud of the new website that has been designed to meet the needs of its growing, global community. Over the course of 2025, we will continue refining and introducing new features to ensure that the platform remains cutting-edge and evolves with members' needs.

We are eager to hear your feedback! For questions or suggestions, feel free to reach us at website@arbitralwomen.org.

Happy browsing!

ArbitralWomen Website Committee: Clea Bigelow-Nuttall, Dilber Devitre, Mirèze Philippe



ArbitralWomen Board members at the Working Weekend

ArbitralWomen kicked off Paris Arbitration Week with a Board Working Weekend and Cocktail

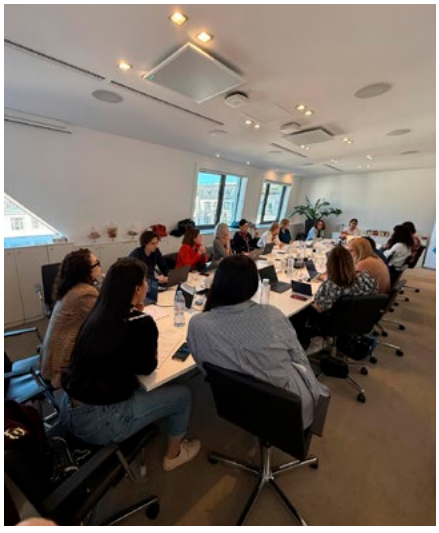
The ArbitralWomen Board of Directors held a productive Working Weekend on Saturday 5 to Sunday 6 April 2025, timed and held just before the start of Paris Arbitration Week 2025 ("PAW"). Sixteen ArbitralWomen Board members from across the globe, as far as Australia and as close as Paris, attended at the offices of Reed Smith. The focus of the meeting was on planning, strategising and implementing numerous initiatives, including the following.

The AW Diversity Toolkit

Mary Thomson, **Rekha Rangachari** and **Niamh Leinwather** presented the ArbitralWomen Diversity Toolkit ("Toolkit"). There was plenty of feedback and input for the Toolkit Committee to consider updates and improvements, including alternative ways it might be presented, so that its use may be expanded.

Budget and Funding

Niamh Leinwather, **Anna Kelly** and **Alina Leoveanu** provided a short presentation on ArbitralWomen's financial standing, overall budget and ArbitralWomen's funding for educational programmes over the past year. ArbitralWomen is in good financial standing with about half of its spending in 2024 devoted to educational funding, including moots,



The ArbitralWomen Working Weekend

ArbitralWomen's President, Rebeca Mosquera

Continuing Legal Education ("CLE") initiatives, CBP and the Arbitration Fund for African Students. The ArbitralWomen Board approved preparing annual overall budgets by reference to calendar years reflecting all ongoing costs, educational funding and approved projects.

Individual and Corporate Membership

The Board resolved to explore new initiatives to increase individual and corporate membership by enhancing the value of being a part of ArbitralWomen. The Board brainstormed different ideas, initiatives and projects that could be implemented. These will be presented to the ArbitralWomen Executive Committee to choose the top 4-5 initiatives, define the task force/committee to implement them, and inform the ArbitralWomen Board.

Enhancing Diverse Regional Presence

A task force composed of Anna Kelly, **Nata Ghibradze**, **Mirèze Philippe**, **Clea Bigelow-Nuttall** and **Shanelle Irani** introduced the idea of establishing regional chapters and representatives in different regions/countries, with the aim of organising more events, and overall increasing ArbitralWomen's diverse global reach. The Board resolved to move forward with working out the details.

Policy on Sponsoring and Co-Sponsoring Events and Logo Support

The Board discussed and agreed on what constitutes an ArbitralWomen event and when ArbitralWomen logo support would be granted.

Social Media, Branding Strategy and Newsletter

The Board discussed a proposal for hiring an external social media manager, strategy designer and editor to manage ArbitralWomen's social media and newsletter.

Parental Mentorship Programme

Kate Corby and Dilber Devitre introduced the workings of the Parental Mentorship Programme, and the Board brainstormed ideas to rebrand the programme and boost interest among ArbitralWomen's membership.

The Board extends our warmest thanks to Reed Smith, Paris for opening up their offices to us over the weekend and hosting the Board.

Cocktail

Immediately following the Board's Working Weekend, the Board proudly hosted its inaugural PAW cocktail reception at the beautiful *Les Salons de l'Hôtel des Arts et Métiers*. The cocktail event was oversubscribed, and former Board members, ArbitralWomen Advisory Committee members, ArbitralWomen members and supporters from around the globe enjoyed lively conversation and networking on the eve of PAW.

Submitted by Mary Thomson, Independent Arbitrator and Mediator, Pacific Chambers, Hong Kong, 36 Stone London & Singapore and Board Member of ArbitralWomen

ArbitralWomen Board members at the Working Weekend

ArbitralWomen's Cocktail

UNCITRAL Working Group II (Dispute Settlement)
81st session (3-7 February 2025), New York

The United Nations Commission on International Trade Law Working Group II convened its 81st session in New York from 3 to 7 February 2025. This session continued the 80th session's discussion on the recognition and enforcement of awards in electronic form. The main goal of the Working Group was to consider what modifications could be made to UNCITRAL instruments in order to ensure arbitral awards created, signed, and transmitted electronically would be enforced globally.

ArbitralWomen member Camille Ramos-Klee at UNCITRAL Working Group II on behalf of ArbitralWomen

A. *Initial Matters*

The session began with a discussion of whether "electronic award" or "award in electronic form" was the proper terminology for the awards in question. Some delegates felt that "award in electronic form" was more appropriate to highlight the document's format rather than the nature of the underlying arbitration. The Working Group agreed to return to the issue of terminology in the 82nd session, but for the purposes of clarity, going forward would use "award in electronic form."

Prior to the 81st session, the Working Group had requested that the UNCITRAL Secretariat compile responses from member and observer States on the status of awards in electronic form or with a digital signature for both foreign and domestic arbitral awards and any relevant case law in their jurisdiction. Relatively few States provided responses, particularly in comparison to the number of contracting States to the New York Convention (the "Convention"). Accordingly, the Working Group encouraged member and observer States that had not submitted responses to do so as soon as possible.

Based on the responses it received, the Working Group noted that there was no developed practice for the enforcement of awards in electronic form but that in some jurisdictions such awards were already accepted without issue. The Working Group acknowledged that the survey results suggest it should seek to facilitate the recognition and enforcement of awards in electronic form, taking precautions to not create problems that did not exist. The Working Group determined that the discussion of the content of any proposed recommendations would be carried out without prejudice to the final form, which would be determined at a later stage. Some discussion followed about the need for a binding instrument.

B. *The Convention*

A central focus of the Working Group was whether a formal recommendation should be adopted to clarify that the Convention allows for the recognition and enforcement of arbitral awards in electronic form. Delegates suggested that such clarification would reduce legal uncertainty and promote uniformity across jurisdictions.

Discussions emphasised the non-discrimination principle and the doctrine of functional equivalence, both central tenets in UNCITRAL's electronic commerce instruments. A proposed recommendation would encourage States to interpret the Convention in a technologically neutral manner, ensuring that awards are not denied enforcement solely because they exist in a digital format.

The revised draft recommendation presented during the session offered high-level language stating that "arbitral awards in electronic form should not be treated less favorably than those in paper form."

However, opinions diverged on the precise scope and language of the recommendation. While some favoured a precise and prescriptive approach referencing UNCITRAL's Model Laws on electronic commerce and signatures, others urged caution, concerned that overly detailed guidance might inadvertently restrict flexibility or be misconstrued as legally binding. The possibility of referencing the Vienna Convention on the Law of Treaties was also debated, though ultimately the group leaned toward omitting it to avoid legal ambiguity.

The revised draft recommendation presented during the session offered high-level language stating that "*arbitral awards in electronic form should not be treated less favorably than those in paper form*" and that "*such awards may constitute an 'original' under Article IV of the New York Convention if their integrity is assured*." This formulation received general support as a basis for continued work.

C. *UNCITRAL Model Law on International Commercial Arbitration*

Alongside interpretative work on the Convention, the Working Group considered proposed amendments to the UNCITRAL Model Law. The objective was to clarify without altering the underlying legal framework that the Model Law encompasses electronic arbitral awards.

Several proposals were made to adjust Articles 2, 31, and 35 of the Model Law, aiming to confirm that electronic awards are valid and enforceable under existing rules.

A key concern was whether enhanced electronic signature standards were required. After extensive debate, the Working Group agreed that imposing stricter standards for electronic awards than for paper-based ones was unwarranted and could undermine the goal of harmonisation.

The group also considered whether to house certain provisions in the Model Law itself or instead incorporate them into the Explanatory Note. Maintaining a balance between clarity and overregulation remained a consistent theme.

D. *UNCITRAL Arbitration Rules*

Revisions to the UNCITRAL Arbitration Rules ("UARs") were also discussed, but the Working Group approached this area with caution on the basis that frequent revisions should be avoided.

One proposed change was to Article 34(1), clarifying that tribunals may render awards electronically. Some delegates viewed this as redundant, arguing that tribunals already have such inherent authority, while others saw value in signalling alignment with modern practice.

Proposals for model clauses on award format and signature requirements were ultimately set aside, with consensus forming around the idea that these topics are better addressed during case management conferences or through guidance notes. These notes would offer practical advice to parties and tribunals without embedding prescriptive rules into the UARs or model clauses themselves.

E. *Conclusions*

The Working Group concluded the session by requesting that the UNCITRAL Secretariat, in consideration of the discussions, prepare a revised version of the recommendation, the articles in the Model Law (including the Explanatory Note), the UARs and the guidance text. The Working Group also urged continued support for remote participation to ensure broader participation.

Submitted by ArbitralWomen member Camille Ramos-Klee (Independent Tribunal Secretary).

ArbitralWomen attending the UNCITRAL Working Group II session in New York

The Growing Trend of Resource Nationalism-based Disputes in Africa – How to Mitigate Risks?

Nearly a third of global mineral reserves are in Africa .[1] Whilst the African mining sector is often associated with diamonds and precious metals, such as gold, it is the continent's abundance of critical energy transition minerals that will shape its future. The production of these minerals will be key to the world's transition to renewable energy and green technologies. It also has the potential to greatly accelerate economic development in Africa.[2]

In parallel to African governments uniting their ambition to develop green projects,[3] there has been a rising trend of African States taking action to increase their control of mining activities and related profits. This movement, which has been described as "*resource nationalism*",[4] manifests itself in the various measures taken by countries such as Tanzania, the Democratic Republic of Congo ("DRC"), and more recently Mali, Burkina Faso and Niger. In these important hubs for natural resources, each government has introduced new mining laws,[5] coinciding with their respective military coups.[6]

This development has inevitably created tensions with foreign mining investors, who argue that their rights with respect to their investment in the host African State have been affected under the applicable investment treaty and/or contract. As a result, there has been a sharp increase in international arbitration between mining investors and African States or State entities.

In the last six months alone, the International Centre for the Settlement of Investment Disputes ("ICSID") has registered eight such disputes against African States,[7] half of which are against Niger.

ArbitralWomen member, Saadia Bhatty

Similar disputes may emerge in Senegal, Zambia, Zimbabwe, Botswana or Uganda following their respective recent mining legislation reforms.[8]

In this context, exacerbated by the current global political turmoil and wave of protectionism, it is crucial for both foreign investors and States to review existing international investment agreements ("IIAs") and contracts to prevent future disputes costing millions, if not billions of dollars to all affected parties.

What are "*critical energy transition minerals*" and where are they found?

The United Nations Environmental Programme defines critical energy transition, or 'green', minerals as "*naturally occurring substances, often found in rocks, that are ideal for use in renewable technology*".[9]

For instance:

- lithium, manganese and cobalt are used in the manufacture of electric vehicle batteries; and
- chromium, bauxite and rare earths are essential for the

1 United Nations Economic Commission for Africa ("UNECA"), *Africa's critical mineral resources, a boom for intra-African trade and regional integration*, 22 December 2024; United Nations Trade and Development ("UNCTAD"), Economic Development in Africa Report 2023, 16 August 2023.

2 *Ibid*.

3 For details on six greenfield megaprojects valued at more than $5 billion, *see* UNCTAD, World Investment Report 2024, Regional Trends: Africa, p. 2.

4 Financial Times, Resource Nationalism on the Rise, 12 December 2024.

5 Chris Ewokor, BBC News, *Three military-run states leave West African bloc — what will change?*, 29 January 2025; African Mining Legislation Atlas (last accessed 28 February 2025): Burkina Faso Mining Code 2024; Mali Local Content Act 2023; Niger Mining Code 2022.

6 These three States have also recently left the Economic Community of West African States ("ECOWAS").

7 ICSID Cases Database (last accessed 28 February 2025). The eight disputes are: *Minas de Revuboè Limitada v. Republic of Mozambique* (ICSID Case No. ARB/24/40); *Alain Francois V. Goetz and Aldabra Limited v. Republic of Rwanda* (ICSID Case No. ARB/24/48); *Sarama Resources Ltd v. Burkina Faso* (ICSID Case No. ARB/24/51); *Minerali Industriali SRL v. Republic of Tunisia* (ICSID Case No. ARB/24/52); *GoviEx Niger Holdings Ltd. and GoviEx Uranium Inc. v. Republic of Niger* (ICSID Case No. ARB/25/1); *Société des Mines de Loulo S.A. and Société des Mines de Gounkoto S.A. v. Republic of Mali* (ICSID Case No. ARB/25/2); *Ngondo Mining SARL v. Democratic Republic of the Congo* (ICSID Case No. ARB/25/3); *Orano Mining SAS v. Republic of Niger* (ICISD Case ARB/25/8); *Orano Mining SAS v. Republic of Niger* (ICISD Case ARB/25/8).

8 *See* Senegal Mining Code 2016, under which the state is entitled to acquire for consideration additional shares in mining companies up to 25% of the share capital; Zambia Mines and Minerals Development Act (amended 2022), which enables the state to acquire and retain interest in mining licences; Uganda Mines and Minerals Act 2022, which allows the government to take a compulsory 15% free-carry stake in all mining operations; Zimbabwe Mines and Minerals Act (amended by Finance Act 2023), which introduces new conditions for "*strategic minerals*"; and Botswana Mines and Minerals Act (proposed amendments 2024), which aims to increase local ownership in mining projects. Information from African Mining Legislation Atlas (last accessed 28 February 2025).

9 United Nations Environment Programme ("UNEP"), What are energy transition minerals and how can they unlock the clean energy age?, 19 February 2024.

production of wind turbines and solar panels.[10]

Africa holds significant global reserves of these minerals:

- 48% of the world's cobalt is found in the DRC; and
- nearly 50% of the world's manganese is concentrated in Africa, with the largest reserves located in South Africa.[11]

What is resource nationalism, why is it happening and why is it causing investor-state disputes?

Resource nationalism can be defined as "*the assertion of control by a government over its country's mineral wealth (notably critical minerals, rare earth elements…) and other natural resources for strategic and economic reasons*".[12]

Resource nationalism may manifest itself through a variety of State actions including:

- seizure of mining facilities, equipment and resources belonging to foreign investors;
- revocation of mining licences;
- increases in mining taxes and royalties; and
- any other legislative reforms directly or indirectly affecting existing investments.

Since 2014, 31 African countries have reformed their mining codes to increase the participation of governments and local communities in the exploitation of resources.[13]

These reforms include:

- obligations to treat and process minerals locally before export;[14]
- stricter environmental and Corporate Social Responsibility ("CSR");[15] and
- an increase in mining royalties.[16]

Some of these reforms have led to investment arbitration proceedings, notably against Tanzania and the DRC.[17] Tanzania is currently facing three arbitration proceedings, two of which are ongoing, while the third has reportedly been settled. The DRC is involved in three similar arbitration proceedings, all ongoing, two of which were initiated between 2023 and 2025.[18]

These tensions arise when State actions prejudice the rights of foreign investors to whom the State has made commitments under investment contracts or IIAs.

When contracting with investors, States often commit to guaranteeing stable investment conditions for a specified duration through a stabilisation clause. The application of new legislation to beneficiaries of a stabilisation clause, or the revocation of an investor's mining licence on the basis of failure to comply with new legislation, may in this context constitute a violation of the investment contract and lead to the initiation of arbitral proceedings by the investor in accordance with the contract's dispute resolution provision.[19]

Similarly, such measures could be considered an unlawful expropriation or a breach of the standard of fair and equitable treatment protections guaranteed by most bilateral investment treaties, opening the way for recourse before an international arbitral tribunal in relation to potential claims for compensation for losses suffered, or even lost profits.[20]

How to prevent future mining disputes?

It is in the interests of both foreign investors and States to prevent disputes related to mining projects in particular which, if not managed properly, may cost millions, if not billions to the parties involved.

Disputes with foreign mining investors risk deterring future investments at a time of radical reform of the conti-

10 *Ibid*.; UNCTAD, Economic Development in Africa Report 2023, 16 August 2023.

11 UNCTAD, Economic Development in Africa Report 2023, 16 August 2023.

12 Thomson Reuters Practical Law Glossary, Resource Nationalism (last accessed 28 February 2025).

13 African Mining Legislation Atlas (last accessed 28 February 2025). The five most recent legislative changes are: Burkina Faso Mining Code 2024; Rwanda Mining Law 2024; Madagascar Mining Code 2024; Central African Republic Mining Code 2024; and Botswana Mines and Minerals Act (proposed amendments 2024).

14 *See, e.g.* Tanzania Mining (State Participation) Regulations 2022, Article 7(1).

15 Democratic Republic of the Congo Mining Code 2002 (amended 2018), Articles 64 bis and 266.

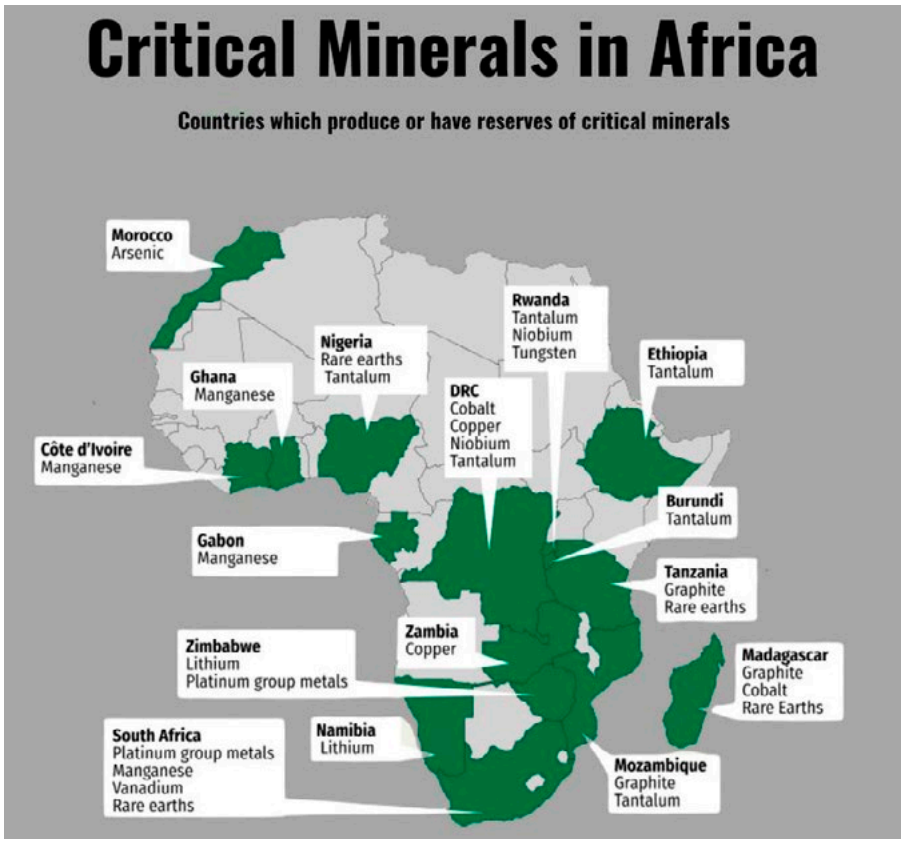
16 Democratic Republic of the Congo Mining Code 2002 (amended 2018), Article 241.

17 Tanzania has adopted the Tanzania Mining Act in 2019 and a number of regulations concerning, inter alia, mineral rights (2020) and state participation (2020 and 2022); the DRC amended its Mining Code 2002 in 2018 (African Mining Legislation Atlas, available here (last accessed 28 February 2025)).

18 UNCTAD Investment Policy Hub (last accessed 5 March 2025); ICSID Cases Database (last accessed 28 February 2025); Investment Arbitration Reporter (last accessed 5 March 2025).

19 The different approach adopted by tribunals to this issue can be highlighted by a number of cases brought against Libya following the state's introduction in 1973 of legislation that effectively nationalised foreign investments in the extractives industries. On the one hand, one tribunal determined that the application of the new legislation to the investment benefitting from a stabilisation clause under an investment contract was illegal (*Texaco Overseas Oil Petroleum Co./California Asiatic Oil Co. v. Government of the Libyan Arab Republic*, Award on the Merits, 19 January 1977, 17 I.L.M. 1–37 (1978)). In contrast, another tribunal determined that the application of new legislation to an investment benefitting from a stabilisation clause was valid, but that the state was obliged to pay the investor compensation for the expropriation (*Libyan American Oil Company v. The Government of the Libyan Arab Republic*, Award, 12 April 1977, 20 I.L.M. 1 (1981)). A number of tribunals have since adopted the latter of these two approaches (see, for example, *AGIP Company v. People's Republic of the Congo*, Award, 30 November 1979, 21 I.L.M. 726–739 (1982)).

20 *See, e.g. Nachingwea U.K. Limited (UK), Ntaka Nickel Holdings Limited (UK) and Nachingwea Nickel Limited (Tanzania) v. Tanzania* (ICSID Case No. ARB/20/38), Award, 14 July 2023 (para. 294) in which the tribunal determined that the state's decision to revoke licences granting the investor rights to explore identified mineral resources at a later date constituted an unlawful expropriation under the Tanzania-United Kingdom BIT (1994). In contrast, some tribunals have dismissed claims by investors that revocation or non-renewal of a mining licence constitutes an expropriation for the purposes of an investment treaty protection. *See, e.g. Navodaya Trading DMCC v. Gabonese Republic* (PCA Case No. 2018-23) Award, 2 December 2020, in which the tribunal held that the state's refusal to renew a mining licence was justified in light of the investor's non-performance, as was the transfer of the licence to a competitor; consequently, the state had not committed an expropriation.



Source: USGS Mineral Commodity Survey World Data 2025, Production 2023 and Reserves 2024

nent's infrastructure and energy sector.[21]

To encourage foreign investments, African States must strike a delicate balance between economic sovereignty and investment attractiveness. Foreign investors should maintain sustainable and amicable relations with host States. Failing to do so may have a long-term damaging impact on the future prospects of investments in the host State.

In the event of a dispute, it is often preferable to explore alternative dispute resolution ("ADR") mechanisms. In addition to international arbitration, the parties could consider:

- expert appraisal proceedings, to settle specific technical issues;[22]
- mediation, which facilitates an amicable settlement;[23] or
- conciliation, in particular through ICSID, which aims at reaching a compromise acceptable to both parties.[24]

Conscious of the benefits of such procedures, a number of African States have undergone legislative and institutional reforms to promote ADR. For example, several African States have signed the Singapore Convention on Mediation, which "*provides a harmonised framework for the enforcement and invocation of international settlement agreements resulting from mediation*".[25]

In parallel, a number of States have also established governmental bodies for dispute prevention and management in an attempt to deter investors from arbitrating disputes.[26]

Amicable settlement procedures and/or engaging with the State in preventative action should therefore be seriously considered by investors who wish to preserve business relationships with States and reap the benefits of Africa's mineral reserves.

A careful review and, where necessary, renegotiation of existing commitments under investment contracts and IIAs must also be conducted. Thorough, clearly drafted substantive provisions addressing both investor and state rights (and exceptions thereto), as well as detailed procedural clauses outlining dispute management, prevention and settlement procedures, can assist all parties in the avoidance of timely and costly disputes. This will also ensure that investors and States benefit from more collaborative, sustainable and fruitful investment relationships for years to come.

A review of existing investment treaties and mining contracts is essential. A total of 910 bilateral investment treaties have been signed by African States, out of which 548 are still in force, the majority of which have been signed more than two decades ago.[27] These 'old-generation treaties' contain several wide-reaching investor protections with little rights for African States. In the absence of reform, disputes will continue to rise on the Continent.

Submitted by ArbitralWomen member Saadia Bhatty, Partner, Gide Loyrette Nouel London. This article was first published on gide.com

21 *See, e.g.* European Commission, International Partnerships, Connecting the Democratic Republic of the Congo, Zambia, and Angola to Global Markets through the Lobito Corridor; African Development Bank Group, East Africa: the Ethiopia-Kenya electricity highway is shaping regional connectivity with the support of the African Development Bank, 28 October 2024; Nigeria Infrastructure Concession Regulatory Commission, Lekki Deep Water Port.

22 *See, e.g.* the International Chamber of Commerce ("ICC") Rules for Administration of Expert Proceedings.

23 Singapore Convention on Mediation Website.

24 ICSID website, Conciliation.

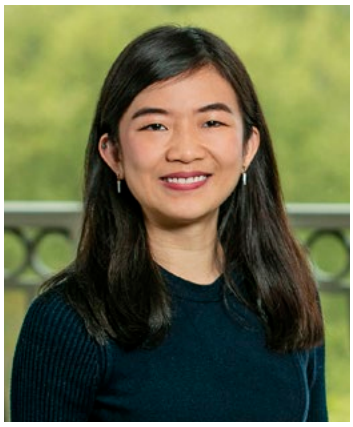
25 Singapore Convention on Mediation Website.
The following African States have signed: Benin, Chad, Congo, the DRC, Eswatini, Gabon, Ghana, Guinea-Bissau, Mauritius, Nigeria, Rwanda, Sierra Leone, Uganda (all signed in 2019).

26 For example, Egypt has established a Ministerial Committee on Investment Dispute Resolution (UNCTAD Compendium of Investment Laws, Egypt, 2017; the Ethiopia Investment Commission has established an Investment Grievance Management Procedure (Tsegamlak Solomon, A Small but Important Step in Ethiopia's Relationship with its Growing Private Sector, Renew Capital, 5 January 2021); and the Rwanda Development Board has established a Reinvestment and Aftercare Department (Rwanda Global Business Services Growth Initiative, Rwanda GBS Investor Playbook 2024, p. 4).

27 UNCTAD Investment Policy Hub (last accessed 5 March 2025).

A Proposal for Arbitrating Disputes Arising from Nuclear Damage

As global interest in nuclear energy surges due to its potential for low greenhouse gas emissions and energy security, the existing international legal framework for civil liability in nuclear incidents remains inadequate. This paper examines the current international civil liability regime, focusing on the Vienna Convention and the 1997 Convention on Supplementary Compensation for Nuclear Damage, highlighting their limited adoption. It argues that the lack of widespread acceptance of these conventions leaves significant gaps in legal recourse. The paper advocates for the use of international arbitration as an alternative means of addressing civil disputes arising from nuclear incidents, emphasising its benefits such as enforceability, neutrality, expertise, procedural flexibility, and speed. This paper also addresses the hurdles to obtaining consent for arbitration agreements. It aims to illustrate how arbitration can provide a viable solution with the support of States and operators, ensuring that victims have access to justice in the event of a nuclear incident.



ArbitralWomen member Xiaohan Cai

Introduction

Many States are increasingly turning to nuclear energy as a power source. There are plenty of good reasons why: the promise of low greenhouse gas emissions; reliable energy supply; and long-term fuel availability. 2024 saw the world embrace nuclear energy on a larger scale. In June 2024, the Bill Gates-funded company TerraPower broke ground in Wyoming for a new next-generation nuclear power plant, in which Gates himself had invested US$1 billion;[1] and in October 2024, both Google[2] and Amazon[3] announced that they had signed the world's first corporate agreements to purchase small modular reactors to power their data centres. In Asia, China approved eleven new nuclear reactors across five sites in August 2024;[4] South Korea approved two new nuclear reactors in September 2024;[5] and various Southeast Asian States expressed renewed interest in nuclear energy despite the current absence of any large-scale nuclear power plants in that region.[6]

As use of nuclear energy gains new ground, it is important to develop and maintain legal frameworks to ensure prompt and adequate compensation for damage suffered by victims of nuclear damage. Several multilateral conventions have been adopted to harmonise substantive laws on civil liability for nuclear damage, but the procedural aspects of resolving a claim are largely left to States to address under national law, and through national court systems. This article proposes that both States and the nuclear industry should instead consider international arbitration as the primary mechanism for resolving claims arising from nuclear damage. In this regard, this article presents a relatively novel idea, which rethinks current conventional thinking on how such disputes should be resolved. This article is a proposal meant to prompt a conversation on a fresh idea – whilst acknowledging that much more work will have to be done in ensuring better dispute resolution frameworks for all.

Section II sets out an overview of the existing nuclear liability conventions, such as the Paris Convention, the Vienna Convention, and the 1997 CSC. **Section III** argues that, despite these conventions entering into force decades ago, there is still no widespread acceptance of their terms. It describes the problems created by this, as well as the lack of harmonisation of procedural laws even amongst State parties to the nuclear liability conventions. **Section IV** addresses why, in these circumstances, arbitration should be the preferred mode of dispute resolution for claims arising from nuclear damage. **Section V** addresses practical ways in which arbitration can be introduced in such disputes.

As use of nuclear energy gains new ground, it is important to develop and maintain legal frameworks to ensure prompt and adequate compensation for damage suffered by victims of nuclear damage.

1 O. Manuel & S. Inskeep, Bill Gates Is Going Nuclear: How His Latest Project Could Power U.S. Homes and AI, NPR, 14 June 2024.

2 M. Terrell, New Nuclear Clean Energy Agreement with Kairos Power, Google Blog, 20 October 2024.

3 Amazon, Amazon Signs Agreements for Innovative Nuclear Energy Projects to Address Growing Energy Demands, About Amazon, 20 October 2024.

4 World Nuclear News, China Approves 11 New Reactors, 21 August 2024.

5 Time, In New Nuclear Push, South Korea Revives Plans to Build Two Reactors, 12 September 2024.

6 *See* Necessary, Small Modular Reactors Gain Traction in Southeast Asia to Cut Emissions 21 May 2024; Channel News Asia, As Interest in Nuclear Energy Hots Up, Southeast Asia Countries Are Closely Watching Each Other's Moves 4 October 2024.

Overview of the Nuclear Liability Conventions

The current international civil liability regime for nuclear damage is comprised of three conventions:

a. the 1960 Convention on Third Party Liability in the Field of Nuclear Energy (the "Paris Convention");[7]
b. the 1963 Vienna Convention on Civil Liability for Nuclear Damage (the "1963 Vienna Convention" or, following amendments, the "1997 Vienna Convention");[8] and
c. the 1997 Convention on Supplementary Compensation for Nuclear Damage (the "1997 CSC").

This section sets out an overview of the Vienna Convention and the 1997 CSC, both of which were established by the International Atomic Energy Agency ("IAEA") and intended to provide a global regime open to all States. The Paris Convention, in contrast, was adopted under the auspices of the OECD Nuclear Energy Agency; it is open to only OECD countries, with non-OECD countries having to seek consent from other contracting parties before becoming a party.[9]

This article uses the following defined terms. The references to the "nuclear liability conventions" in this article refer generically to the Paris Convention, the Vienna Convention, and the 1997 CSC; and their related instruments and amendments. The terms "Convention State" refers to a State that is a party to at least one of the nuclear liability conventions; the term "non-Convention State" refers to a State that is not a party to any of the nuclear liability conventions.

A "nuclear installation," which is a defined term under the nuclear liability conventions,[10] generally refers to any nuclear reactor, or facility where nuclear material is produced or stored for peaceful purposes.[11] The "Installation State" refers to the State within which the installation is situated.[12] The "operator" refers to the party designated or recognised by the Installation State as the operator of that nuclear installation.[13] "Nuclear incident" refers to an event or events that cause nuclear damage ("nuclear damage" is discussed below).[14] This article uses the term "victim" to refer to a person who has suffered nuclear damage, and the term "foreign victim" to refer to persons resident or domiciled outside of the Installation State who have suffered nuclear damage.

Most of the above definitions are relatively uncontroversial; however, the specific contours of certain terms are the subject of debate. For example, "nuclear damage" is generally understood as damage arising out of or resulting from the radioactive or hazardous properties of nuclear material, but the specific categories of compensable damage have evolved over time. Under the 1963 Vienna Convention, "nuclear damage" originally only included loss of life, personal injury, and damage to property;[15] the 1997 Vienna Convention expanded the definition of "nuclear damage" to include economic and environmental damage.[16] Some national laws have an even more expansive definition; for example, Japanese law also considers emotional damage and reputational loss as compensable nuclear damage.[17]

The 1963 Vienna Convention

The 1963 Vienna Convention was "*aim[ed] at harmonizing the national law of Contracting Parties by establishing some minimum standards to provide financial protection against damage resulting from certain peaceful uses of nuclear energy.*"[18] It was intended to represent a compromise between protection of the public and the interests of the nuclear industry.[19]

The 1963 Vienna Convention stipulated that States had to provide for the following minimum protections under national law.

- ***Exclusive Liability of the Operator.*** The 1963 Vienna Convention provided for the exclusive liability of the operator of the installation where the nuclear incident causing damage occurred.[20] This is also known as the "*channelling*" principle, where liability is legally "*channelled*" to the operator, to the exclusion of any other party potentially liable under general tort law. This principle simplified an otherwise complex and time-consuming process of establishing potential defendants.
- ***Strict Liability of the Operator.*** Under the 1963 Vienna

7 The Paris Convention was subsequently amended by the Additional Protocol of 28 January 1964, by the Protocol of 16 November 1982 and by the Protocol of 12 February 2004. It was also followed by the 1963 Convention Supplementary to the Paris Convention (the "Brussels Convention"), which was adopted to provide additional funds to compensate damage as a result of a nuclear incident where Paris Convention funds proved to be insufficient, and which was itself amended by protocols adopted in 1964, 1982 and 2004.

8 The Vienna Convention was subsequently amended by the 1997 Protocol to Amend the Vienna Convention. This paper will refer to the "1963 Vienna Convention" as the original, unamended version; and the "1997 Vienna Convention" following the amendments made by the 1997 Protocol to Amend the Vienna Convention.

9 *See* Paris Convention, at Article 21. Currently, only Turkey may be deemed as a non-Western European State that is party to the Paris Convention. Because of the relatively limited geographical scope of the Paris Convention, it will not be focused on in this article.

10 *See, e.g.* 1963 Vienna Convention at Article 1(j).

11 The 1997 Vienna Convention made clear that military installations were outside the scope of the convention: 1997 Vienna Convention, at Article 1B.

12 *See, e.g.* 1963 Vienna Convention at Article 1(d). The nuclear liability conventions also address the rules that apply to the transport of nuclear materials, which is highly complex area of law and outside of the scope of this article.

13 *See, e.g.* 1963 Vienna Convention at Article 1(c).

14 *See, e.g.* 1963 Vienna Convention at Article 1(l).

15 1963 Vienna Convention, at Article 1(k)(i).

16 1997 Vienna Convention, at Article 1(k)(iii)-(vii).

17 Nathan Swartz, The Impact of the Convention on Supplementary Compensation for Nuclear Damage, 12 U. Pa. Asian L. Rev. 342 (2016).

18 International Atomic Energy Agency, Vienna Convention on Civil Liability for Nuclear Damage (last visited 20 October 2024).

19 Mohit Abraham, *Nuclear Liability: A Key Component of the Public Policy Decision to Deploy Nuclear Energy in Southeast Asia* (Am. Acad. Arts & Sci. 2014), p. 17.

20 1963 Vienna Convention, at Article II.

Convention, the operator is liable regardless of who was at fault or whether fault can be established, *i.e.* the operator is subject to strict liability.[21] Victims are only required to prove that the nuclear incident caused the damage for which compensation is sought. The strict liability principle is subject to certain exceptions that have evolved over time. For example, under the 1963 Vienna Convention, there was no strict liability for nuclear incidents which occurred due to a "*grave natural disaster of an exceptional character*";[22] this exception was subsequently removed in the 1997 Vienna Convention.

- ***Limited Amount of Liability.*** The 1963 Vienna Convention provided that the liability of the operator "*may be limited by the Installation State to not less than US$5 million for any one nuclear incident.*"[23] This amount was subsequently increased in the 1997 Vienna Convention.[24] The general principle remained the same, *i.e.* that the nuclear liability conventions imposed a limit which the operator minimally needed to make available as compensation in the event of a nuclear incident. This ensured a fixed amount of compensation for victims and also allowed the State to limit the financial exposure of the operator to ensure commercial viability.
- ***Insurance or Security Obligation for the Operator.*** The 1963 Vienna Convention also provided that an operator must maintain mandatory financial coverage (*e.g.* in the form of insurance or other financial security), for an amount determined by the Installation State.[25] This normally corresponded to the amount for which the operator could be liable for. Where the operator's insurance or security was inadequate to satisfy the claims for compensation, the Installation State was required to ensure the payment of such claims up to the limit of the operator's liability.[26]
- ***Limitation of Liability in Time.*** Like most national tort laws, the 1963 Vienna Convention provided for a limitation period, *i.e.* a time period within which victims were required to submit their claims.[27]
- ***Equal Treatment of Victims.*** The 1963 Vienna Convention provided for non-discrimination of victims on the grounds of nationality, domicile or residence.[28] This ensured that foreign victims would be given equal treatment before the Installation State's courts if they sought compensation.
- ***Exclusive Jurisdictional Competence of the Installation State's Courts.*** Under the 1963 Vienna Convention, there is a single competent forum to address all actions for compensation, which is the "*courts of the Contracting Party within whose territory the nuclear incident occurred.*"[29] In most cases, this would refer to the courts of the Installation State.[30] This principle is also sometimes referred to as the procedural "*channelling*" of claims to one court, and prevents victims from forum shopping, offering operators a degree of certainty as to which forum such claims may potentially lie. National procedural law would govern matters such as which specific court is competent to adjudicate claims,[31] as well as which court is competent to hear any appeals.
- ***Recognition and Enforcement of Final Judgments.*** The final judgments of the competent court shall be recognised by other signatories to the 1963 Vienna Convention, except in limited circumstances: such as where the judgment was obtained by fraud, or where the judgment is "not in accord with fundamental standards of justice."[32]

The 1997 Vienna Convention and the 1997 CSC

Following the 1986 accident at the Chernobyl nuclear reactor, States recognised the need to strengthen the 1963 Vienna Convention, leading to the negotiation and entry into force of the 1997 Protocol to Amend the Vienna Convention.[33] Some of these amendments have already been discussed above. For example, the amended 1997 Vienna Convention provided for an increased minimum amount of liability of the operator of a nuclear installation.[34] It also provided for a broader scope and enhanced means for securing adequate and equitable compensation, such as by providing for a wider geographical scope,[35] a broader definition of "nuclear damage,"[36] and increased time limits for submission of loss of life or personal injury claims.[37]

States also agreed on the 1997 Convention on Supplementary Compensation, or 1997 CSC. The 1997 CSC established a minimum national compensation amount, and further increased the amount of compensation through public funds to be made available by the signatories to the 1997 CSC should the national amount be insufficient to

21 1963 Vienna Convention, at Article IV.

22 1963 Vienna Convention, at Article IV(3)(b).

23 1963 Vienna Convention, at Article V.

24 1997 Vienna Convention, at Article V(1).

25 1963 Vienna Convention, at Article VII.

26 1963 Vienna Convention, at Article VII(1).

27 1963 Vienna Convention, at Article VI.

28 1963 Vienna Convention, at Article XIII.

29 1963 Vienna Convention, at Article XI(1).

30 A nuclear incident could occur outside of the territory of the Installation State in a situation involving transport of nuclear material, provided that the state in which the incident occurred in is also a contracting party to the relevant convention. However, if the incident occurs outside the territory of any contracting party, or if the location of the nuclear incident cannot be determined with certainty, jurisdiction over actions lie with the courts of the Installation State of the operator liable.

31 The 1997 Vienna Convention, at Article XI(4), expressly states that "[t]he Contracting Party whose courts have jurisdiction shall ensure that only one of its courts shall have jurisdiction in relation to any one nuclear incident."

32 1963 Vienna Convention, at Article XII.

33 *See generally* International Atomic Energy Agency, Vienna Convention on Civil Liability for Nuclear Damage (last visited 20 October 2024).

34 1997 Vienna Convention (as amended by the 1997 Protocol to Amend the Vienna Convention), at Article V.

35 1997 Vienna Convention, Article I A(1).

36 1997 Vienna Convention, Articles 1(k).

37 1997 Vienna Convention, Article VI(1)(a).

compensate the damage caused by a nuclear incident.[38] The 1997 CSC is open to States that are party to either the Vienna Convention or the Paris Convention; it is also open to other States who are not parties to the Vienna or Paris Conventions, so long as their national legislation is consistent with the uniform rules on civil liability as set out in the Annex to the 1997 CSC.

Criticisms of the Nuclear Liability Conventions

This section sets out common criticisms of the nuclear liability conventions. It focuses on the status of the nuclear liability conventions and addresses common criticisms, such as the difficulties for victims arising from the lack of global accession or ratification of the conventions.

Status of the Nuclear Liability Conventions

A key criticism of the nuclear liability conventions is the lack of global ratification or accession to their terms.

Globally, as of the date of writing, only 67 States are party to at least one nuclear liability convention (including the Paris Convention and related instruments). The 1963 Vienna Convention has 46 parties, the 1997 Vienna Convention has 17 parties, and the 1997 CSC has 11 parties.

Annex 1 to this article sets out a list of the nuclear power States today and the nuclear liability conventions to which they are a party. Of the 32 States with at least one operational nuclear power reactor, 26 States have ratified or acceded to at least one nuclear liability convention. The remaining six States that have not acceded or ratified any nuclear liability convention account for about 22% (92) of operational power reactors worldwide. More than half of these are in Asia, primarily in China and South Korea.

Unfortunately, most States are not party to any nuclear liability convention. Even amongst the 67 States that are party to at least one nuclear liability convention, not all States have uniformly ratified or acceded to the same conventions. And, even amongst those 67 States, there are differing levels of compliance with the terms of the nuclear liability conventions.[39] The result is a "*patchwork of diverse legal regimes*,"[40] with discrepancies across the Convention and non-Convention States alike on matters such as the maximum and minimum amount of liability that operators can be liable for, and the categories of compensable "nuclear damage."

38 International Atomic Energy Agency, Convention on Supplementary Compensation for Nuclear Damage (last visited 20 October 2024).

39 *See* Jonathan Bellamy, Civil liability for nuclear damage in countries developing nuclear new build programmes, The Journal of World Energy Law & Business, Volume 12, Issue 1, March 2019, Pages 108–120. In relation to China, *see* Philip Andrews-Speed, The governance of nuclear power in China, The Journal of World Energy Law & Business, Volume 13, Issue 1, March 2020, Pages 23–46 ("[w]hilst this legal regime for nuclear liability appears to be consistent with international practice in general terms, it remains a patchwork lacking an authoritative legal basis and the Nuclear Safety Law has done little to improve the situation").

40 Anthony Thomas and Raphael J. Heffron, *Third Party Nuclear Liability: The Case of a Supplier in the United Kingdom*, EPRG Working Paper 1205 and Cambridge Working Paper in Economics 1207 (2012), 2.

The lack of widespread ratification of or accession to the nuclear liability conventions compounds the difficulties of resolving claims arising from nuclear damage.

The Current Mode of Dispute Resolution for Claims

The lack of widespread ratification of or accession to the nuclear liability conventions compounds the difficulties of resolving claims arising from nuclear damage. To illustrate some of these difficulties, the following is considered below:

a. a scenario where a nuclear incident occurs in a non-Convention State, and the victims are domiciled or resident outside of that State; and
b. a scenario where a nuclear incident occurs in a Convention State, but the victims are domiciled or resident in a non-Convention State.

In the first scenario where a nuclear incident occurs in a non-Convention State, and the victims are domiciled or resident outside of that State, these foreign victims will face significant difficulties in seeking compensation for their claims. This in fact happened after the 1986 Chernobyl accident, where there were many foreign victims.[41] However, the then-USSR was not a party to any of the nuclear liability conventions and refused to pay compensation to any foreign victims. Commentators note that if the USSR had been a party to the 1963 Vienna Convention, foreign victims may have had at least a chance to receive some compensation.[42] The only recourse that the foreign victims had was to sue the operator in their respective own (foreign) courts, but victims "*soon discovered that… recovery was uncertain and enforcement virtually impossible.*"[43]

In the second scenario where a nuclear incident occurs in a Convention State, but the victims are domiciled or resident in a non-Convention State, those victims should in principle be able to seek compensation from the operator in the national courts of the Convention State. However, foreign victims may decide not to do so if they consider national laws in their home State to be more beneficial to them. This was the case following the 2011 Fukushima disaster, where five Fukushima-related lawsuits were brought in US federal courts. As one commentator notes, "*[b]ecause there were no treaty relations in respect of nuclear liability between the United*

41 Nations directly affected by the radioactive waste released by the Chernobyl accident included Poland, Romania, Sweden, Great Britain, the Netherlands, Finland, Italy, Norway, Switzerland, and Hungary. *See* Victoria Riess Hartke, *The International Fallout from Chernobyl*, 5(2) Penn St. Int'l L. Rev. 8 (1987); Steven G. Kaplan, *Compensating Damage Arising from Global Nuclear Accidents: The Chernobyl Situation*, 10 Loy. L.A. Int'l & Comp. L. Rev. 241 (1988).

42 See V. Lamm, *The Protocol amending the 1963 Vienna Convention*, OECD Nuclear Energy Agency, Nuclear Law Bulletin No. 61 (2000).

43 Linda A. Malone, *The Chernobyl Accident: A Case Study in International Law Regulating State Responsibility for Transboundary Nuclear Pollution*, Faculty Publications 590 (1987).

Annex 1: Nuclear power States and liability conventions to which they are party (as of 31 December 2023)[1]

Country	Under construction	Operational	Suspended Operation	Shutdown	Planned	Conventions party to as of today[2]
Argentina	1	3				VC; RVC; CSC; (JP)
Armenia		1		1		VC
Bangladesh	2					N/A
Belarus		2				VC; RVC
Belgium		5		3		PC; BSC; (RPC); (RBSC); (JP)
Brazil	1	2				VC
Bulgaria		2		4		VC; JP
Canada		19		6		CSC
China	24	55			10	N/A
Taiwan, China[3]		2		4		N/A
Czech Republic		6				VC; JP; (CSC); (RPC)
Egypt	3				1	VC; JP
Finland		5			1	PC; BSC; JP; (RPC); (RBSC)
France	1	56		14		PC; BSC; JP; (RPC); (RBSC)
Germany				33		PC; BSC; JP; (RPC); (RBSC)
Hungary		4			2	VC; JP
India	8	19	4		4	CSC
Islamic Republic of Iran	1	1			2	N/A
Italy				4		PC; BSC; JP; (RPC); (RBSC)
Japan	2	12	21	27	9	CSC
Kazakhstan				1		VC, RVC
Republic of Korea	2	26		2		N/A
Lithuania				2		VC; RVC; JP; (CSC)
Mexico		2				VC
Kingdom of the Netherlands		1		1		PC; BSC; JP; (RPC); (RBSC)
Pakistan		6		1		N/A
Romania		2				VC; JP; RVC; CSC
Russia	3	37		10	18	VC
Slovakia	1	5		3		VC; JP
Slovenia		1				PC; BSC; JP; (RPC); (RBSC)
South Africa		2				N/A
Spain		7		3		PC; BSC; (RPC); RBSC; (VC); (JP)
Sweden		6		7		PC; BSC; JP; (RPC); (RBSC)
Switzerland		4		2		PC; RPC; BSC; RBSC; (JP)
Türkiye	4					PC; JP; (RPC)
Ukraine	2	15		4		VC; JP; (RVC); (CSC)
United Arab Emirates	1	3				RVC; JP; CSC
United Kingdom	2	9		36		PC; BSC; (RPC); (RBSC); (VC); (JP)
United States of America	1	93		41		CSC
Total	**59**	**413**	**25**	**209**	**47**	

PC = Paris Convention. **RPC** = 2004 Revised Paris Convention, not yet in force. **BSC** = Brussels Supplementary Convention. **RBSC** = 2004 Revised Brussels Supplementary Convention, not yet in force. **VC** = Vienna Convention. **RVC** = 1997 Revised Vienna Convention (in force 2003). **JP** = 1988 Joint Protocol. **CSC** = Convention on Supplementary Compensation for Nuclear Damage, in force from 15 April 2015. **()** = signed but not yet ratified. **N/A** = not party to any of the nuclear liability conventions.

1 Data regarding number of nuclear reactors is from International Atomic Energy Agency, Nuclear Power Reactors in the World (Reference Data Series No. 2) (2024).

2 Data regarding subscription to the conventions is from IAEA Fact Sheets, Int'l Atomic Energy Agency (2024).

3 The IAEA records the data for nuclear reactors in Taiwan separately from that in the People's Republic of China.

States of America and Japan at the time of the accident, US courts were under no obligation to defer to the jurisdiction of Japanese courts."[44] The plaintiffs were able to sue a variety of defendants (not just the operator), seek higher compensation, and seek compensation for a wider category of damages – all of which would not have been the case had they filed suit in Japan. The last two of the five US lawsuits were only dismissed in May 2021.[45]

Other Criticisms of the Procedural Aspects of Nuclear Liability Conventions

There are other criticisms of the procedural aspects of the nuclear liability conventions.

First, the competent court adjudicating such claims may not be perceived to be neutral.[46] Operators are typically State-owned (or State-linked) and, under the nuclear liability conventions, claims against them would typically be adjudicated by national State courts. State courts may be reluctant to rule against an operator that is linked economically to the State, especially where the State may be required to pay compensation if the operator is unable to. Foreign victims have legitimate concerns that they may be discriminated against in these circumstances. Moreover, the procedural "*channelling*" of claims to one court (typically in the Installation State) would create some inherent difficulties for foreign victims. Foreign victims may have to litigate in a foreign language; may find it difficult to seek legal aid or legal assistance in the Installation State; or may have to travel long distances to attend hearings.

Second, the nuclear liability conventions generally leave procedural questions to be determined by the national law of the competent court, which may not provide sufficient procedural protections for victims. For example, the nuclear liability conventions leave it to national law to determine the availability of mass claims, which would allow groups to represent certain interests (*e.g.* fishermen, farmers, communities) to bring claims. Mass claims are often critical for victims to litigate disputes arising from nuclear damage, as they allow large numbers of affected individuals or entities to pursue compensation efficiently and collectively. By consolidating claims, legal resources, and evidence, they reduce costs and streamline the process. Mass claims also strengthen the bargaining position of victims, and facilitate large-scale settlement or compensation efforts. If the national law of the competent court does not have a mass claims procedure readily available, victims may find it prohibitively costly and burdensome to bring individual claims. The nuclear liability conventions also leave it to national law to determine other issues, such as the costs of litigation, the availability of other funding mechanisms (such as third-party funding), and the speed of resolving disputes.[47]

[T]he nuclear liability conventions generally leave procedural questions to be determined by the national law of the competent court, which may not provide sufficient procedural protections for victims.

Why Should Parties Arbitrate Claims Arising From Nuclear Damage?

This article proposes that a different mode of resolving claims arising from nuclear damage should be adopted: namely, international arbitration. **Section IV(A)** below describes the advantages of arbitration over litigation, and **Section IV(B)** addresses some of the disadvantages of arbitration over litigation and how they can be overcome.

Advantages of Arbitration over Litigation

The idea of arbitrating disputes arising from nuclear damage is not a new or original one. Previous commentators have mooted it decades ago, before the 1997 Vienna Convention and 1997 CSC were signed.[48] There are also countless recent articles suggesting that parties should also arbitrate similar disputes arising from climate change, environmental damage, or natural disasters.[49]

The present article aims to propose a new way of thinking about dispute resolution for nuclear liability disputes, given the criticisms of the current system highlighted above. There are several advantages of arbitration over litigation:

- **Enforceability of Awards**. Arbitration ensures the recognition and enforcement of any award, in virtually all jurisdictions. The 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention") has 172 State parties, reflecting a near-universal acceptance of its terms. Thus, any arbitral award issued in a dispute arising from nuclear damage can and will likely be enforced in most jurisdictions. This is an advantage of arbitration over the litigation envisaged

44 Steven McIntosh, *Chapter 12: Nuclear Liability and Post-Fukushima Developments,* in International Atomic Energy Agency, *Nuclear Law: The Global Debate* (2022), 254.

45 Steven McIntosh, *Chapter 12: Nuclear Liability and Post-Fukushima Developments,* in International Atomic Energy Agency, *Nuclear Law: The Global Debate* (2022), 254.

46 Nathan Swartz, *The Impact of the Convention on Supplementary Compensation for Nuclear Damage*, 12 U. Pa. Asian L. Rev. 350 (2016); *see also* Duncan E. J. Currie, *The Problems and Gaps in the Nuclear Liability Conventions and an Analysis of How an Actual Claim Would Be Brought under the Current Existing Treaty Regime in the Event of a Nuclear Accident*, 35 DENV. J. INT'L L. & POL'Y 85, 85 (2006).

47 Duncan E. J. Currie, *The Problems and Gaps in the Nuclear Liability Conventions and an Analysis of How an Actual Claim Would Be Brought under the Current Existing Treaty Regime in the Event of a Nuclear Accident*, 35 DENV. J. INT'L L. & POL'Y 85, 99 (2006).

48 *See e.g.* Ann Voorhees Bilingsley, *Private Party Protection against Transnational Radiation Pollution through Compulsory Arbitration: A Proposal*, 14 Case W. Res. J. Int'l L. 339 (1982); *see also* Helmut J. Heiss, *Legal Protection Against Transboundary Radiation Pollution: A Treaty Proposal*, 4 Fordham Envtl. L. Rev. 167 (1993).

49 *See e.g.* Steve Finizio and Matteo Angelini, *Climate-Related Disputes and International Arbitration*, Global Arbitration Review.

under the nuclear liability conventions: while the nuclear liability conventions require States to mutually recognise and enforce the judgments from other Convention States,[50] this will not be applicable if: (a) the judgment is issued by a non-Convention State; or (b) enforcement of the judgment is sought in a non-Convention State.

- **Neutral Forum.** Arbitration is perceived as a more neutral forum compared to national court litigation, as parties can nominate arbitrators of a different nationality from the Installation State. In addition, parties can choose their own desired hearing venue or location (instead of travelling to a national court) or agree on a common language for the proceedings (instead of using a national language). This is an advantage of arbitration over litigation envisaged under the nuclear liability conventions, which currently require victims to litigate in national State courts — which, as explained above, may be perceived as a non-neutral forum.
- **Expertise.** Relatedly, because parties can nominate their own arbitrators, parties can also choose to have their disputes resolved by persons with specialised expertise. Nuclear damage-related disputes may encompass complex medical, scientific, financial, and accounting issues that may require specialist expertise and knowledge, particularly where issues of causation and calculation of damages are concerned. Arbitral institutions such as the PCA and the ICC maintain open databases of experts in different areas,[51] who can be nominated by the parties to sit as arbitrator. In contrast, most national laws do not permit parties to choose their own judges in court litigation.
- **Procedural flexibility.** A related benefit of arbitration is its relative procedural flexibility compared to court litigation. Parties can adopt arbitral rules that have been specifically designed for use in arbitrating claims arising from environmental damage or natural disasters, such as the Hague Rules on Business and Human Rights Arbitration (the "Hague Rules"),[52] or the PCA's Optional Rules for Arbitration of Disputes Relating to Natural Resources and/or the Environment (the "PCA Rules").[53] There are also the AAA's Mass Arbitration Supplementary Rules[54] and the JAMS Class Action Procedures,[55] which have been used in disputes arising from natural disasters in the United States. These rules – while not necessarily designed with nuclear damage in mind – have innovative features that may be useful in resolving disputes arising from nuclear damage.

50 The Vienna Convention also provides for the recognition and enforcement of final judgments relating to claims for nuclear damage, in all Contracting Parties. *See* 1963 and 1997 Vienna Conventions, at Article XII.

51 Steve Finizio and Matteo Angelini, *Climate-Related Disputes and International Arbitration*, Global Arbitration Review.

52 *Hague Rules on Business and Human Rights Arbitration* (the "Hague Rules").

53 *PCA's Optional Rules for Arbitration of Disputes Relating to Natural Resources and / or the Environment* (the "PCA Rules").

54 *AAA's Mass Arbitration Supplementary Rules*.

55 *JAMS Class Action Procedures*.

A related benefit of arbitration is its relative procedural flexibility compared to court litigation. Parties can adopt arbitral rules that have been specifically designed for use in arbitrating claims arising from environmental damage or natural disasters.

For example, the Hague Rules:

a. contain specific provisions addressing mass claims;[56]
b. permit the tribunal to invite non-parties (such as non-governmental organisations) to participate in the dispute;[57]
c. require the tribunal to give due regard to the urgency of addressing human rights impacts;[58]
d. permit third-party funding, which can address imbalances of resources between the Parties;[59] and
e. encourage the settlement of disputes, such as through mediation, conciliation, or negotiation.[60]

Such rules may be preferable to litigation if national procedural laws do not have similar mechanisms. In the future, and assuming states and/or operators adopt arbitration as the primary mode of resolving such disputes, tailored "nuclear arbitration rules" can be proposed, incorporating elements such as mass claims and specialised tribunals.

- **Speed and Timeliness.** Given the irreversible and urgent nature of nuclear damage, speed and timeliness are critical to resolving such disputes. Arbitration — compared to litigation — can be a more predictable and structured process, provided certain measures are adopted. As one commentator noted, "*[s]everal features that form part of institutional arbitral rules, such as expedited procedure, early dismissal, emergency arbitration, interim and conservatory measures, and escalating dispute resolution mechanisms, facilitate the timely resolution of such disputes*."[61] Other mechanisms that can be deployed to increase the speed and timeliness of arbitral processes could be the establishment of a specialised arbitral institution or specialised panels for nuclear disputes, and integrating technological tools for managing evidence and facilitating remote proceedings. Compared to national court litigation, which may find it difficult to adapt these features in a short span of time, leading arbitral institutions such as the PCA and the ICC have indicated their

56 Hague Rules, at Article 19.

57 Hague Rules, at Article 28.

58 Hague Rules, at Article 18(1).

59 Hague Rules, at Article 55.

60 Hague Rules, at Preamble paragraph 4, and Article 56.

61 Yue-Zhen Li, *What Role Does Dispute Resolution Have in Tackling Climate Change?*, The American Review of International Arbitration (September 28, 2023).

willingness to administer large-scale mass claim disputes in a speedy and timely manner.[62]

Moreover, arbitral awards are intended to be final and there are no appeals permitted from an award. This contrasts with most national court systems, which permit appeals. Some court systems may also not be able to issue a timely judgment, especially if the court system is overwhelmed by claims arising from the same nuclear incident.

Disadvantages of Arbitration over Litigation

The author nevertheless acknowledges that there are disadvantages over litigation, but that these can be overcome.

The first to consider is confidentiality. Arbitral proceedings are known to be private and confidential, which may be considered inappropriate for resolving disputes arising from nuclear damage. There is a clear public interest in maintaining transparency in such proceedings, and in establishing legal precedents in a relatively undeveloped area of law (*e.g.* in establishing standards for compensation). This, however, is not an insurmountable hurdle. Confidentiality can be waived in arbitration: for example, parties can choose to adopt the Hague Rules, which allows parties or the tribunal to adopt procedures that ensure transparency in proceedings, including the publication of certain documents[63] and public hearings.[64] And, even if parties choose not to waive confidentiality, that is not necessarily a disadvantage. Confidentiality ensures that the proceedings would not be exacerbated by negative media coverage, which in turn would increase the likelihood of reaching settlement. A notable precedent in this regard is the work of the "*Dispute Resolution Centre for Nuclear Damage Compensation*" (the "DRC") established in the wake of the 2011 Fukushima accident, which — as explained in more detail below — was seen as a "*mini-arbitration*" process.[65] The DRC did not choose to make all its decisions public; instead, it published settlement agreements or recommended terms of settlement with the consent of the parties, and has published a small number of recommended terms online.[66]

Another potential disadvantage is costs. Costs are "*routinely identified as the worst feature of arbitration*."[67] However, the consensual nature of arbitration means that parties can agree on procedures that will alleviate some of the costs concerns. For example, where the rules permit mass claims to be brought,[68] this can allow the costs to be borne by a larger group of claimants. The applicable rules may also permit third-party funding,[69] which will allow claimants to have more funds for the proceedings. Finally, the applicable rules may expressly impose a broad mandate on the tribunal to ensure that there is a level playing ground between parties in an arbitration. For example, the Hague Rules provide that, "*[w]here a party faces barriers to access to remedy… the arbitral tribunal shall… ensure that such party is given an effective opportunity to present its case in fair and efficient proceedings*."[70]

A Proposal to Introduce Arbitration as the Primary Mode of Dispute Resolution in Nuclear Damage Disputes

The most significant disadvantage of arbitration compared to litigation, however, is the fact that arbitration requires consent. This section addresses this issue and argues that there are two ways to introduce arbitration as the primary mode of dispute resolution in disputes arising from nuclear damage. The first is for *States* to recognise the advantages of arbitration over litigation in such cases, and to support the arbitration of disputes arising from nuclear damage by establishing an *ad hoc* dispute resolution body for that purpose. The second is for *operators* to recognise these advantages, and to agree with claimants to arbitrate such disputes. As noted in Section I above, the purpose of this article is to prompt a conversation as to the potential advantages of arbitration over litigation in such disputes; it is acknowledged, however, that incentivising States and operators to arbitrate such disputes will require a far more in-depth and nuanced discussion.

Arbitration As the Primary Mode of Dispute Resolution Through National Law

The first proposal is for States to expressly provide, under national law, that disputes arising from nuclear damage should be arbitrated. States can support this by establishing an *ad hoc* dispute resolution body to resolve claims against an operator arising from a specific nuclear incident.

A similar approach was taken following the 2011 Fukushima accident in Japan. Where TEPCO (the Fukushima plant's operator) could not reach agreement with claimants on compensation, claimants could refer the dispute to mediation via the specially established DRC. The DRC appointed mediators to individual cases, and mediators could either

62 This was indicated by the PCA's support for the Hague Rules (which expressly provides for many of these time-saving mechanisms), as well as the ICC's acknowledgement that mass disaster disputes need to be appropriately managed with time and cost management techniques: *see* International Chamber of Commerce Commission on Arbitration and ADR, Resolving Climate Change Related Disputes through Arbitration and ADR, November 2019, para. 5.58.

63 Hague Rules, at Article 40.

64 Hague Rules, at Article 41.

65 Eric A. Feldman, *No Alternative: Resolving Disputes Japanese Style, in Dispute Resolution—Alternatives to Formalization, Formalization of Alternatives* (Moritz Bälz & Joachim Zekoll eds., Brill 2014), U of Penn Law School, Public Law Research Paper No. 15-9.

66 Juel Rheuben and Luke Nottage, Resolving Claims from the Fukushima Nuclear Disaster, Japanese Law and the Asia-Pacific January 2015.

67 Iris Ng, Beyond Litigation: Narrative, Place, and the Roles of ADR in Climate Change Disputes, Hong Kong International Arbitration Centre 22 September 2021.

68 *See e.g.* Hague Rules, at Article 19.

69 *See e.g.* Hague Rules, at Article 55.

70 Hague Rules, at Article 5(2).

guide parties to a settlement or issue recommended terms of settlement where no agreement was reached. TEPCO announced, in November 2011, that it would abide by settlement proposals made by the DRC's mediators.[71] The Deputy Chief of the DRC's Secretariat described the DRC's mediation proceedings as a "*mini-arbitration aiming at giving the mediator's non-binding ruling, rather than mediation seeking compromise and agreement among parties.*"[72] The DRC was effective in addressing a large number of claims, and in correspondingly reducing the number of claimants seeking compensation in the courts. One commentator notes that "*[a]s at 2 August 2013, the Dispute Resolution Centre had received 7313 applications for mediation, of which it had guided parties to reach settlement in 4239*"; conversely, there were few claims brought by way of civil action against the operator, likely due to the "ease and low cost of [DRC] proceedings."[73]

The DRC demonstrates how, following a nuclear incident, a State may establish an *ad hoc* dispute resolution body which can address and resolve claims against the operator. While the DRC did so through mediation, there are also other precedents where States have expressly established *ad hoc* bodies to arbitrate claims following an incident causing large-scale loss and damage. As the ICC observed in a recent report:

"*[A]d hoc standing dispute resolution bodies are well known in international dispute resolution. Examples include:*

i. *the Iran-US Claims Tribunal;*
ii. *the Claims Resolution Tribunal for Holocaust Victim Asset Litigation,*
iii. *ad hoc standing dispute resolution bodies established to deal with environmental disasters, such as the Deepwater Horizon oil spill in the Gulf of Mexico; and*
iv. *the International Oil Pollution Compensation Funds maintained by an intergovernmental organisation that provides compensation for oil pollution damage resulting from spills from oil tankers.*"[74]

Arbitration As the Primary Mode of Dispute Resolution Through Agreement

The second proposal is for operators to submit to arbitration. The ICC's recent 2019 report on "*Resolving Climate Change Related Disputes through Arbitration and ADR*" (the "ICC Report") termed this as a "*submission agreement*": where parties enter into an arbitration agreement only after a dispute has arisen or crystallised. The ICC recognised that submission agreements are "*rare, but not unprecedented*."[75] The most notable example of a submission agreement is the Bangladesh Factory Accord, where about 200 apparel brands, retailers and importers agreed with trade unions to protect labour rights and to resolve disputes via arbitration.

As a commentator noted, there is some cause for optimism that operators will submit to arbitration in the event of a nuclear incident. There are several benefits to operators in doing so, including:

1. "*prevention of multiple proceedings by agreeing to arbitrate with claimants collectively,*
2. *risk minimisation by opting for the 'known quantity' of international arbitration, and*
3. *reputational benefits from coming across as reasonable corporate citizens ready to shoulder responsibility if held liable.*"[76]

There are also benefits for victims as well: enforceability of awards, neutrality, procedural flexibility, and speedier decisions, are all advantages of arbitration for victims. The class of victims who would benefit most from an agreement to arbitrate claims would be foreign victims who would otherwise face procedural hurdles in accessing national courts.

Conclusion

As the world embraces nuclear power — and new nuclear installations — at a rate and volume greater than before, it is important to ensure a robust system in place for addressing civil liability arising from nuclear damage. Unfortunately, even decades after the 1997 Vienna Convention and 1997 CSC were first signed, there is still no widespread acceptance of the nuclear liability conventions. Nor are there any procedural safeguards to ensure that national law and national courts address disputes arising from nuclear damage in a neutral, effective, and timely manner.

In these circumstances, widespread acceptance of arbitration as an alternative mode of dispute resolution would provide a much-needed alternative recourse for potential victims in the wake of a nuclear incident. Arbitral rules, such as the Hague Rules and the PCA Rules, already provide a procedural framework that is particularly suited for arbitrating disputes arising from nuclear damage. The benefits of arbitration over litigation benefit both operators and victims, and both States and operators should strongly consider arbitration as a more appropriate mode of dispute resolution.

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71 Joel Rheuben and Luke Nottage, Resolving Claims from the Fukushima Nuclear Disaster, Japanese Law and the Asia-Pacific (26 Jan, 2015).

72 Eric A. Feldman, *No Alternative: Resolving Disputes Japanese Style, in Dispute Resolution—Alternatives to Formalization, Formalization of Alternatives* (Moritz Bälz & Joachim Zekoll eds., Brill 2014), U of Penn Law School, Public Law Research Paper No. 15-9.

73 Joel Rheuben and Luke Nottage, *Resolving Claims from the Fukushima Nuclear Disaster*, Japanese Law and the Asia-Pacific (26 Jan, 2015).

74 International Chamber of Commerce Commission on Arbitration and ADR, Resolving Climate Change Related Disputes through Arbitration and ADR November 2019, para. 5.52.

75 International Chamber of Commerce Commission on Arbitration and ADR, Resolving Climate Change Related Disputes through Arbitration and ADR November 2019, para. 2.6.

76 Iris Ng, Beyond Litigation: Narrative, Place, and the Roles of ADR in Climate Change Disputes, Hong Kong International Arbitration Centre 22 September 2021.

Accelerating Action: ArbitralWomen's Campaign for International Women's Day

In celebration of International Women's Day 2025 ("IWD 2025"), ArbitralWomen launched a bold and engaging campaign designed to recognise the contributions of women in international arbitration while advancing the call for gender equality across the field. Under the theme "Accelerate Action," the campaign focused on storytelling, advocacy, and actionable commitments that aimed to energise and mobilise the global arbitration community towards greater inclusivity.

The campaign unfolded through three interconnected components, each offering a different lens through which to view ArbitralWomen members' progress in arbitration, while emphasising the importance of collective responsibility and long-term change.

The first component of the campaign was a short video series entitled "*Women Who Accelerate Action.*" This series featured a selection of ArbitralWomen members from diverse jurisdictions, each sharing their personal stories, professional milestones, and the ways in which they are driving gender equality in their respective contexts. The videos featured: **Rina See**, Barrister, Bankside Chambers, Dr **Aline Tanielan**, Partner, Eptalex, **Sitpah Selvaratnam**, Arbitrator, **Priyanka Shetty**, Partner, AZB & Partners, **Sara Koleilat-Aranjo**, Partner, Morgan Lewis, and **Eliana Baraldi**, Partner, Baraldi Advogados. The videos were structured around key themes: the individual's personal journey in arbitration, the actions they are taking to promote diversity, their reflections on what "*Accelerate Action*" means in the context of IWD 2025, and their advice for the next generation of women in arbitration.

The second part of the campaign, titled "*Challenge to Accelerate*," had ArbitralWomen Board members and Advisory Committee members publicly make personal and professional pledges for 2025 that contribute to gender equality in arbitration. These pledges ranged from mentoring emerging female professionals to advocating for gender-balanced panels in arbitration proceedings. Each Board member's commitment was shared on social media. This initiative transformed awareness into action, urging others in the field to adopt similar commitments and fostering an environment where gender equity becomes part of the everyday professional ethos.

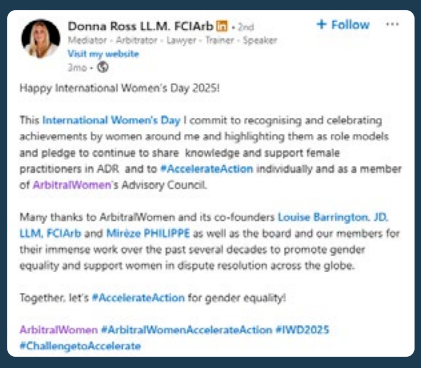
The third and final component of the campaign focused on the rising stars of the arbitration world. Under the banner "*Future Faces of Arbitration*," ArbitralWomen focused on members who are shaping the future of the profession: **Charlotte Matthews**, Hanefeld, **Jayashree Parihar**, PSL Advocates & Solicitors, **Shreya Ramesh**, Latham & Watkins, **Alessa Pang**, WongPartnership LLP,

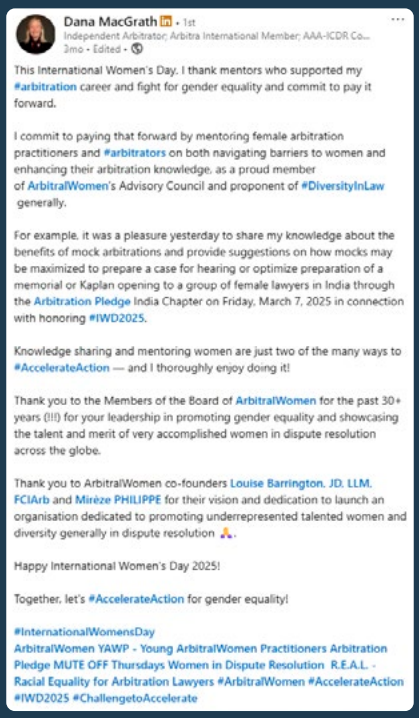
Tiffany Chan, Wilmer Hale, **Sunita Advani**, Arbitral assistant to Michael Lee of Twenty Essex, **Ana Coimbra Trigo**, PLMJ Law Firm, and **Ilham Kabbouri**, Vinson & Elkins RLLP. These profiles highlighted personal achievements, professional goals, and the specific steps these members are taking to advance gender equality in their work. Whether through mentorship, advocacy, or innovative legal practice, these young practitioners exemplify what it means to lead with purpose and drive meaningful change. Their voices offer a global perspective, reflecting the diverse paths into arbitration and the universal relevance of gender equity.

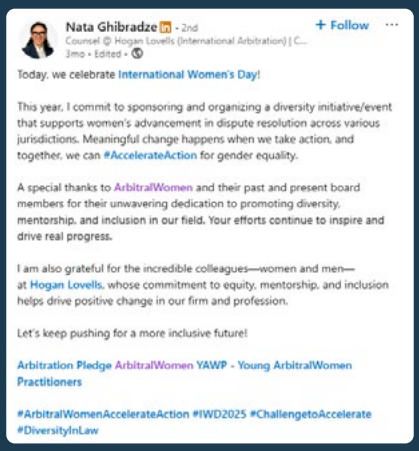
Together, these three campaign strands formed a comprehensive effort to not only celebrate the accomplishments of women in arbitration but also push for concrete change. ArbitralWomen's IWD 2025 campaign was not just a tribute — it was a call to arms. It reminds the international arbitration community that **progress requires more than intention; it demands action, accountability, and the sustained effort of everyone involved**.

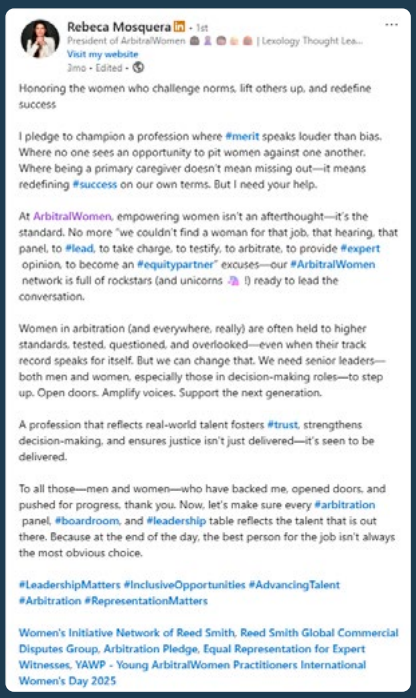
ArbitralWomen invites all members of the arbitration community to engage with the content, share their own stories, and commit to tangible steps that will drive gender equality forward. The message is clear: when we accelerate action together, we move closer to a more just and inclusive future.

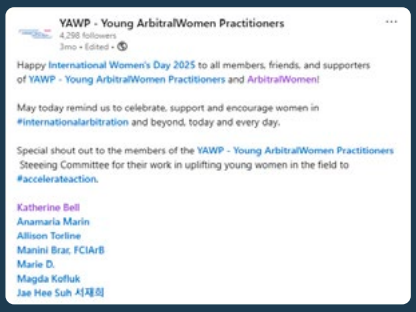
Submitted by Elena Guillet, Associate, Vinson & Elkins LLP and ArbitralWomen Board member

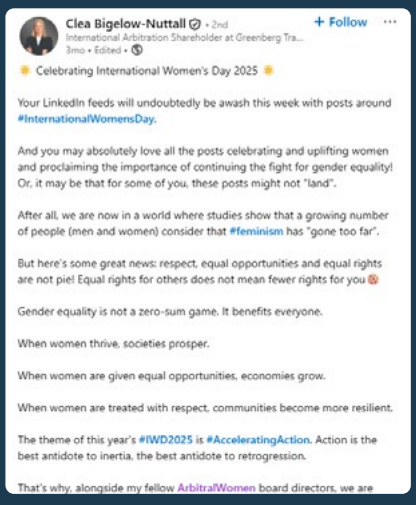












VIAC & ArbitralWomen – Another Step Forward for Diversity in Arbitration

We are proud to share that during this year's ***Vienna Arbitration Days***, VIAC and ArbitralWomen officially signed a Memorandum of Understanding to promote diversity, inclusion, and collaboration in international arbitration.

The MoU was signed by **Niamh Leinwather**, Secretary General of VIAC, and **Katherine Bell**, Vice President of ArbitralWomen. We were also pleased to have **Nata Ghibradze**, Secretary of ArbitralWomen in attendance, whose presence further underscored the importance of this new partnership.

This agreement marks a meaningful step in strengthening ties between our organisations and advancing shared goals in the arbitration community. We look forward to the opportunities this collaboration will bring!

Left to right: ArbitralWomen Executive Committee members Katherine Bell and Nata Ghibrandze, and ArbitralWomen Board member Niamh Leinwather

ArbitralWomen's first collaboration with Africa in the Moot

'Africa in the Moot' ("AITM") supports promising students from the African continent to advance their careers in arbitration. Its stated mission is to unlock the potential of international commercial arbitration in Africa, empower future African lawyers, and promote diversity and equal representation in international arbitration. AITM was founded in 2021 by **Stephen Fleischer**, Executive Director of The Fleischer Foundation, and Tijmen **Klein Bronsvoort**, Partner at De Brauw Blackstone Westbroek, Amsterdam. Working with over 40 volunteers from around the globe, AITM support teams to participate in the Willem C. Vis International Commercial Arbitration Moot in Vienna and Willem C. Vis East International Commercial Arbitration Moot in Hong Kong. They have expanded their programme over the last few years, and in 2025 they worked together with approximately 20 universities from 16 jurisdictions. So far, AITM has supported 64 teams benefitting over 400 students. The programme has been recognised by GAR (Best Innovation), the Africa Arbitration Awards (Innovation in Arbitration Award), and the Africa Arbitration Conference (DEI Champion, Innovation in Arbitration, Institution of the Year).

As part of the programme, AITM hosted the 4th East Africa Pre-Moot & Arbitration Conference ("Conference") in Nairobi. It ran from Monday, 17 February to Friday, 21 February 2025. Part of this Conference was aimed at practitioners, academics and team coaches (both local and international attendees). Whilst ArbitralWomen has in recent years sponsored many teams participating in AITM by paying their registration fees to compete at the Vis Moots, this is the first direct collaboration with AITM at their Nairobi conference. We were approached by coaches and teams who expressed their fulsome appreciation to ArbitralWomen for enabling them to compete at the Vis Moots.

AW hosted a speed networking and diversity toolkit half-day session on 19 February 2025 during the Conference. The morning started with a hearty networking breakfast. This was followed by **Niamh Leinwather** leading the successful speed networking event with over 20 women practitioners and coaches. When it came to the diversity toolkit session led by **Mary Thomson** and **Rekha Rangachari**, the ladies were joined by more practitioners, both men and women, which brought the numbers to 33, exceeding all expectations. The many accolades included "*Our appreciation for the insightful training on diversity toolkit. We are indeed better for it*" (**Evelyne Kimani**, Business Development & Marketing Manager CIArb Kenya Branch).

It is anticipated that ArbitralWomen will enter into a Memorandum of Understanding with AITM to continue future collaborations. ArbitralWomen has gained valuable experience from participating in the event in Nairobi and getting a sense of the work that needs to be done. It has provided ArbitralWomen with the opportunity to establish contacts and build relationships in Africa. This first connection with AITM in Nairobi will also give ArbitralWomen a better idea of the contents and focus of the Memorandum of Understanding and further initiatives moving forward.

Submitted by Mary Thomson, Independent Arbitrator and Mediator, Pacific Chambers Hong Kong, 36 Stone London & Singapore and Board Member of ArbitralWomen

Mooting News

Report to ArbitralWomen on the Vis Moot from the Federal University of Rio Grande do Sul Team 2025

The UFRGS Vis Moot Team

The UFRGS Arbitration Team, representing the Federal University of Rio Grande do Sul, is delighted to say that the 32nd Willem C. Vis Moot was a tremendous success. Not only in academic terms — as the team reached a historic result by advancing to the Round of 32 among nearly 400 participating universities and receiving an Honourable Mention for our Respondent Memorandum in the Werner Melis Award — but also as an invaluable experience of teamwork, growth, and professional exchange.

Our team has participated in the Vis Moot 26 times, being the first ever Latin American team to participate in the competition under the guidance of Professor Vera Fradera. That is why we are even more honored to announce this brilliant result.

The Vis Moot is not merely a competition; it is a vibrant academic and cultural encounter. This is made clear from the very start, during the opening ceremony, where it becomes evident that the event is far more than a tournament of individual merits. It is a celebration of the global arbitration community and of the UN convention on Contracts for the International Sale of Goods and uniform international commercial law. Built upon the collaboration and dedication of students, professors, and practitioners, the Vis Moot fosters a spirit of shared purpose in advancing the legal frameworks that enable cross-border commerce.

Throughout the competition, we had the privilege of pleading as Claimant against the University of Chicago and the University of St. Gallen, and as Respondent against the University of Florence and the Guangdong University of Foreign Studies. Each of these rounds was enriching and intellectually stimulating. We are especially grateful for the respectful, high-level exchanges we had with our peers and arbitrators, many of whom we now proudly call our friends.

This achievement would not have been possible without the support of generous partners like ArbitralWomen, whose commitment to academic excellence and professional development allowed us to participate fully in this transformative experience. Your support helped us go beyond borders — both literal and intellectual — and represent our university and country at the highest level.

We thank you deeply and hope to continue this partnership in the years to come.

Warm regards,
UFRGS Arbitration Team

Report to ArbitralWomen on the Vis Moot from the University of Malawi Team 2025

On the 10th of April we departed from the University of Malawi heading on the long journey to Vienna. The team, originally comprising of 6 students and coaches, was represented by two students, Michael Mwaluka and myself, Chisomo Grace Thabwa. We travelled without a coach, leaning on bonds of friendship with other mooties with whom we were able to coordinate and make our way to the rounds and pleadings. This report provides an overview of the trip and highlights the key experiences and takeaways.

Activities and Events

As soon as we arrived on Friday we left the airport with two of the girls from Addis Ababa and Erin Cronje. We spent the first day finding our accommodation, getting settled and figuring out Vienna's sophisticated transport system. Once that was sorted we went to the Juridicum to see the venue where most of us would be pleading.

We went to our accommodation and prepared for the opening ceremony, a phenomenal display of the connection and the bonding that happens at the Vis moot. We met people from far and wide, people of different cultures and professional stature. Then from there we went off to get dinner and rest for the first day of our pleadings.

On Saturday the 12th we headed to the first of four general rounds at the offices of Baker McKenzie. After which we grabbed dinner and went back to rest and prepare for the next day. Sunday, Monday and Tuesday were essentially the same schedule; we prepped, rested, pleaded and repeated. On Tuesday after our final pleading we rushed over to the announcements as we had the last set of rounds between 1600 and 1700.

We caught a tram ride with several other African teams from Kenya, Ethiopia and South Africa. Upon arrival we sat anxiously waiting to hear the results of who made it to the round of 64. It was exhilarating to see people gathered for one purpose. The excitement and anticipation in the room was almost overwhelming. Unfortunately, we anticipated to no end as we did not make it to the 64.

From there that marked the end of the competition for us but by no means did the Vis journey come to an end. The biggest lessons and the greatest experience came after.

Reflections and Take Aways

We went into the competition to compete but quickly learnt that it is more than just a competition. The Vis is community is about intercontinental and intercultural bonding. There is a spirit of unity that transcends. Where we learn to unite in the learning process, the activities outside the competition, meeting new people,

The University of Malawi Vis Moot Team

learning to pronounce names or new people and places in a foreign tongue.

The Vis echoes excellence. It is a place where one meets outstanding people, people we would otherwise never have gotten to meet. We had the privilege of presenting before Professor **Emilia Onyema**, sharing a lift with **Louise Barrington**, inspirational women with whom we would have never been able to rub shoulders but for this unique opportunity. An opportunity that ArbitralWomen made possible.

The beauty of the Vis moot experience is that with each round there was constructive criticism from which we built up and became better, by the time we finished the 7-month journey and our final pleading there was a tangible difference from where we started and where we ended up on the final day. The work that ArbitralWomen undertakes in opening these doors for us builds inspiration in the next generation of arbitrators. Especially when it comes to putting Africa in the moot. It sparks a new generation of aspiring arbitrators. This contributes to the growth of ADR as a dispute resolution body in the African context where it is still emerging. A keen example is Malawi, where the field of arbitration is still in its infancy. One of the biggest takeaways from the Vis moot experience is the ability to see how we can be a part of the growth and development of arbitration in Malawi.

We further learnt the art of networking. Building connection is a spider's skill, it's about linking people with different cultural, religious and national backgrounds. The ability to find common ground even and especially in the midst of such a diverse grouping of people. The first point is to talk about the moot and Vienna or even the weather. It takes a further layer of skill and precision to learn to actually build unforgettable bonds of friendship. The web of networks built at the Vis is complex and impermeable. We are eternally grateful for the development of this skill to build life long bond of professional and personal friendships. We are even more grateful for the support rendered by ArbitralWomen which enhances the opportunity for young women of diverse backgrounds to become a part of this unique community.

There are a million and one ways to build an empire but the greatest ones are built off of the backs of women who lift up other women. The Vis gave me a voice, institutions like ArbitralWomen and Africa in the Moot aid in emancipating young African voices and creating inclusivity for young, black African aspiring lawyers, arbitrators and authors.

Conclusion and Salutation

Summing up this mammoth experience into the very few pages of this report has proven a difficult task. There is a lot of growth and development that occurred from the time we first graced our eyes upon the case file of the Vis question up until we made our final point of rebuttal before the distinguished panel. A larger part of the experience was drawn upon actively being in the Vis and competing with universities from the world over. This experience could not have happened without the aid of ArbitralWomen and the support rendered. We are excited to pass on the tradition and lift up the next generation of vis mooties, creating opportunity for others to learn and thrive in the same way we did.

Quote: "*There is a level of greatness that can only be achieved when women come together for a united purpose.*"

Report to ArbitralWomen on the Vis Moot from the National Law College, Tribhuvan University Team 2025

Maya Angelou once said, "*Ask for what you want and be prepared for it.*" This quote has guided us throughout our journey to the Vis Moot 2025 in Vienna. Our journey to the 2025 Willem C. Vis International Commercial Arbitration Moot was one of perseverance, learning, and meaningful connections. When ArbitralWomen first believed in us, it changed everything. That initial 'yes' opened doors we couldn't have knocked down alone.

Through all the visa anxieties and logistical scrambles, we held onto that first show of faith, and it carried us all the way to Vienna.

The National Law College, Tribhuvan University Vis Moot Team with ArbitralWomen Executive Committee member Louise Barrington and Susan Wintermuth

Despite not having an official coach, we were fortunate to receive generous guidance from Professor Susane Gale Wintermuth. She selflessly devoted time to online sessions with us and helped us transform our arguments, an especially crucial contribution given that we were unable to participate in any pre-moots.

On the very day we landed, we rushed to attend the opening ceremony. The limited space prevented us from entering but it led to a silver lining, we connected with fellow mooties from across the world and formed meaningful friendships. A scheduling glitch almost cut our rounds short, but the VIS teams' quick fix ensured we got every opportunity we'd prepared for.

We vividly remember our first round at 8:30 AM — rushing nearly 1.5 hours from our accomodation to the Juridicum, feeling nervous yet excited. The oral rounds were rich with feedback from prestigious arbitrators who helped us reflect on our pleading style and understanding of CISG and international commercial arbitration. Though we did not advance to further rounds , we learned immensely . We pleaded with the best teams around the globe. This experience allowed us to build invaluable connections with legal professionals and students from around the world.

Unlike most teams with 4–6 members and a coach, we were a team of three navigating every detail ourselves. Witnessing teams with coaches and structured training demonstrated the transformative power of institutional support. This insight now drives our mission to cultivate such resources in Nepal.

A special highlight was meeting the esteemed **Louise Barrington**, with whom we shared our vision to involve students from outside the Kathmandu Valley in future VIS capacity-building efforts in Nepal.

We return inspired and grateful. We will forever carry with us the values of inclusion and empowerment that ArbitralWomen champions. Thank you for making this possible.

Warm regards,

Subanee Dhakal, Sadikshya Aryal and Swastik Pandey

Vis West team (National Law College, Tribhuvan University).

Report to ArbitralWomen on the Vis Moot from the Mzumbe University Team 2025

The Mzumbe University Vis Moot Team

The Willem C. Vis International Commercial Arbitration Moot stands as a premier global competition for law students, renowned for its role in cultivating a deep understanding and practical application of international commercial law and arbitration. This prestigious event centres around a hypothetical dispute arising from an international contract for the sale of goods, governed by the United Nations Convention on Contracts for the International Sale of Goods, with arbitration proceedings conducted under the UNCITRAL Model Law. The Moot attracts participants from a vast array of countries, highlighting its truly international character, as evidenced by the involvement of students from 88 nations in the 30th edition. In this dynamic arena, Mzumbe University proudly participated in the 32nd Willem C. Vis Moot, held in Vienna, Austria, from April 11th to 17th, 2025.

The 2024/2025 team marked the fourth occasion that Mzumbe University has engaged with this esteemed competition. This report aims to provide a comprehensive overview of the team's experiences, with a particular focus on their social interactions and the development of their pleading skills, while also acknowledging the crucial support received from various stakeholders.

The Mzumbe University Vis Moot Team for the 2024/2025 academic year comprised six dedicated law students, each demonstrating a strong commitment to exploring the intricacies of Alternative Dispute Resolution ("ADR"). The team members were Abubakari Gembe, Neema Amon, Aichi Mvungi, Lorraine Oloo, Geremana Sweke, and Latifa Njaa. These students shared a common aspiration that their participation in the Vis Moot would significantly enhance their understanding and passion for the field of ADR. This varied perspective could have contributed different viewpoints and approaches to the complex legal issues presented in the Vis Moot problem. Guiding these students through the demanding preparation process was a team of dedicated coaches who brought a wealth of knowledge and experience. The coaching team con-

sisted of Mees Vermeij, Sophia George Kavishe, Malewo Chiwanga, Conradus Kakoko, and Fortunate Kirabo. Each coach contributed unique expertise to the team's development.

The Preparation

The preparation for the Vis Moot is known to be intensive, involving extensive research, the drafting of complex legal memoranda, and rigorous practice sessions for the oral arguments. The Mzumbe University Vis Moot team approached the competition with rigorous preparation, particularly in crafting their written submissions, where their Claimant Memorandum was honed with such precision and insight that it stood as a strong contender for the prestigious Karl Heinz Bockstiegel Award, a testament to their dedication to mastering the intricacies of international arbitration. This commitment to excellence extended to their oral advocacy, with countless hours spent in internal practice sessions and engaging in challenging pre-moots with other universities, ensuring they were thoroughly equipped to present compelling arguments in the dynamic environment of the Vienna rounds.

Experience in Vienna

The Willem C. Vis Moot is not solely an academic exercise; it also offers unparalleled social and networking opportunities, allowing students to forge connections with future colleagues and establish friendships with individuals from diverse backgrounds across the globe. Throughout the competition week in Vienna, a multitude of social events and gatherings take place. These include welcome parties, informal "moot bar" gatherings, academic conferences, and formal receptions hosted by various organisations and prominent law firms. These events provided a platform for students to engage with seasoned arbitration practitioners and distinguished academics, fostering insightful discussions about the intricacies of arbitration at all levels of experience.

Oral Pleadings

A central component of the Willem C. Vis Moot is the oral argument phase, where students have the opportunity to hone their advocacy skills on an international stage. The schedule for the 32nd Vis Moot indicates that Mzumbe University participated in several oral rounds. Their scheduled hearings included a round against the University of Lapland on Saturday, April 12th, 2025 , a hearing against the University of Zimbabwe on Sunday, April 13th, 2025 , a hearing against University of Hanover on Monday, April 14th, 2025 and a final round against the University of Miami on Tuesday, April 15th, 2025.

Other events

The team has further participated in other social events like Culture night at the Aux Gazelle hosted by MAA, and Meet and Connect at Pikowitz and Partner with ArbitralWomen, and Africa in the Moot and all African teams who attend Vienna Vis Moot Competition!

Thank you

We thank everyone who made it possible for the team to travel to make it from the beginning to the end of the journey. We give heartfelt thank you to the Coaches for their hardwork and input that they have assisted us to understand International Commercial Arbitration and have a wonderful experience that we have received in the journey!

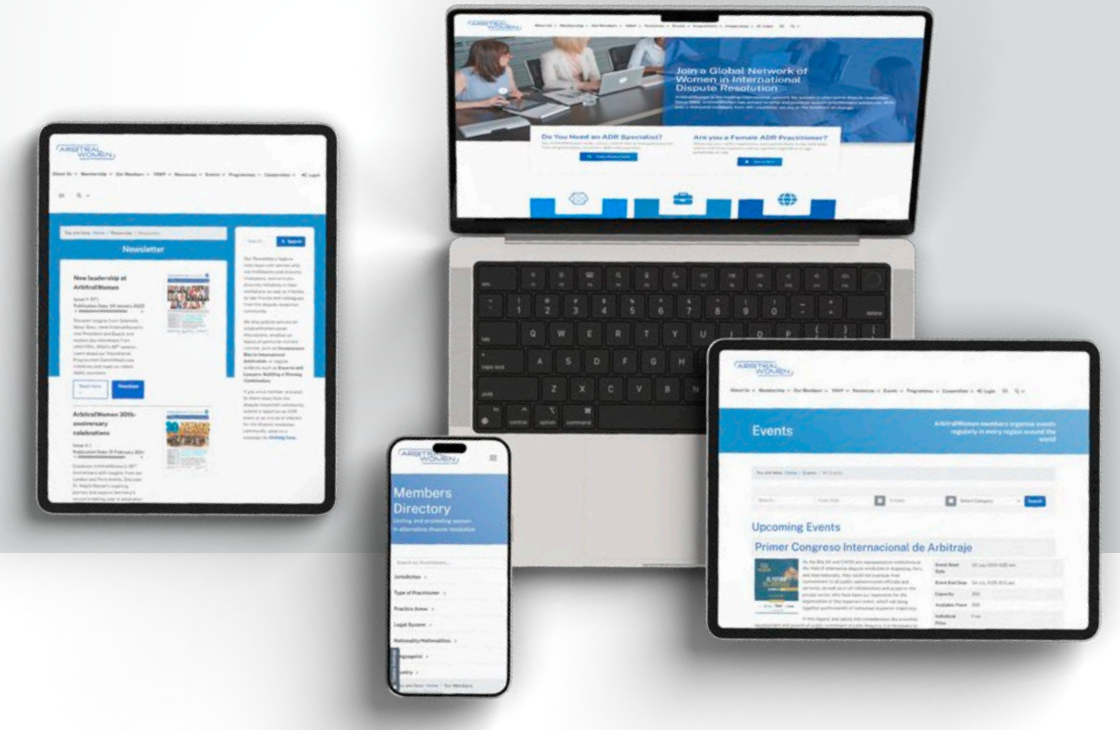
A heartfelt appreciation to Africa in the Moot, we have received support that has really touched us as young people who are growing in the legal field and the amazing support shown is not unnoticed! This will be in the chapters of our history and memories of what the organisation has envisioned to help us to! A bigger appreciation to our sponsors who have given us a chance to experience all the best experience in this forum of International Commercial Arbitration, and made it possible to be part of the Arbitration Community as young people. Thank you so much ArbitralWomen and Karl-Heinz Bockstiegel Foundation for the wonderful support of helping Mzumbe University Vis Moot Team to in making it to the Wonder Vienna Experience!

We thank Mzumbe University for providing the best support to allow us to be part of the competition and be part of an international community and also a chance to learn from the Moot Court Competition and excel on the legal practice of Alternative Dispute Resolution.

The Mzumbe University Vis Moot Team with ArbitralWomen Advisory Council member Dana MacGrath

Keep up with ArbitralWomen

Visit our website on your computer or mobile and stay up to date with what is going on. Read the latest News about ArbitralWomen and our Members, check Upcoming Events and download the current and past issues of our Newsletter.



ArbitralWomen & Kluwer Arbitration Blog

ArbitralWomen has a long-standing collaboration with Kluwer Arbitration Blog, the leading publication of its kind presenting a high-quality examination of hot topics and latest developments in international arbitration, with an impressive global readership of 120,000 views per post.

As part of this collaboration, ArbitralWomen liaises with Kluwer Arbitration Blog to ensure priority publication of articles submitted by its members. Published contributions will also feature on the AW website.

We strongly encourage our members to make use of this great opportunity! Please send your article or idea for a topic to the AW-Kluwer Arbitration Blog Committee, consisting of ArbitralWomen Board Members Nicola Peart, Mary Thomson, Shanelle Irani and Elena Guillet, at kluwer@arbitralwomen.org.

We kindly ask you to take note of the Kluwer Arbitration Blog editorial guidelines.

We look forward to receiving your ideas and submissions!

ArbitralWomen thanks all contributors for sharing their stories.

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AW Activities at a Glance: click here

Membership Runs Now Annually from Date of Payment

ArbitralWomen Individual & Corporate Membership

ArbitralWomen's website is the only hub offering a database of female practitioners in any dispute resolution role including arbitrators, mediators, experts, adjudicators, surveyors, facilitators, lawyers, neutrals, ombudswomen and forensic consultants. It is regularly visited by professionals searching for dispute resolution practitioners.

The many benefits of ArbitralWomen membership are namely:

- Searchability under Member Directory and Find Practitioners
- Visibility under your profile and under Publications once you add articles under My Account / My Articles
- Opportunity to contribute to ArbitralWomen's section under Kluwer Arbitration Blog
- Promotion of your dispute resolution speaking engagements on our Events page
- Opportunity to showcase your professional news in ArbitralWomen's periodic news alerts and Newsletter
- Visibility on the News page if you contribute to any dispute resolution related news and ArbitralWomen news
- Visibility on the News about AW Members to announce news about members' promotions and professional developments
- Ability to obtain referrals of dispute resolution practitioners
- Networking with other women practitioners
- Opportunity to participate in ArbitralWomen's various programmes such as our Mentoring Programme

We encourage female practitioners to join us either individually or through their firm. Joining is easy and takes a few minutes: go to 'Apply Now' and complete the application form.

Individual Membership: 150 Euros

Corporate Membership: ArbitralWomen Corporate Membership entitles firms to a **discount on the cost** of individual memberships. For 650 Euros annually (instead of 750), firms can designate up to five individuals based at any of the firms' offices worldwide, and for each additional member a membership at the rate of 135 Euros (instead of 150).
Over **forty firms** have subscribed a Corporate Membership: click here for the list.

ArbitralWomen is globally recognised as the leading professional organisation forum for advancement of women in dispute resolution. Your continued support will ensure that we can provide you with opportunities to grow your network and your visibility, with all the terrific work we have accomplished to date as reported in our Newsletters.

ArbitralWomen membership has grown to approximately one thousand, from over 40 countries. Forty firms have so far subscribed for corporate membership, sometimes for as many as 40 practitioners from their firms.

Do not hesitate to contact membership@arbitralwomen.org, we would be happy to answer any questions.