



International Arbitration

2018

Fourth Edition

Contributing Editor:
Joe Tirado

glg global legal group

www.globallegalinsights.com

CONTENTS

Preface	Joe Tirado, <i>Garrigues UK LLP</i>	
Andorra	Miguel Cases, <i>Cases & Lacambra</i>	1
Angola	Nuno Albuquerque, Conceição Manita Ferreira & Luísa Castro Ferreira, <i>N-Advogados & CM Advogados</i>	10
Austria	Dr. Christian W. Konrad & Dr. Heidrun Halbartschlager, <i>Konrad & Partners</i>	21
Belgium	Vanessa Foncke & Sébastien Champagne, <i>Jones Day</i>	31
Brazil	Eduardo Maccari Telles, Gustavo Fernandes de Andrade & Daniel Becker, <i>Tauil & Chequer in association with Mayer Brown</i>	43
British Virgin Islands	Mo Haque QC & Charlotte Walker, <i>Campbells</i>	54
Canada	Julie Rosenthal, Brad Halfin & Tamryn Jacobson, <i>Goodmans LLP</i>	66
Cayman Islands	Mo Haque QC & Andrew Pullinger, <i>Campbells</i>	84
China	Ning Fei, Shengchang Wang & Jing Liu, <i>Hui Zhong Law Firm</i>	95
Ecuador	Hernán Pérez Loose, <i>Coronel & Pérez</i>	109
England & Wales	Joe Tirado, <i>Garrigues UK LLP</i>	122
Finland	Markus Kokko & Niki J. Welling, <i>Borenius Attorneys Ltd.</i>	141
France	Christophe Dugué, <i>Avocat au Barreau de Paris</i>	149
Germany	Catrice Gayer & Thomas Weimann, <i>Herbert Smith Freehills Germany LLP</i>	166
Hong Kong	James Yeung & Felda Yeung, <i>Gall</i>	180
India	Ganesh Chandru, Prashant Kumar & Palak Taneja, <i>Lakshmikumaran & Sridharan</i>	187
Ireland	Kevin Kelly & Heather Mahon, <i>McCann FitzGerald</i>	204
Italy	Micael Montinari, Martina Lucenti & Filippo Frigerio, <i>Portolano Cavallo</i>	218
Kosovo	Dr. Christian W. Konrad, <i>Konrad & Partners</i> , & Virtyt Ibrahimaga	228
Lithuania	Paulius Docka, <i>Primus attorneys at law</i>	238
Macedonia	Kristina Kragujevska, <i>Konrad & Partners</i>	248
Malaysia	Khong Aik Gan, Joon Liang Foo & Lim Bee San, <i>Gan Partnership</i>	255
Malta	Denia Ellul, <i>Fenech Farrugia Fiott Legal</i>	266
Mexico	Adrián Magallanes & Montserrat Manzano, <i>Von Wobeser y Sierra, S.C.</i>	273
Norway	Erlend Haaskjold, <i>Arntzen de Besche Advokatfirma AS</i>	285
Portugal	Nuno Albuquerque, Luís Paulo Silva & Maria Amélia Mesquita, <i>N-Advogados & CM Advogados</i>	291
Romania	Adrian Iordache & Raluca Danes, <i>Iordache Partners</i>	302
Russia	Sergey Kovalev, Sergey Kislov & Artem Antonov, <i>Kovalev Tugushi and partners</i>	311
Singapore	Kelvin Poon & Daryl Sim, <i>Rajah & Tann Singapore LLP</i>	321
Spain	Luis Cordon Procter, Sheila Muñoz Muñoz & Diana del Moral Bernal, <i>Cases & Lacambra</i>	335
Sweden	Pontus Scherp & Fredrik Norburg, <i>Norburg & Scherp Advokatbyrå AB</i>	347
Switzerland	Catherine Anne Kunz, Angela Casey & Courtney Furner, <i>LALIVE</i>	358
Turkey	Prof. Av. Esra Bicen, <i>EB LEGAL</i>	367
UAE	Thanos Karvelis & Maria Palmou, <i>Galadari Advocates & Legal Consultants</i>	377
USA	Chris Paparella, Malik Havalic & Elizabeth Zhou, <i>Hughes Hubbard & Reed LLP</i>	388

Switzerland

Catherine Anne Kunz, Angela Casey & Courtney Furner
LALIVE

Introduction

Switzerland has a long-standing reputation as one of the preferred venues for international arbitration, whether in *ad hoc* proceedings or in proceedings administered under the rules of the leading arbitration institutions. Several factors account for this reputation, including Switzerland's political neutrality, developed infrastructure, qualified arbitration practitioners and a very arbitration-friendly legal framework.

In Switzerland, international arbitrations are governed by Chapter 12 (Articles 176-194) of the Swiss Private International Law Act ("**PILA**"), a modern and liberal arbitration law which has been in force since 1989. Although Switzerland's arbitration law is not based on the UNCITRAL Model Law, there are no major differences between the two sets of rules, but Chapter 12 PILA is much shorter. With its concise 18 articles, Chapter 12 PILA provides a streamlined set of essential provisions, which ensure the proper constitution and functioning of the arbitral tribunal and guarantee the respect of the parties' fundamental procedural rights, while giving the parties all the necessary flexibility to tailor the arbitration proceedings according to their needs.

Switzerland is currently in the process of modernising and further improving the user-friendliness of its arbitration law by revising Chapter 12 PILA. The proposed revision is limited and will not bring about fundamental changes to Switzerland's international arbitration law. Indeed, the aim of the revision is essentially to preserve and enhance the most attractive features of Chapter 12 PILA, as well as to enact the key developments of the Swiss Federal Supreme Court's jurisprudence on international arbitration.

In Switzerland, domestic arbitration is governed by Part 3 of the Swiss Code of Civil Procedure ("**SCCP**"), which applies to arbitrations seated in Switzerland where, at the time of the conclusion of the arbitration agreement, all parties had their domicile, seat or habitual place of residence in Switzerland. However, parties to a domestic arbitration may choose to apply Chapter 12 PILA, but must express this choice in writing.

While many arbitrations in Switzerland are *ad hoc*, *i.e.* not governed by a specific set of arbitration rules, parties frequently choose to apply the arbitration rules of a specialised institution. The most frequently used arbitration rules in Switzerland are:

- the Rules of Arbitration of the ICC International Court of Arbitration (**ICC Rules**);
- the Swiss Rules of International Arbitration (**Swiss Rules**), a uniform set of arbitration rules issued by the Swiss Chambers' Arbitration Institution; and
- the Code of Sports-related Arbitration applicable before the Court of Arbitration for Sport (**CAS/TAS Rules**).

In addition to the Court of Arbitration for Sport, Switzerland hosts many other international organisations or dispute-settlement institutions, such as the United Nations, the World Trade Organization, the World Intellectual Property Organization, the International Air Transport Association, the International Olympic Committee (IOC) and major international sports organisations such as FIFA and UEFA.

Arbitration agreement

Swiss arbitration law provides that any dispute with an economic interest may be subject to arbitration (Article 177 PILA). This broad definition of arbitrability opens arbitration in Switzerland to a wide range of commercial disputes.

The cornerstone of arbitral proceedings in Switzerland is the existence of a valid arbitration agreement. The arbitration agreement must be made in writing to be formally valid (Article 178(1) PILA). The signature of the parties is not required.

As regards substantive validity, an arbitration agreement must comply with either the law chosen by the parties to govern the arbitration agreement, the law governing the object of the dispute, in particular the law applicable to the principal contract, or Swiss law (Article 178(2) PILA). This alternative test reflects Switzerland's pro-arbitration approach: it enables tribunals to uphold an arbitration agreement that would be invalid under the law chosen by the parties or the law applicable to the principal contract, provided that it at least satisfies the requirements of Swiss law. Under Swiss law, what is decisive is the intent of the parties to subject their dispute to arbitration.

Swiss law recognises the doctrine of separability, pursuant to which the invalidity of the principal contract does not automatically render the arbitration agreement it contains unenforceable (Article 178(3) PILA). Applying the separability doctrine, the Swiss Supreme Court recently upheld an arbitration clause contained in a draft contract which was ultimately never signed.¹

Swiss law is based on the principle of privity of contract by which an arbitration clause is binding and has legal effect only on the parties that have originally agreed to it. Case law has, however, recognised certain exceptions to this rule. In particular, the Swiss Supreme Court has held that the arbitration agreement may be extended to a third party in cases where the third party participated in the negotiations or performance of the contract, thereby demonstrating a willingness to be bound by the arbitration agreement.

Arbitration procedure

The arbitration commences when one of the parties seizes the arbitrator(s) designated in the arbitration agreement or, in the absence of such a designation, when one of the parties initiates the procedure for the constitution of the arbitral tribunal (Article 181 PILA). Chapter 12 PILA does not contain any rules on the constitution of the arbitral tribunal and refers to the agreement of the parties (Article 179 (1)). The parties may seek the assistance of the state courts at the seat of the arbitration in the absence of such agreement.

The parties are free to decide on the procedural rules applicable to the arbitral proceedings either directly or by reference to an existing set of arbitration rules or other procedural rules of their choice. If the parties do not agree on the procedure, it will be determined by the arbitral tribunal. Irrespective of the procedural rules chosen by the parties, the arbitral tribunal must ensure equal treatment of the parties, and their right to be heard in adversarial proceedings (Article 182(3) PILA).

The arbitral tribunal is competent to decide on its own jurisdiction (competence-competence principle), even if proceedings concerning the same subject-matter and between the same parties are already pending before a state court, unless there are serious reasons to stay the arbitration (Article 186(1) and (1bis) PILA). Any objection to the arbitral tribunal's jurisdiction must be raised prior to any defence on the merits (Article 186(2) PILA). Similarly, a party which considers that its procedural rights have been violated must raise an objection immediately; a failure to do so entails the forfeiture of the right to complain of that violation at a later stage.

Swiss arbitration law does not address the confidentiality of the arbitral proceedings. In practice, confidentiality undertakings are often included in the applicable procedural rules or in the institutional rules chosen by the parties (e.g. Article 43 of the Swiss Rules). In Switzerland, exceptions to confidentiality undertakings apply if disclosure is required by a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority.

Swiss arbitration law does not contain specific rules on the taking of evidence, disclosure or discovery. Nor does it contain specific rules of privilege. The arbitral tribunal determines the applicable rules for the taking, as well as the admissibility, relevance and materiality, of evidence. In so doing, the arbitral tribunal must have due regard to any agreements reached by the parties. In practice, arbitral tribunals will often be guided by the IBA Rules on the Taking of Evidence in International Arbitration.

If coercive assistance is required in the taking of evidence, the arbitral tribunal, or a party with the arbitral tribunal's consent, may request such assistance from the court at the seat of the arbitration (Article 184(2) PILA).

Any person may be a fact or expert witness in a Swiss-seated arbitration. The applicable arbitral procedure determines who, when, where, in what form and by whom a witness may be heard and examined (Article 182 PILA). It is common for arbitral tribunals seated in Switzerland to require parties to submit a written witness statement for each of their fact witnesses, in line with Article 4 of the IBA Rules on the Taking of Evidence in International Arbitration. These witness statements may take the form of a sworn affidavit made under oath, although signed declarations are more often used in practice. There are no mandatory rules on oath or affirmation, but the arbitral tribunal may seek guidance from Article 8(4) of the IBA Rules on Evidence in International Arbitration. Providing false testimony to an arbitral tribunal seated in Switzerland may entail criminal sanctions as when made before state courts (Article 309 Swiss Criminal Code).

While parties regularly appoint their experts, arbitral tribunals sitting in Switzerland retain the discretion to appoint their own experts. There is no requirement that experts be selected from a particular list. According to the case law of the Swiss Supreme Court, tribunal-appointed experts must be independent and impartial; conversely, party-appointed experts are not expected to be impartial. It is for the arbitral tribunal to assess the probative value of both forms of evidence. Swiss-seated arbitral tribunals occasionally use witness conferencing.

The use of tribunal secretaries is common, especially in complex cases. The main rule concerning the use of a tribunal secretary is the requirement that he or she be independent and impartial in the same way as the arbitrators themselves. According to the Swiss Supreme Court, the tasks of the tribunal secretary may include drafting of certain parts of the award, provided this is done under the control of the arbitral tribunal and in accordance with its instructions.²

Arbitrators

Pursuant to the principle of party autonomy, the parties enjoy freedom in the selection, removal and replacement of arbitrators (Article 179 PILA).

In the absence of an agreement, the parties may apply to the state court at the seat of the arbitration to appoint, remove or replace arbitrators (Article 179(2) PILA). The state court will appoint the arbitral tribunal unless a summary examination of the case reveals that there is no valid arbitration agreement between the parties (Article 179(3) PILA).

Generally, the parties are free to agree on the number of arbitrators (Article 179(1) PILA); the default position under Swiss law is for three arbitrators to be appointed.

In Switzerland, anyone may serve as an arbitrator. The only non-waivable requirement imposed by law on an arbitrator sitting in an arbitration in Switzerland is that he or she be independent and impartial (Article 180(1)(c) PILA). Aside from the requirements of independence and impartiality, the parties are free to agree on additional qualifications.

The Swiss state court at the seat of the arbitration enjoys wide discretion in the appointment of arbitrators at the request of a party, subject only to the requirements that appointees have to be independent and impartial (Article 180(1)(c) PILA) and meet any specific requirements contained in the arbitration agreement (Article 180(1)(a) PILA). There is no set list of arbitrators from which arbitrators are selected by state courts, unless the parties agree otherwise. Some institutional rules provide that the arbitrators must be selected from a list maintained by the institution (*e.g.* for disputes submitted to the Court of Arbitration for Sport). The Swiss Chambers (which administer the Swiss Rules) do not maintain any list of arbitrators.

Chapter 12 PILA is silent on the specific requirements for the disclosure of conflicts in the case of international arbitration proceedings. The Swiss Rules Provide that an arbitrator must remain impartial and independent of the parties at all times and must disclose all relevant facts which might give rise to justifiable doubts about his or her independence and impartiality (Article 9 Swiss Rules). This approach embodies the transnational principle of disclosure in international arbitration set out in General Standard 7 of the IBA Guidelines on Conflicts of Interest in International Arbitration. The Swiss Supreme Court has held on several occasions that the IBA Guidelines on Conflicts of Interest in International Arbitration are a valuable tool when determining questions of conflict of interest, and is likely to influence the practice of both institutions and state courts in Switzerland.³

An arbitrator may be challenged on the following grounds:

- circumstances exist that give rise to justifiable doubts as to his or her independence (Article 180(1)(c) PILA);
- the arbitrator does not meet a requirement agreed upon by the parties (Article 180(1)(a) PILA); or
- there exists a ground for challenge under the institutional rules agreed by the parties (Article 180(1)(b) PILA).

Once the arbitral tribunal has been constituted, a party may only challenge an arbitrator whom it nominated or in whose appointment it participated based on information discovered after the appointment (Article 180(2) PILA). The arbitral tribunal and the other party must be informed immediately of the grounds for the challenge.

The parties are otherwise free to agree on the procedure for challenging an arbitrator, including on possible time limits for the challenge. If the parties have not agreed on the procedure for

challenging an arbitrator (including by reference to institutional rules), either party may apply to the competent Swiss state courts at the seat of the arbitration for a decision on the challenge. The decision of the state courts on the challenge of an arbitrator is final (Article 180(3) PILA).

Interim relief

Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of either party, order interim measures. The arbitral tribunal has a wide discretion as to the type and content of those measures (Article 183(1) PILA). Those measures may include anti-suit injunctions to enjoin a party from starting or pursuing litigation in breach of the arbitration agreement, and anti-enforcement injunctions to prevent a party from enforcing another award or judgment.

The power of the arbitral tribunal to order interim measures is not unlimited, in that the arbitral tribunal lacks the power to enforce its orders on interim measures (Article 183(2) PILA). The arbitral tribunal may request the assistance of state courts if a party does not comply voluntarily with the order for interim measures. Assistance of the state courts may also be sought if interim measures are required against a third party.

As long as the arbitral tribunal is not (yet) constituted and there is no other private instance empowered to grant interim relief, the parties may request state courts in Switzerland to order interim relief. The prevailing view in Switzerland is that, unless otherwise agreed by the parties, the jurisdiction of the arbitral tribunal to order interim measures in an international arbitration is not exclusive but is concurrent with that of state courts. In other words, the party requesting interim relief may – even after the arbitral tribunal is constituted – freely choose whether to apply for such measures before state courts *or* the arbitral tribunal. The state courts will, however, apply their own rules to the admissibility and availability of interim measures.

Arbitration award

Article 189(1) PILA provides that the arbitral award shall be rendered according to the procedure and in the form agreed upon by the parties. In the absence of such agreement, Article 189(2) PILA provides that the award shall be rendered by a majority or, in the absence of such majority, by the chairperson alone.

The award must be in writing, set forth the reasons on which it is based, and be dated and signed. The arbitral tribunal may grant damages, relief for specific performance as well as interim and declaratory relief.

Chapter 12 of the PILA is silent on the admissibility of dissenting opinions. The Swiss Supreme Court has ruled that, where the parties have not agreed to the contrary, the majority of the arbitral tribunal may decide upon whether and how to communicate a dissenting opinion to the parties. A dissenting opinion does not form part of the award itself, but it may be annexed to the award or delivered to the parties separately.

Swiss arbitration law does not set a time limit within which the arbitral tribunal must render its award. However, if the parties and the arbitrator have agreed on a specific time limit for the rendering of the award, this agreement is binding on the parties and the arbitrator. The failure of an arbitrator to render the award within the agreed timeframe may give rise to a ground for challenge.

The arbitral tribunal will also render a decision on the costs of the arbitration and their allocation (even if Swiss arbitration law contains no specific provision to that effect). The items which are part of the arbitration costs and the allocation of the costs between the parties are to be determined in accordance with the parties' agreement (directly or by reference to

any agreed arbitration rules). Absent an agreement between the parties, these issues will be determined by the arbitral tribunal, which enjoys a broad discretion in this respect.

Challenge of the arbitration award

International arbitral awards, whether final, partial or interim, may be set aside pursuant to Article 190 PILA. The setting-aside proceedings are directly brought before the Swiss Federal Supreme Court (Article 191 PILA), Switzerland's highest court. This remedy is not an appeal, as the Swiss Supreme Court does not review the factual findings of the arbitral tribunal. For the setting-aside application to be admissible, the applicant must have standing to challenge the award (Article 76 Supreme Court Act) by having either:

- participated, or been precluded from participating, in the arbitration; or
- been directly affected by the award and having an interest worthy of protection.

The limited grounds upon which an international arbitral award may be set aside in Switzerland are the following (Article 190(2) PILA):

- the arbitral tribunal was irregularly constituted;
- there is a wrong decision on jurisdiction;
- the arbitral tribunal ruled beyond the claims submitted to it, or failed to decide on the claims;
- there is a violation of the right to be heard, or of the principle of equal treatment of the parties; or
- the award is incompatible with public policy.

Interim awards can be challenged only on the grounds of the irregular constitution of the arbitral tribunal and a wrong decision on jurisdiction (Articles 190(2)(a) and (b) PILA).

A full application to set aside the award must be filed within 30 days of the notification of the award (Article 100(1) Supreme Court Act). This time limit cannot be extended. The Swiss Supreme Court typically renders its decision on the setting-aside application within six to eight months. Parties are only exceptionally granted a second exchange of submissions or the right to present oral arguments. The setting-aside application must be filed in one of the official Swiss languages (*i.e.* French, German or Italian; Article 42 Supreme Court Act).

There is no automatic stay of enforcement of an arbitral award pending the decision on the setting-aside application (Article 103(1) Supreme Court Act), but a stay of enforcement may be granted in exceptional cases. The party requesting the stay must demonstrate that:

- the immediate enforcement of the award exposes that party to serious and irreparable harm in its legitimate interests; and
- the challenge itself has a very strong *prima facie* chance of success.

If the Swiss Supreme Court sets aside an international arbitral award, it may only annul the challenged award and remand the case to the same arbitral tribunal for the rendering of a new award (so-called “cassatory” nature of the action for annulment; Article 77 Supreme Court Act), but does not issue its own decision on the merits.

The threshold for the setting-aside of an award rendered in Switzerland is extremely high, as confirmed by the low number of cases which have resulted in the complete or partial setting-aside of the award.⁴

If neither party has its domicile, place of habitual residence, or place of business in

Switzerland, it may, by an express declaration in the arbitration agreement or in a subsequent written agreement, explicitly waive the right to challenge the award (in whole or in part) (Article 192 PILA). The Swiss Supreme Court has held that this waiver is not applicable in sports arbitration.

Parties also have the possibility to seek a revision of an arbitral award in certain exceptional circumstances. Revision is an extraordinary means of correcting an award, which is final and binding and is only rarely granted. The grounds for revision of an arbitral award are limited and include in particular the following (Article 123 Supreme Court Act):

- the outcome of the award has been influenced by a criminal offence; or
- a party has subsequently discovered material facts or decisive evidence on which it was unable to rely in the arbitration proceedings.

Enforcement of the arbitration award

An arbitral award rendered by an international arbitral tribunal seated in Switzerland is final and binding and has the same legal effect as a final decision by a state court. As a result, it is automatically enforceable throughout Switzerland.

The recognition and enforcement of a foreign arbitral award in Switzerland is governed by the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards of 1958 (Article 194 PILA). A party applying for recognition or enforcement of a foreign award in Switzerland must include with its application the original or a copy of the arbitral award and arbitration agreement, together with any translations into the official language of the place at which enforcement is sought (French, German or Italian) (Article IV of the New York Convention). In practice, Swiss courts take a liberal, pragmatic and pro-enforcement approach to the New York Convention and will only insist upon strict compliance with the form requirements regarding authentication and certification if the authenticity of the documents submitted with the application is disputed. Swiss state courts will usually not insist upon compliance with the translation requirement if the documents are in English.

Once Swiss state courts are satisfied that the requirements of Article IV of the New York Convention are met, recognition and enforcement will only be denied upon one of the limited grounds listed in Article V of the New York Convention. These grounds can be summarised as follows:

- party incapacity or invalidity of the arbitration agreement (Article V(1)(a));
- no proper notice of the appointment of the arbitrator or the proceedings or a party is otherwise unable to present its case (Article V(1)(b));
- the award of the arbitral tribunal is on matters beyond or outside of the scope of the arbitration (Article V(1)(c));
- irregular composition of the arbitral tribunal or procedure contrary to the parties' agreement or, in the absence of such agreement, of the laws applicable at the seat of the arbitration (Article V(1)(d));
- the award is not binding pursuant to the laws applicable at the seat of the arbitration or set-aside at the seat (Article V(1)(e));
- non-arbitrability of the dispute (Article V(2)(a)); or
- the award is contrary to the public policy of the country in which its recognition or enforcement is sought (Article V(2)(b)).

In Switzerland, the threshold for successfully resisting recognition and enforcement of a

foreign arbitral award on the basis of Article V of the New York Convention is extremely high and will only be met in exceptional circumstances.

Investment arbitration

Switzerland has been a party to the Washington Convention for the Settlement of Investment Disputes Between States and Nationals of Other States since 1968, and to the Energy Charter Treaty since 1998. Having signed 127 BITs with other countries, of which 113 are currently in force, Switzerland has one of the largest bilateral investment protection treaty (BIT) networks in the world.

A Swiss seat is frequently chosen for investment-treaty arbitration outside of the ICSID annulment procedure and consequently such disputes are increasingly subject to setting-aside procedures before the Swiss Supreme Court. Most recently, the Swiss Supreme Court has, for example, dismissed an application to set aside an interim award on jurisdiction rendered in an Energy Charter Treaty arbitration opposing Yukos Capital to the Russian Federation, on the basis that the latter's challenge was premature as the interim award only addressed three out of a total of five jurisdictional issues.⁵

* * *

Endnotes

1. Decision of the Swiss Supreme Court 142 III 239 (4A_84/2015), 18 February 2016.
2. Decision of the Swiss Supreme Court 4A_709/2014, 21 May 2015, para. 3.3.2.
3. Decision of the Swiss Supreme Court 142 III 521 (4A_386/2015), 7 September 2016, para. 3.1.2.
4. See F. Dasser, P. Wójtowicz, *Challenges of Swiss Arbitral Awards – Updated and Extended Statistical Data as of 2015*, in ASA Bull. 2/2016, p. 280, p. 282.
5. Decision of the Swiss Supreme Court, 143 III 462 (4A_98/2017) dated 20 July 2017.



Catherine Anne Kunz

Tel: +41 58 105 2000 / Email: ckunz@lalive.ch

Catherine Anne Kunz is Counsel at LALIVE in the international arbitration team. She is dual-qualified in Switzerland and in England and Wales (solicitor). Catherine has acted as counsel and as arbitrator in numerous international arbitration proceedings, in particular in the energy, telecommunications and construction sectors, governed by a variety of procedural and substantive laws including Swiss, English, Spanish and Russian law. Catherine is recognised by leading publications as one of the future leaders in the field of international arbitration (*Who's Who Legal: Arbitration – Future Leaders 2017 and 2018*).



Angela Casey

Tel: +41 58 105 2000 / Email: acasey@lalive.ch

Angela Casey joined LALIVE in 2017. Her main area of practice is international arbitration, both commercial and investor-state, involving a variety of sectors. Before joining LALIVE, Angela completed her legal training with Pestalozzi Attorneys at Law in Zurich and Geneva, and at the Civil Court of the Canton Basel-Stadt. She was also an intern in the international arbitration group of Wilmer Cutler Pickering Hale and Dorr LLP in London. Angela studied law at the Universities of Basel and Zurich (Bachelor 2011, Master 2012). From 2012 to 2014, she worked as a research and teaching assistant at the University of Basel, where she obtained her Ph.D. in 2015. Her doctoral thesis, which explores the topic of employment law disputes in arbitration, was published in 2016.



Courtney Furner

Tel: +41 58 105 2000 / Email: cfurner@lalive.ch

Courtney Furner joined LALIVE in 2017. Her main areas of practice are international commercial and investment arbitration and public international law. Before joining LALIVE, Courtney worked as Associate to the Honourable Justice Robert Mazza of the Supreme Court of Western Australia, Court of Appeal (2015–2016) and in the dispute resolution team of Norton Rose Fulbright (2010–2014) in Australia. She has also tutored on civil procedure at the University of Western Australia (2015) and interned at the United Nations International Criminal Tribunal for the former Yugoslavia (2008). Courtney holds a Bachelor of Laws and a Bachelor of Arts from the University of Western Australia (2012) and an LL.M. in International Dispute Settlement (MIDS) from Geneva Law School and the Graduate Institute of International and Development Studies (MIDS-Young ICCA Scholar and Valedictorian, 2016–2017).

LALIVE

Rue de la Mairie 35, Geneva, Switzerland

Tel: +41 58 105 2000 / Fax: +41 58 105 2060 / URL: www.lalive.ch/en/index.php

www.globallegalinsights.com

Other titles in the **Global Legal Insights** series include:

- **Banking Regulation**
- **Blockchain & Virtual Currency Regulation**
- **Bribery & Corruption**
- **Cartels**
- **Commercial Real Estate**
- **Corporate Tax**
- **Employment & Labour Law**
- **Energy**
- **Fund Finance**
- **Initial Public Offerings**
- **Litigation & Dispute Resolution**
- **Merger Control**
- **Pricing & Reimbursement**



Strategic partner