International Arbitration: Navigating the Arbitral Institutions and Venues

By Professor Doug Jones

I. Introduction

A critical issue in any international arbitration is the location of the arbitral seat or place of arbitration. Beyond the practical issues associated with holding an arbitration in a particular location, the legal environment in which an arbitration operates will be significantly affected by the chosen seat, and this can have a considerable impact on the arbitration. Naturally, parties desire an arbitral seat that (i) will not afford either side an advantage, (ii) is convenient, and (iii) where the legal system has a solid track record of "arbitration-friendliness." However, finding a seat that can offer all these features is not a trivial endeavor. This paper considers the key elements of a "safe" arbitral seat and establishes Sydney as an attractive destination for arbitration.

A recent survey suggests that the most important aspect of arbitral seat-selection is the "formal legal infrastructure" of the seat.[1] This includes the arbitration law of the seat, its attitude towards enforcing arbitral awards, as well as its neutrality and impartiality. Second to the formal legal structure was the convenience of the seat: for example, the availability of judicial assistance. Interestingly, the choice of arbitral institution did not rank very highly in the factors affecting parties' choice. This paper explores the role that an arbitral institution can play in an arbitration, and concludes that the availability of arbitral institutions should indeed be kept in mind by parties when choosing an arbitral seat. In doing this, the significance of the Australian Centre for International Commercial Arbitrations (ACICA) and the Australian International Disputes Centre (AIDC) is explored.

II. Key Characteristics of a "Safe" Arbitral Seat

A. Arbitration Law

The operation of the laws of the arbitral seat governing the arbitration (the *lex arbitri*) must be kept in mind when determining an arbitral seat. It is widely accepted that enforceability of the arbitral award is of paramount importance within the field of international arbitration. Thus, choosing as an arbitral seat a jurisdiction that has enacted the 1985 UNCITRAL *Convention on the Recognition and Enforcement of Foreign Arbitral Awards* (the so-called "New York Convention") helps to ensure that the arbitral award will be enforceable in any of the 145 signatory nations.[2] Of course, having enacted the New York Convention is the minimum criteria for selecting a safe arbitral seat. The operation of the *lex arbitri* will have a significant impact on many parts of the arbitration, including procedural aspects such as the taking of evidence and the appointment of arbitrators. This section will look at the development and benefits of the UNCITRAL *Model Law on International Commercial Arbitration* (the "Model Law"), as well as highlighting various essential characteristics of a desirable *lex arbitri*, such as the scope for judicial annulment of arbitral awards.

1. UNCITRAL Model Law

The idea of the Model Law began with a proposal to reform the New York Convention. In 1978, the UNCITRAL Secretariat, the Asian-African Legal Consultative Committee, the International Council for Commercial Arbitration, and the International Chamber of Commerce gathered for a consultation process and were of the "unanimous view that it would be in the interest of international commercial arbitration if UNCITRAL would initiate steps leading to the establishment of uniform standards of arbitral procedure."[3] It was concluded that the preparation of a model law on arbitration would be the most appropriate way of achieving this uniformity.[4] Subsequently, the final text of the Model Law was adopted by resolution in Vienna in June 1985, and a recommendation of the General Assembly of the United Nations commending the Model Law to member states was adopted in December 1985.

In 2006, significant amendments were made to the Model Law. Australia has adopted the model law with the 2006 amendments as the basis of the revised *International Arbitration Act 1974* (the "IAA"). Australia is one of the few countries to adopt the 2006 amendments to the Model Law, along with New Zealand, Ireland, Singapore, Malaysia, Hong Kong (yet to be enacted), India, Mauritius, Peru, Rwanda, and the state of Florida in the United States of America.[5]

Uniformity is a key feature of the Model Law, and it is not difficult to see how having an international standard for the regulation of arbitral proceedings is beneficial to parties to arbitration, arbitrators, legal representatives, and businesspeople around the world in need of a predictable, efficient and effective dispute resolution mechanism. Further, the development of a model law keeps domestic legislatures from redundant expenditure on "re-inventing the wheel" as issues that are common to all arbitral proceedings are addressed.

A key benefit of the Model Law is the flexibility it provides in allowing parties the discretion to agree on various aspects of the arbitral process. For example, Article 19 provides that "[s]ubject to the provisions of this Law, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings." Thus, the procedural aspects of an arbitration are left entirely in the hands of the parties. This flexible approach is embraced

throughout the Model Law, with many provisions operating on an opt-out basis. In this, the principles of party autonomy that are paramount to international arbitration are embodied.

2. Availability of Judicial Assistance

It is important to distinguish between judicial interference with the arbitral process and the availability of judicial assistance to support arbitral proceedings. One of the most common uses of the court in supporting arbitral proceedings is in the taking of evidence. While arbitrators can give directions to the effect of requiring adverse disclosure, the power of the tribunal is limited to that granted by the parties. Therefore, should one party require a subpoena or other enforceable evidentiary measures, it is important that the tribunal have the power to approve such a request, and be able to approach the court with the request. The Model Law provides for this, allowing the tribunal or a party with the approval of the tribunal to request the local court's assistance in the taking of evidence.[6]

Other areas where the arbitral process can be supported through the court's assistance include the enforcement of interim measures, as well as assistance in appointing an arbitrator when the parties are unable to come to such an agreement, and have not agreed on an alternative process in such an event. Both of these areas are provided for in the Model Law.[7]

B. Court Attitude to Arbitration

The national courts of the arbitral seat have the potential to impact significantly upon the arbitral process. Even in jurisdictions that, on paper, have progressive arbitration laws, the attitude of the courts will play an essential role in shaping the legal environment in which the arbitration operates. Selecting an arbitral seat where the local courts are friendly to arbitration is fundamental in ensuring a smooth arbitral process.

An example of this can be seen in the controversial European Court of Justice decision in *West Tankers*.[8] In light of this decision, it has been argued that parties concerned about the availability of anti-suit injunctions, and the subsequent difficulties of parallel litigation, may choose to avoid EU seats for their arbitrations.[9]

Australian courts have been recognized, inter alia, as providing independent, objective and experienced decision-makers within the judicial system to decide on arbitration matters.[10] While at various times the Australian judiciary has shown varying degrees of support for arbitration, it is clear that there is a recent trend within Australian courts toward furthering Australia's position as a desirable arbitral seat.

Often, the extent to which the judiciary can interfere with an arbitral award will become a prime consideration in the selection of the seat of an arbitration. Unfortunately, the importance of this aspect of seat selection often becomes significantly clearer with the benefit of hindsight. National courts are normally empowered to review arbitral awards, and different jurisdictions will allow for various degrees of control in this regard, ranging from almost no scope for review to extensive and involved inquiries into both the procedural and substantive decisions made by the tribunal.

Internationally, there is a trend towards the minimization of court interference with arbitral awards.[11] This is reflected in the Model Law, which allows for very limited grounds upon which an award can be challenged.[12] Notably, the Model Law does not allow for judicial review based on the merits of the dispute.

C. Right to Representation of Choice

A critical feature of any "safe" arbitral seat is the capacity of parties to be represented by counsel of their choice without constraints imposed by local bar rules. It is interesting that while the World Trade Organization's General Agreement on Trade in Services (GATS) has 153 signatories,[13] meaningful reform of the legal services industry in regard to allowing foreign lawyers to practice remains the exception among member nations, rather than the norm. The GATS encourages the liberalization of restrictions within the legal services industry, but perhaps due to the lack of policing in enforcing the agreement, and because each member is free to choose its own regulatory objectives, the impact of the GATS is negligible, despite the fact that it was introduced sixteen years ago.

In this regard, Australia's regulation of foreign lawyers wishing to represent a party in an arbitration is indicative of wider changes within the Australian legal profession with regard to the regulatory structure of the profession. There are no requirements for foreign counsel wishing to represent parties to an international arbitration, regardless of whether or not they are admitted to practice as lawyers in other jurisdictions.[14] This ensures that parties have the freedom to choose their representation, unburdened by onerous practicing requirements. Due to the recent enactment of the *Commercial Arbitration Act 2010* (NSW), domestic arbitrations that take place within New South Wales allow parties the freedom to choose any person as their legal representation, regardless of legal qualifications.[15] Until pending reforms are implemented in other Australian jurisdictions, other Australian states allow representation by non-legal practitioners in domestic arbitrations only in certain circumstances.[16]

D. Administrative Assistance

The availability and selection of an arbitral institution should be borne in mind when choosing the arbitral seat, since such institutions commonly provide administrative assistance to the tribunal. For instance, most arbitral institutions provide trained staff to administer the arbitration. Such staff ensure that:[17]

- the arbitral tribunal is appointed;
- advance payments are made in respect of fees and expenses of the arbitrators;
- time limits are satisfied; and
- the arbitration runs as smoothly as possible.

If an arbitration is not administered institutionally, the administrative work will have to be undertaken by the tribunal itself or by a tribunal secretary appointed by the tribunal for that purpose. Further, even where the arbitration is ad hoc, sometimes the parties require that an arbitration institution act as an appointing authority of arbitrators. Therefore a seat that hosts an arbitral institution is preferable over one that does not.

E. Costs

Although relevant to arbitral seat selection, considerations of costs should never be decisive in the choice of the arbitral seat.[18] It is also important to remember that it is possible in many cases to conduct arbitral hearings and meetings in a place other than the arbitral seat for the convenience of the parties. Therefore costs associated with location can be mitigated through this option.

Costs associated with the selection of the arbitral seat generally relate to logistics and can include accommodation, meeting rooms, support services and facilities, transport of people and relevant materials to the seat, telecommunications interpreters, stenographers, secretaries, travel visas, any onerous customs requirements for the import or export of documents or other exhibits needed for hearings, currency regulations and income tax on arbitrator's fees. Costs will be unnecessarily increased if the hearings are conducted in an expensive location.

Taking into account all these potential costs, parties will usually select the arbitral seat based on the legal regime that will facilitate the most predictable and efficient arbitration.[19] The ideal location will also be neutral and objective to avoid providing either party with a systemic advantage over the other.

F. Other Practical Factors

1. Availability of Competent Arbitrators

The quality of an arbitral outcome is dependent on the competence of the arbitral tribunal. However, the availability of experienced and qualified arbitrators will differ depending on the chosen seat of the arbitration. Although it is possible to appoint arbitrators based in jurisdictions other than the arbitral seat, this would require the foreign arbitrators to travel. Consequently, the costs of the arbitration would increase and the process of scheduling hearings or communicating with the foreign arbitrators would be more complex than if the arbitrators were locally situated within the chosen seat of arbitration. Moreover, these consequences are heightened when dealing with multiple arbitrators from different jurisdictions.

2. Availability of Ancillary Services

The availability of ancillary services in a prospective seat for arbitration is another practical matter that should be kept in mind. For instance, the availability of hearing rooms is an issue. Although the arbitral seat is chosen before any hearings are held, it is necessary to fix a specific venue in appropriate premises offered by an arbitral institution, conference centre, or other suitable building. When selecting such a venue, the primary consideration must be to find accommodation that is fit for the purpose.

First, the venue chosen must provide adequate space not only for the tribunal but also for the parties and their legal representatives, documents, and for anyone else assisting in the conduct of the arbitration (i.e. experts, stenographers, and interpreters). Secondly, the venue chosen must be available for the entirety of the period of the hearing it is required for.

The availability of other ancillary services such as experienced local counsel, reporters, translators competent in the languages relevant to the parties and dispute, and international communication facilities such as telephone and internet should also be borne in mind when selecting the arbitral seat.

3. Entry and Exit Requirements of Participants

The following entry and exit requirements of a particular jurisdiction should be considered when selecting an arbitral seat:[20]

- Whether visas are necessary and readily obtainable for the arbitrators, parties and their legal representatives.
- Entry into arbitration site.
- Whether there are onerous customs requirements for the import or export of documents or other exhibits needed for the arbitral hearings.
- Currency regulations.
- Income tax on arbitrator's fees.

III. How Does Sydney Measure Up?

Sydney is a prime venue for an arbitral seat for a myriad of reasons. It offers a compelling combination of sympathetic courts, supportive laws, professional capability, superb facilities and is world-renowned for its distinct character. Sydney also plays host to the headquarters of ACICA, the AIDC and the Australian Chapter of the Chartered Institute of Arbitrators (CIArb) which are able to provide support in the arbitral process.

A. ACICA

ACICA[21] is Australia's international arbitration institution. Established in 1985 as a non-profit public company, the primary objectives of ACICA are to support and facilitate international arbitration and mediation and to promote Sydney and Australia as a venue for both.

Formerly, ACICA's role in administering arbitrations was mainly limited to the appointment of arbitrators and the holding of cost deposits for ad hoc arbitrations under the UNCITRAL Arbitration Rules. This changed significantly in 2005 when ACICA launched its own institutional arbitration rules, known as the ACICA Arbitration Rules, for which it became the administrating body for arbitrations utilizing these rules. In addition to the administration of arbitration proceedings, ACICA offers practical assistance to facilitate arbitration hearings by providing various services such as the provision of hearing facilities, transcription and information technology services. ACICA's educational activities include holding regular seminars and conferences to enhance the knowledge and understanding of international arbitration throughout the Asia-Pacific region.

ACICA operates from three offices in Australia, with its head office in Sydney and a satellite office in each of Melbourne and Perth. ACICA has entered into a number of co-operative arrangements with other international arbitral institutions around the world such as the Singapore International Arbitration Centre, the Hong Kong International Arbitration Centre, the Stockholm Chamber of Commerce - Arbitration Institute and the American Arbitration Association. It is also a founding member of the Asia Pacific Regional Arbitration Group which was established in 2004, a regional federation of over thirty arbitration associations that aims to improve standards and knowledge of international arbitration. In addition, ACICA is also the nominated Australian contact for proceedings under the International Centre for the Settlement of Investment Disputes in Australia.

ACICA also has a co-operation agreement with the Permanent Court of Arbitration (PCA) in the Hague which was signed at the Rio International Council for Commercial Arbitration Conference this year, which is the precursor to a Host country agreement presently being negotiated between Australia and the PCA.

Within Australia, ACICA operates in close co-operation with the AIDC. This relationship enables the two organizations to work together in promoting alternative dispute resolution and offering an efficiently administered full range of commercial dispute resolution services. ACICA also works with the Institute of Arbitrators and Mediators Australia (IAMA) and the CIArb in the education of alternative dispute resolution professionals.

ACICA's Board of Directors is made up of prominent international arbitrators and arbitration practitioners. ACICA's directors are appointed by various bodies, including the Law Council of Australia, the Australian Bar Association, the Chartered Institute of Arbitrators, the Institute of Arbitrators and Mediators Australia, the International Chamber of Commerce Australia, the Attorney-General of the Commonwealth of Australia and the Attorney-General of New South Wales. Other directors are appointed by the corporate members of ACICA and others are ACICA Board nominees.

B. The ACICA Arbitration Rules

In July 2005, ACICA released its own set of arbitration rules.[22] These rules provide an advanced, efficient and flexible framework for the conduct of arbitrations. They draw on a wide range of national and international laws, together with the rules of other leading arbitral institutions. Of particular note is the influence of the UNCITRAL Arbitration Rules,[23] the Swiss Rules of International Arbitration[24] and the UNCITRAL Model Law.[25] They provide a simple and user-friendly system for the conduct of international arbitrations founded on well-tested arbitration rules that have worldwide currency and usage. They also, however, contain numerous provisions that have been specifically tailored for the purposes of international arbitrations seated in Australia.

C. Key features of the ACICA Arbitration Rules

1. Administrative Assistance

Under the ACICA Arbitration Rules, there is a greater degree of administration by ACICA than that which exists under the UNCITRAL Model Law, but it is not as extensive as, for example, under the International Chamber of Commerce Rules of Arbitration.

ACICA is involved in the administration of the arbitral proceedings in a number of ways, including the following.

- ACICA may extend any period of time imposed by the ACICA Arbitration Rules or ACICA in respect of the Notice of Arbitration, the Answer to Notice of Arbitration and the composition of the arbitral tribunal. (Article 3.4).
- ACICA receives the Notice of Arbitration (Article 4). If the Notice of Arbitration is incomplete or is not submitted in the required manner, ACICA may request the Claimant to remedy the defect and delay the date of commencement of the arbitral proceedings until such defect is remedied. (Article 4.5). Upon receipt of a complete and compliant Notice of Arbitration, ACICA will communicate the Notice of Arbitration to the other party. (Article 4.6).
- ACICA receives the Answer to Notice of Arbitration (Article 5). Subsequently, ACICA will provide a copy of the Answer to Notice of Arbitration and any of its exhibits to the Claimant (Article 5.4). Once the registration fee has been paid and all the arbitrators confirmed, ACICA will transmit the file to the tribunal. (Article 5.5).
- ACICA will make available, or arrange for, facilities such as hearing rooms, secretarial assistance and interpretation facilities, and provide assistance for the conduct of the arbitral proceedings as requested by the tribunal or either party. (Article 7).

- If the parties have not or cannot agree on the number of arbitrators then ACICA will decide, taking into account all relevant circumstances. (Article 8).
- ACICA has a significant role in the appointment of arbitrators (Articles 8, 10 and 11). When appointing an arbitrator, ACICA may request information from the parties as it requires to fulfill its function. (Article 12).
- Where the parties do not mutually agree to challenge an arbitrator and the challenged arbitrator does not resign, ACICA will determine the challenge. (Article 14.4).
- Where the parties cannot agree on the arbitrator's hourly rate, ACICA shall determine the rate. (Article 40.2).
- ACICA can maintain trust accounts, which may be utilized by the tribunal to lodge deposits from the parties. (Article 42.5).

2. Confidentiality

Article 18 reflects the dichotomy between privacy and confidentiality. Whereas privacy typically requires that the public be excluded from the hearing, confidentiality refers to a duty of non-disclosure of documents to third parties. Thus Article 18.1, in providing that "[u]nless the parties agree otherwise in writing, all hearings shall take place in private," creates an opt-out rule of privacy. It does not create an immutable rule of confidentiality for all arbitrations under the ACICA Arbitration Rules.

Article 18.2 reflects the Australian jurisprudence on confidentiality in arbitral proceedings. In *Esso v Plowman*,[26] the High Court of Australia held that arbitration proceedings are private, but not confidential, unless the parties expressly agree otherwise. In response, Article 18.2 provides that the parties, the Tribunal and ACICA are all required to treat as confidential all matters relating to the arbitration (including the existence of the arbitration), the award, materials created for the purpose of the arbitration and documents produced by another party in the proceedings and not in the public domain. However, Article 18.2 sets out clearly defined exceptions for when confidentiality does not apply, which include:

- Applications made to competent courts, including for enforcement;
- Disclosure of information/documents pursuant to the order of a court of competent jurisdiction;
- Obligations under any mandatory laws considered applicable by the arbitral tribunal; and
- Compliance with regulatory bodies (such as a stock exchange).

An important expansion of the scope of confidentiality is included in Article 18.4, which requires that the party calling a witness is responsible to ensure that witness maintains the same degree of confidentiality as is required by that party.

3. Interim Measures of Protection

Probably one of the most talked about provisions in the ACICA Arbitration Rules is Article 28, which deals with interim measures of protection. Different to many other arbitration rules that merely empower the arbitral tribunal to order interim measures (or at most provide a very limited definition of interim measures), Article 28 provides a clear and comprehensive definition of the scope of interim measures which are available and sets out the requirements that a party must satisfy in order to obtain such measures.

Article 28 of the Rules follows closely Articles 17 to 17G of the Model Law as amended in 2006, and makes the ACICA Arbitration Rules one of very few arbitration rules available which have incorporated these new concepts. In summary, some of the noteworthy features in relation to interim measures include the following.

- The arbitral tribunal must give reasons for the awarding of interim measures (Article 28.1).
- A clear definition of interim measures, expressly including the provision of security for legal or other costs, which allows a party to easily identify the type of protection that it may seek and all necessary requirements it has to meet (Article 28.2).
- The arbitral tribunal may require the party requesting the interim measures to provide security as a condition to granting the interim measure (Article 28.4).
- If the tribunal later determines that the interim measure should not have been granted, it may decide that the requesting party is liable for any damages caused to the other party by the measures (Article 28.8).

It is worth pointing out that Article 28 of the Rules does not incorporate the very controversial provisions on *ex parte* interim measures and provisional orders that are the subject of Articles 17B and 17C of the Model Law. Article 28.8 further provides clarification that the tribunal's power to grant interim measures does not prejudice a party's right to apply to any competent court for interim measures.

4. Costs

Arbitrators are remunerated on a time-spent basis rather than a fixed fee or fee range based on the amount in dispute, as is the case under many other institutional rules. The wording of Article 40.1, "[u]nless agreed otherwise," suggests that the parties may agree with the arbitrator(s) on a different methodology for the remuneration, although in practice this is very uncommon.

One of the rather noteworthy features of the ACICA Arbitration Rules is that, if the arbitrator(s) and the parties cannot agree on a hourly rate for the arbitrator's remuneration, the hourly rate will be set by ACICA, taking into account the nature of the dispute, the amount in dispute as well as the standing and experience of the arbitrator. (Articles 40.2 and 40.4). As a result, the ACICA Arbitration Rules encourage the parties and arbitrators to reach a consensual agreement regarding the arbitrator's fees.

ACICA's institutional fees consist of a non-refundable registration fee of AUD$2,500.00, which becomes due with the Notice of Arbitration, and an administration fee. (Article 1.2 in Appendix A). The amount of the administration fee is calculated in accordance with Schedule 1 in Appendix A of the ACICA Arbitration Rules and is subject to the amount in dispute. Set out below are the administrative fees as at 20 October 2010:

Amount in Dispute	Administrative Fees
$1 to $500,000	1% of the amount in dispute
$500,001 to $1,000,000	$5,000 plus 0.5% of the amount in dispute above 500,000
$1,000,001 to $10,000,000	$7,500 plus 0.25% of the amount in dispute above $1,000,000
$10,000,001 to $100,000,000	$30,000 plus 0.01% of the amount in dispute above $10,000,000
over $100,000,000	$39,000 plus 0.02% of the amount in dispute above $100,000,000 up to a maximum of $60,000

For the purpose of determining the amount in dispute, claims, counterclaims and set-off defences are added together, but any claims for interest are excluded. If the amount in dispute is not specified in the pleadings, the amount in dispute will be determined by the arbitral tribunal. (Article 2.2 in Appendix A.)

For arbitrations under the ACICA's Expedited Arbitration Rules the registration fee is the same (AUD$2,500.00) but the administrative fees are lower than under the general arbitration rules. (See Schedule 1 in Appendix A of the Expedited Arbitration Rules.)

D. ACICA Expedited Arbitration Rules

Following the successful launch of the ACICA Arbitration Rules, ACICA launched its Expedited Arbitration Rules in late 2008, which have recently been revised in 2010. These rules have been drafted along the lines of ACICA's general arbitration rules, but provide special provisions to facilitate expedited proceedings. The ACICA Expedited Arbitration Rules address the need of parties to have their disputes settled in as cost-effective a manner as possible. To this end, the overriding objective of the ACICA Expedited Arbitration Rules is:[27]

> [T]o provide arbitration that is quick, cost effective and fair, considering especially the amounts in dispute and complexity of issues or facts involved.

In order to achieve this objective, the rules envisage a documents-only procedure in most expedited arbitrations,[28] and generally provide for no disclosure.[29] The ACICA Expedited Arbitration Rules require the statement of claim to be provided with the notice of arbitration, and do not require an answer to the notice of arbitration. They also allow only for the appointment of a single arbitrator, to be appointed by ACICA, in order to minimize opportunities for delay. The ACICA Expedited Arbitration Rules further impose strict time limits on the parties, and there is limited scope for extensions, unless the parties and arbitrator agree otherwise. Significantly, because the arbitrator is subject to a time limit commencing upon his or her appointment, any extension of time during the proceedings will reduce the time the arbitrator has to prepare the award, subject to agreement between the parties.

While expedited proceedings are certainly an important option in the arena of international arbitration, and the efficiency, cost-effectiveness and expedition of such proceedings are frequently realized, regard must be had to the suitability of expedited proceedings in the context of the particulars of each dispute. Expedited proceedings are ideal for smaller disputes, where the amount in question is not too significant. ACICA recommends the use of the ACICA Expedited Arbitration Rules where the disputed amount is less than AUD$250,000.00—with the caveat that, even then, the expedited rules may not be appropriate for "complex, multi-party or multi-issue disputes."[30]

However, when used appropriately, expedited institutional rules have proven themselves a valuable tool in providing effective, cost-efficient and celeritous dispute resolution.

IV. AIDC for Indian, US, Chinese and Other Asian Parties

A. The Australian International Disputes Centre

Australia enjoys close ties to Asia and has stable and robust economic, political and legal environments. However, before the establishment of the AIDC, Australia lacked the specialized infrastructure required to attract disputes away from countries like Singapore, which recently established a dedicated international dispute resolution center. This is no longer the case, now that the AIDC has opened its doors.

Jointly funded by the Commonwealth and New South Wales Governments, ACICA and the Australia Commercial Disputes Centre, the AIDC is now Australia's premier dispute resolution facility. Its establishment will help

Australia attract more international arbitrations, particularly as Australia is well placed to capitalize on the booming global market for cross border dispute resolution.

Functioning as a one-stop shop, the center features world-class communication, audiovisual and video-conferencing facilities, tribunal facilities, conference rooms and access to translation and transcription services. Parties, practitioners and arbitrators making use of the AIDC will receive unparalleled administrative and logistical support that will ensure that the dispute resolution proceedings run effortlessly.

AIDC works with Australia's premier international dispute resolution institutions and organisations including ACICA, CIArb and the ACDC. Moreover, the AIDC is not restricted to solely hosting arbitrations under the ACICA Arbitration Rules. The center is open to facilitate all arbitrations, regardless of the arbitral rules chosen. As such, arbitrations conducted under the American Arbitration Association (or the International Centre for Dispute Resolution), London Court of International Arbitration, China International Economic and Trade Arbitration Commission, Singapore International Arbitration Centre, the Hong Kong International Arbitration Center and UNCITRAL Arbitration Rules are catered for and welcome.

V. Conclusion

Clearly, there are many factors to consider when choosing an arbitral seat. Different parties will have different priorities, but there are some needs that will be universal. The need for a supportive judicial system, affordable and convenient facilities, and the availability of an effective arbitral institution are common to all arbitrations. Care must be taken when choosing an arbitral seat that due consideration is given to each of these factors, and that the importance any one of these factors is not unduly emphasized.

It can be seen that Australia, and in particular Sydney, is certainly a viable option as an arbitral seat. Sydney has the people, the experience, the expertise, the administrative and logistical support, a sophisticated legal system, an accommodating International Arbitration Act and a sound foundation in the Model Law for dispute resolution. It serves as an ideal location for an arbitral seat and a neutral venue for international arbitrations. Parties would be well-advised to keep Sydney in mind when making that vital decision.

Endnotes

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15. *Commercial Arbitration Act 2010* (NSW) Sec. 24A.
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Professor Doug Jones is a partner with Clayton Utz in Sydney, Australia. **The author gratefully acknowledges the assistance provided in the preparation of this paper by Zara Shafruddin and Timothy Zahara, Legal Assistants, of Clayton Utz, Sydney.**