How Countries Can Fully Implement the New York Convention:

IN FOCUS

A Critical Tool for Enforcement of International Arbitration Decisions

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Table of Contents

Abstract

The year 2018 marked the 60th anniversary of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the most important international convention in the area of international commercial arbitration. The Convention is also said to be the most successful international treaty in the area of private international law, with 161 signatory countries as of December 2019. This note primarily targets policy makers and their legal advisors in countries looking at ways to improve their business environment, to become more attractive locations for trade and investment, through better dispute resolution options for international transactions. It may also be helpful for staff of the World Bank Group and other donor agencies who provide financial or technical support to such business environment reform endeavors. First, the note explains that international commercial arbitration, as part of countries' legally recognized dispute resolution options, is critical to cross-border contract enforcement. As countries strengthen their international arbitration regimes, they improve their competitiveness in international markets and increase investment and trade by reducing transaction risks and the cost of new infrastructure projects. Countries can improve their international commercial arbitration systems by passing modern legislation consistent with international best practice, ratifying international arbitration conventions, strengthening judicial capacity to enforce arbitral awards, and investing in local arbitration centers. After explaining why the Convention, in particular, matters for private firms as well as countries that want to foster and promote private sector activity in trade and investment, the note proceeds to answer a simple question: What do signatory countries have to do to give full effect to the New York Convention? There is often the misconception that signing and ratifying this Convention is an end in itself. But these are not sufficient steps. There are several complementary measures to be taken by the government of a signatory country for the system to be fully operational. The note describes some of these measures, with no ambition of exhaustivity.

[1] For the purposes of this note, the term "arbitration decisions" is used interchangeably with "arbitration awards."

[2] The present note was co-authored by Xavier Forneris, Senior Private Sector Specialist and Investment Protection workstream leader, and Nina Mocheva, Senior Finance Sector Specialist with the Debt Resolution & Insolvency team, both in the Finance, Competitiveness, and Innovation Global Practice of the World Bank Group. The authors are grateful for the useful inputs from Nadim Mansour and Philippe de Bonneval, both lawyers working as consultants for the World Bank Group. The authors express their gratitude to the three peer reviewers for their valuable comments and suggestions, namely, Meg Kinnear, Vice-President and Secretary General, ICSID (World Bank Group, Washington); Corinne Montineri, Legal Officer, International Trade Law Division, United Nations (UNCITRAL, Vienna); and Roberto Echandi (Lead Trade and Investment Specialist, World Bank Group, Washington). The note also benefited from discussions with Pierre-Fabrice Amariglio and Daniela Gomez Altamirano, international legal consultants. An earlier version of this note was accepted by UNCITRAL to be included in the material presented at the international conference celebrating the 60th Anniversary of the Convention, held at United Nations headquarters in summer 2018 (UNCITRAL 2018; https://legal.un.org/ola/media/info_from_lc/mss/speeches/MSS_New_York_Convention_Celebration_28_June_2018.pdf).

What is the New York Convention?

The *Convention on the Recognition and Enforcement of Foreign Arbitral Awards* of 1958, commonly known as the New York Convention (based on the place of signature), is one of the most important and successful international conventions in the area of dispute resolution. Indeed, it is often said to be the most successful international treaty in private international law, with 161 state parties to the Convention as of December 2019—more than any other treaty in this area.

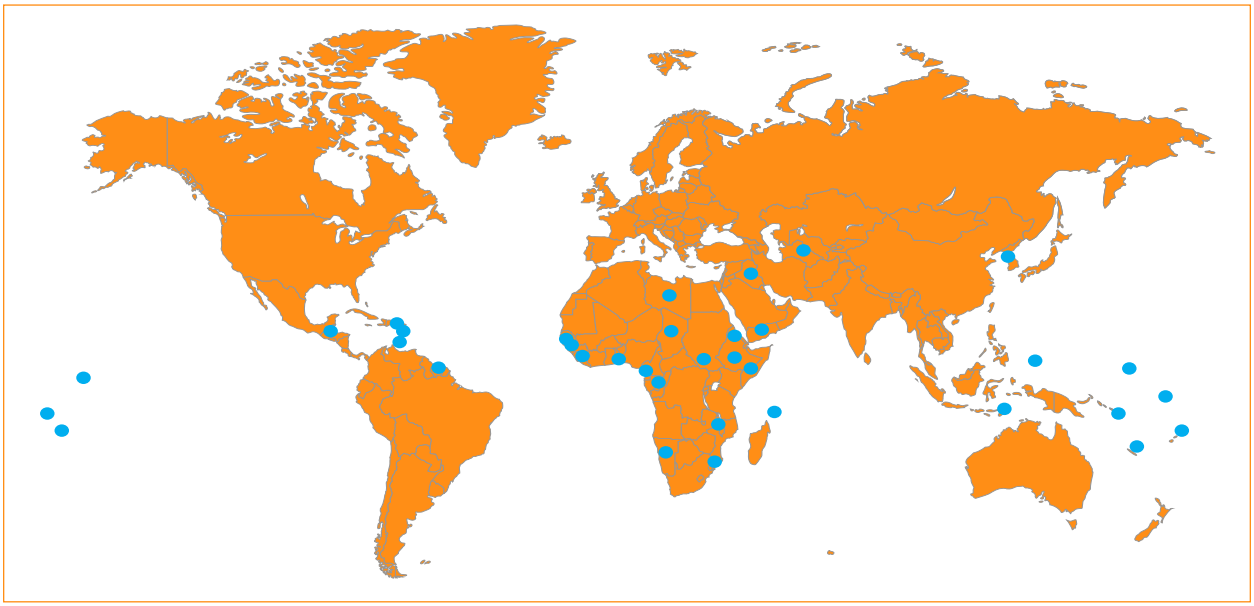
The New York Convention was developed under the auspices of the United Nations and adopted by diplomatic conference on June 10, 1958. Promotion of the Convention is an integral part of the work program of the United Nations Commission on International Trade Law (UNCITRAL).[3]

The Convention is widely recognized as a *foundational instrument of international arbitration* and requires the courts in contracting states to give effect to an agreement to arbitrate when seized with an action in a matter covered by an arbitration agreement, and also to recognize and enforce awards made in other states, subject to specific limited exceptions. Or, to put it very simply, the purpose of the New York Convention is to make it e*asier to enforce an arbitral award rendered in one country by attaching assets of the award debtor in another country.*

The New York Convention entered into force on June 7, 1959 and, as of December 10, 2019, 161 states are parties to the Convention. The states that are not yet a party to the Convention are highlighted in map 1.

The full list of countries that are non-signatories of the New York Convention as of December 2019 includes: Chad, Equatorial Guinea, Gambia, Iraq, Libya, the Federated States of Micronesia, Niue, Saint Kitts and Nevis, Belize, the Republic of Congo, Eritrea, Ethiopia, Grenada, Guinea-Bissau, Kiribati, the Democratic People's Republic of Korea, Malawi, Namibia, Nauru, Palau, the Seychelles, Saint Lucia, Samoa, Somalia, Sierra Leone, Solomon Islands, Suriname, South Sudan, Timor-Leste, Eswatini, Turkmenistan, Togo, Tonga, the Republic of Yemen, Tuvalu, and Vanuatu.

Map 1: States that Are Not Yet Parties to the New York Convention (Total of 39, as of December 2019)



Source: UNCITRAL (https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/status2).

[3] For additional information on UNCITRAL and the Convention (such as the status of accession and entry into force), see http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html.

Along the same vein as the New York Convention, the United Nations Convention on International Settlement Agreements Resulting from Mediation was signed in Singapore on August 1, 2019. Following in the footsteps of the New York Convention, which deals with recognition and enforcement of international arbitration awards, this new Convention deals with recognition of international mediation agreements.[4]

Why Does This Matter for Developing Economies?

A forward-looking and dynamic economy, where the private sector plays a critical role as an engine of growth, needs efficient ways to resolve commercial and investment-related disputes. A firm from one country (country A) doing business in another country (country B) is often concerned that the state courts in country B may not be even-handed or impartial when hearing a dispute that the firm has with a company, an individual entrepreneur, or the government of country B. The concern is even more pronounced when the host country (country B) is a developing economy with significant governance challenges and/or issues of judicial independence. To facilitate such cross-border transactions or investments, which developing economies need for growth and competitiveness, it is therefore critically important to allow access to international arbitration, as an alternative and neutral mechanism for the resolution of commercial (business-to-business) and investment (investor-state) disputes.[5] Businesses worldwide value the neutrality and flexibility of arbitration.

This is one of the reasons why most countries have adopted commercial laws or investment laws that provide such access to arbitration, domestic and international. Most countries have also adopted comprehensive legal regimes governing arbitration, to ensure that local courts will respect contractual arbitration agreements, suspend court proceedings, and refer litigants to arbitration if either party requests so based on a valid arbitration clause between the litigants.

However, when parties have recourse to international arbitration, outside the physical boundaries of the host economy, otherwise recognized as international under the law of the host economy,[6] a key issue arises: how to ensure that the decision to be rendered by the international arbitrator(s) or foreign arbitral tribunal will be enforceable in the host economy (or for that matter in any other country outside the country where the decision was rendered and where the award creditor has identified assets of the debtor to enforce against)?

[4] For additional information on the United nations Convention on International Settlement Agreements Resulting from Mediation, see https://www.uncitral.org/pdf/english/commissionsessions/51st-session/Annex_I.pdf.

[5] For the purposes of this note, the terms "commercial" and "investment," when referring to types of disputes and arbitration processes, are assigned the following simplified meanings. (i) A commercial dispute is a dispute arising from a commercial contract, between two or more businesses, or between a state and a businesses; commercial arbitration is the arbitration of disputes between parties to contracts with arbitration clauses. (ii) An investment dispute usually refers to a dispute related to foreign direct investment arising between the foreign investor and the government of the host economy. Although in the case of a commercial dispute, arbitration is based on the contract between the two parties, in the case of a foreign investment dispute, recourse to arbitration may stem from (a) a contract or establishment agreement between the host state and the investor, (b) the domestic investment legislation of the host country (Investment Code), and/or (c) an international investment agreement (such as a bilateral investment treaty to encourage the promotion and protection of private investments between the country of the investor and the host country, or a plurilateral free trade agreement with an investment chapter. In practice, the terms "investment dispute" and "investment arbitration" are often used to mean any dispute and arbitration involving a host state and a foreign investor, regardless whether the dispute arises from a contractual agreement or a treaty.

[6] The New York Convention, Art. 1, provides that the Convention also applies to awards "not considered as domestic in the State where recognition and enforcement is sought." One scenario is when the seat of arbitration is in a foreign state (as in the examples provided in this note), and the other scenario is when the award is issued in a host state but considered "non-domestic." Many national arbitration laws, based on the UNCITRAL Model Law on International Commercial Arbitration, define international arbitration not just based on the seat of the arbitration being outside the host state, but also based on whether the dispute is international in nature; see Art. 1 (3) UNCITRAL Model Law.

Box 1: Typical Scenario Illustrating Why the New York Convention is Needed

The names of the countries and the arbitral institution chosen by the parties were selected randomly. The following is a typical (and simplified) scenario to illustrate how the process works and why the New York Convention plays a critical role.

A South African company has entered into a commercial contract with a large local firm in Côte d'Ivoire. The parties have included in their contract an arbitration clause providing that any dispute arising from or in connection to the contract will be settled by way of international commercial arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC).

During the course of the contractual performance, a dispute arises and, as per the contract, one of the parties activates the clause by filing a request for arbitration with the ICC Court of Arbitration in Paris, France. Several months later, the arbitral tribunal, convening in Paris, renders its decision (called an arbitral award), finding in favor of the South African company.

At this point, the South African company faces a concrete challenge: how can it have this decision enforced in Côte d'Ivoire, where all the assets of the award debtor are located, by the local courts of that country?

Fortunately, Côte d'Ivoire has signed and ratified the New York Convention, which means that the government of the country is legally committed to recognizing and enforcing in Côte d'Ivoire, through its state court system, the arbitral awards that have been issued overseas (for instance, as in the above example, in France).

If, instead, Côte d'Ivoire had not acceded to the New York Convention, such recognition and enforcement would not be guaranteed and would be extremely difficult to secure.

In the reverse situation (the arbitral tribunal in France finding in favor of the company in Côte d'Ivoire), the company in Côte d'Ivoire would also be able to enforce the award in South Africa, which has signed and ratified the same Convention.

In this example of a commercial dispute, the companies from Côte d'Ivoire and South Africa are likely to feel more confident about doing business in the other country, knowing that, should a dispute arise and necessitate international arbitration, the award would be enforceable in both countries. Both companies are also able to enforce an arbitral award in their favor in any other country that is a signatory to the New York Convention where they manage to locate assets of the award debtor. Expanding this scenario to all signatory countries and their businesses shows what a powerful and confidence-enhancing instrument the Convention is.

Box 1 describes a simple scenario that illustrates why the New York Convention is extremely relevant and needed.

The scenario described in box 1 is one of the frequent, indeed very common, situations in cross-border commercial or investment matters, when the New York Convention becomes highly relevant.

It is also important to note that the Convention is not only relevant for enforcement of arbitral awards in commercial (business-to-business) disputes, but also for investment disputes between an investor and a host government, what is commonly referred to as investor-state dispute settlement (ISDS). The Convention applies to foreign awards rendered in investor-state arbitration, with one notable

exception: an arbitral award rendered under the International Center for the Settlement of Investment Disputes (ICSID)[7] can be enforced in the courts of any ICSID member state as though it were a final judgment of that state's courts.[8] That exception aside, all other foreign arbitral awards rendered in the context of international arbitration of investor-state disputes will face the same issues of recognition and enforcement as any arbitration award rendered in a commercial dispute. It is fair to say, however, that the largest impact of the New York Convention is in the area of commercial disputes, as most investment-related investor-state disputes are resolved under the ICSID mechanism and thus do not need the New York Convention (only the non-ICSID ISDS cases will need it for their recognition and enforcement in a different jurisdiction).

A specific economic benefit of stronger arbitration regimes, including observance of international commitments to recognize and enforce foreign arbitral awards through domestic courts, is higher levels of foreign direct investment (FDI).[9] Countries that improve their international arbitration regimes by adopting the New York Convention tend to receive more FDI inflows. Stronger arbitration regimes tend to result in increases in FDI because firms are willing to make larger investments due to lowered transaction risk. Berkowitz, Moenius, and Pistor (2006) demonstrate that adopting the New York Convention has a particularly strong effect on exports from countries with weaker legal systems.[10] This is because ratification of international conventions on arbitration, such as the New York Convention, mitigates the perceived weaknesses in domestic legal systems and sends a signal of the willingness of domestic institutions to commit to international arbitration norms. Although that signal may not be credible at first, the study suggests that the pressure to restore the credibility of domestic institutions eventually leads to improved institutional quality.

Having established the importance and relevance of the New York Convention as an instrument that provides confidence to parties that arbitral awards rendered overseas will be enforceable, we move to a few questions.

What do Signatory Countries Need to do to Give Full Effect to the Convention? Is Signing and Ratifying the Convention Sufficient for it to Be Implemented and Actionable?

The simple answer is no. Signing and ratifying the Convention is a *necessary but not always sufficient step.*

Signing and ratifying the Convention sends a strong, positive message to foreign investors and gives them a sense of confidence that international arbitration agreements are respected and encouraged by the host country. Studies also show that ratification of international conventions on arbitration, such as the New York Convention (and the ICSID Convention), helps mitigate the perceived weaknesses in domestic legal systems and sends a signal of the willingness of domestic institutions to commit to international arbitration norms.[11]

However, this is far from enough to ensure that local authorities and, most importantly, local courts abide by the commitment that the country has made under the Convention (see the example in box 2).

[7] ICSID is the main forum for the settlement of investment disputes between states and investors under the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (1965), also known as the Washington Convention. The Washington Convention is the other major international convention in the area of dispute settlement, but it only applies to investor-state disputes. For additional information, see www.icsid.org.

[8] Article 54(1) of the ICSID Convention.

[9] Paniagua and Myburgh (forthcoming).

[10] Berkowitz, Moenius, and Pistor (2006).

[11] For instance, Berkowitz, Moenius, and Pistor (2006).

Box 2: Signing and Ratifying the Convention is Not Enough: An Example from Southeast Asia

A member country of the Association of Southeast Asian Nations (ASEAN) assented to the New York Convention over 20 years ago, but it has had a negative record on recognition and enforcement of foreign arbitral awards. Between 2005 and 2014, the country's courts received 52 requests for award enforcement. Of these requests, 46.2 percent were rejected, 44.2 percent were recognized, and 5.8 percent were suspended or still under consideration. This scenario indicates relatively poor performance compared with its peer countries, which have achieved a rate of between 90 and 100 percent recognition and enforcement of the total award requests submitted to the courts. Additionally, due to a lack of adherence to time limits provided under the country's civil procedure legislation, it commonly took at least one or two years to complete a recognition and enforcement procedure.

This situation has had, and continues to have, a major impact on the country's cotton trade, among other sectors. The country ranks among the biggest "award defaulters" in value owed to suppliers under *outstanding* arbitral awards.

Well aware of the risk of nonenforcement, the cotton suppliers manage this risk by concluding deals only with a limited number of local buyers that they know to be trustworthy, and at higher prices, without extending them trade credit, which is common in the cotton industry. This situation can obviously limit the expansion of the garment industry in this ASEAN economy, since it heavily relies on steady supplies of high-quality cotton.

What are the Obstacles to the Practical Implementation of the Convention?

A range of factors explain such implementation issues. In some countries, there is sometimes a simple *lack of understanding or information* on the part of local (state) judges about arbitration and/or the New York Convention and its effect, especially if the Convention has not been domesticated in the country's legal system through national legislation. If judges are not aware of the Convention and its effect, enforcement of a foreign award in the state courts is unlikely to be easy or straightforward.

In other instances, there are reports of some *hostility* on the part of local judges toward arbitration as a way of resolving disputes. Judges sometimes see arbitration as a threat to their role, "unfair competition," or a concept that lacks legitimacy. This may be the case even though their country may have recognized arbitration as a valid dispute settlement mechanism in its domestic laws and may have signed and ratified the New York Convention.

In other cases, judges may have a sort of p*rotectionist* or nationalistic bias and would choose to ignore the Convention or interpret it in a very narrow way, to favor the local party and refuse to enforce an award that was rendered against a local firm. This latter risk is even more pronounced when the local firm that is party to the contract is a state-owned enterprise (SOE). A local judge may then see it as their "national duty" to protect the local SOE, an asset or agent of the state, against foreign arbitrators and the foreign company with which the SOE has had a dispute.

Another obstacle arises when a country has ratified the Convention without subsequently passing implementing legislation, when such *implementing legislation is required by national law*.[12] In countries where such a process is required to give full

[3] However, the New York Convention is a "self-executing treaty," which means that state courts can apply it directly without any need for domestic (implementing) legislation. Many countries have passed implementing legislation that is consistent with or even more favorable than the provisions of the New York Convention.

effect to an international convention or treaty, the consequence of that lack of action by the government is that judges simply will not acknowledge the Convention as being binding on them.

The descriptions of these obstacles should not be interpreted as a criticism of the judicial systems and state judges. By definition, this note looks at situations where enforcement is problematic explores reasons that may explain such difficulties. Fortunately, there are many more situations where the enforcement of foreign awards goes without any difficulty. This focus note acknowledges the positive sequence over many years of awareness raising on the benefits of the Convention for attracting and retaining investment.

Is there any legal recourse when signatory states fail to implement the Convention?

The merits and usefulness of the New York Convention are clear and significant. Precisely because of the importance of the Convention for fostering cross-border business transactions and investment, the *lack of monitoring* of the Convention's implementation is regretable. In other words, there is no international body that actively verifies whether all the signatory countries (and their courts) are fully in compliance with the Convention and the commitments made therewith. There are examples of countries whose courts refuse to enforce valid foreign arbitral awards, often on dubious grounds, although these countries have signed and ratified the New York Convention. Some recent examples of this phenomenon were observed in South Asia and East Asia.[13]

What Else can be Done to Give Effect to the New York Convention?

A first step toward a solution is the provision of capacity building to stakeholders tasked with implementing the Convention in each signatory state. Capacity building can take many shapes and forms, from integrating the topic into the curriculum in local law schools and judicial schools, to organizing specialized, practical workshops and seminars for practicing lawyers, judges, and court officials. It is critically important to provide training to judges, but also local lawyers—public and private—and other government officials on the New York Convention, its meaning, how to interpret it, and so forth.

Training is often organized and conducted by the government, through its Ministry of Justice, the Judiciary, or the Attorney General's office. but training can also be organized by the private sector, that is, by international or regional arbitration associations, the national arbitration center (when there is one), or even by law firms. In Myanmar, for example, a British law firm has been successfully delivering training on the New York Convention and alternative dispute resolution to a range of government officials, with support from the U.K. government (Department for International Development). Various public and private training institutions and centers around the world provide this type of capacity building. UNCITRAL is very active in this field. The World Bank Group also provides such capacity building and, in some countries, has supported training for judges on the New York Convention as part of a lending operation or technical assistance project; for instance, it has done so in Burundi, Central Africa, Cambodia, and Vietnam.

The World Bank Group has sometimes provided further support for the adoption and implementation of the New York Convention. Box 3 describes an example of what a New York Convention–related intervention by the World Bank Group's Investment Policy team would look like.

A second possible solution is the following: countries that adhere to the Convention could designate a *specialized higher-level government agency, such as a Ministry of Justice, and/or specialized court* to review requests for enforcement of foreign arbitral awards. The benefit of this approach is that it would develop a small cadre of experienced and specialized experts/judges who would build expertise over time and be well versed in how to interpret the Convention. This should facilitate the enforcement of foreign awards in the country in question.

[13] UNCITRAL (2008). See also Zhang (2018) and Sattar (2017).

Box 3: Supporting a Country in Acceding to and Implementing the New York Convention

The World Bank Group Investment Policy and Promotion team can assist a client developing country on the New York Convention in several ways. The specific assistance offered will be tailored to fit the beneficiary country's needs, circumstances, and starting point. In general, the following activities may be part of an Investment Policy project or components of the broader World Bank Group/International Finance Corporation engagement in a country:

- Developing an Action Plan for the country's accession to and implementation of the New York Convention—the document specifies the actions to be taken, the target dates, and the responsible government entity(ies) for each action
- Conducting an assessment of the benefits and potential challenges of accession
- Sharing lessons learned by other countries from their accession to the New York Convention and formulating recommendations applicable to the beneficiary country
- Evaluating the comments and concerns expressed by key stakeholders (public and private) during the consultation phase
- Reviewing state practice in making declarations and reservations under the New York Convention and providing guidance on good international practices on the drafting of such declarations and reservations by the country
- Determining the content of the necessary enabling and ancillary legislation related to the accession
- Conducting public awareness campaigns in the private sector as well as capacity building (training workshops) for civil servants, lawyers, judges, and other relevant professions.

Additional implementation and capacity building can be discussed with the country following its accession to the Convention, based on the specific challenges that are identified.

For instance, in Vietnam, the World Bank Group's Debt Resolution team worked closely with the Supreme People's Court and the Ministry of Justice to provide a series of trainings on arbitration, mediation, and enforcement of international arbitration awards, to economic court judges from all the provinces in the country. As part of increasing judicial capacity in implementing the Convention, the World Bank Group translated into Vietnamese the International Council for Commercial Arbitration's Guide to the Interpretation of the 1958 New York Convention,[a] and assisted the Supreme Court in preparing a detailed Arbitration and Mediation Judicial Manual to guide local judges in the application of the country's revised national legislation, which domesticates the provisions of the New York Convention in Vietnam.[b]

Notably, the training has had a marked improvement in enforcement of domestic arbitral awards too, as seen from the dramatic decrease in the number of arbitral awards that have been set aside—none in 2015 and only two in 2016. Investors' increased confidence in utilizing Vietnam's domestic alternative dispute resolution mechanisms was also observed, as the number of commercial cases settled through mediation or filed to arbitration increased more than tenfold, from 65 to 708.

[a] To date, the International Council for Commercial Arbitration's Guide to the Interpretation of the 1958 New York Convention has been translated from English into 20 other languages, with more translations scheduled for the coming months.

[b] Civil Procedure Code of Vietnam, as amended in 2016.

A third way to foster implementation of the Convention is to incorporate the main provisions of the Convention into a national law, which may make it easier for local judges to apply. This is particularly recommended for countries whose language is not one of the five official languages of the Convention (namely, Chinese, Russian, English, French, and Spanish). The incorporation of the Convention or its key provisions could, for instance, be done in the *Code of Civil Procedure (as is the case of Vietnam, for example*) or in a stand-alone *Arbitration Act*, as the case may be. Going one step further could include a set of civil procedure rules aimed at expediting enforcement procedures. In 2008, UNCITRAL published a comprehensive study of New York Convention member countries' approaches to implementing the Convention into their national legislation, which also includes information on the specific rules of interpretation of the Convention used by national courts.[14] The UNCITRAL Secretariat should be the first contact point for governments interested in adhering to and implementing the Convention.

Conclusion

Trade and investment are increasingly and inextricably linked. Firms that engage in commercial or investment transactions across borders, with other firms or governments, will often resort to international arbitration to resolve their disputes. How to enforce in one country an arbitral award rendered in another is one of the main challenges raised in this type of dispute resolution method.

For countries that want to promote trade and investment in their territory, signing and ratifying the New York Convention is a measure that can enhance business confidence. However, as this note has shown, signing and ratifying the Convention are necessary but not sufficient steps. The note provided examples of tangible actions and measures that can and should be taken to give effect to the Convention. These measures may be relatively easy to undertake by the authorities of the countries concerned. However, in the case of developing countries, they may be integrated into programs of assistance by the World Bank Group and other development partners, to strengthen the judicial system, promote the rule of law, build the capacity of judges in commercial law and commercial disputes, and establish functioning alternative dispute resolution centers. The efficient functioning of arbitration as a mechanism to resolve commercial and investment disputes largely depends on the local judiciary. State courts and judges have and will continue to have a key role to play in understanding and supporting effective arbitration frameworks and processes, including through instruments such as the New York Convention.

[14] The compilation is available at http://www.newyorkconvention.org/uncitral/sessions.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Additional Resources and Reading

A large number of efforts by international organizations, public and private, provide guidance on the application and interpretation of the New York Convention. Citing all of them would be impossible. However, we would be remiss not to start with the remarkable work of the UNCITRAL Secretariat. See, for instance, the UNCITRAL Secretariat Guide on the New York Convention and the web platform: http://www.newyorkconvention1958.org.

The platform includes cases on the implementation of the New York Convention by certain countries:

http://newyorkconvention1958.org/index.php?lvl=cmspage&pageid=9.

The International Chamber of Commerce's guide for enforcement of awards is also a very relevant and useful resource: https://iccwbo.org/media-wall/news-speeches/new-guide-enforcement-awards-now-available-online/.

The International Council for Commercial Arbitration (ICCA) has published a detailed guide for judges on the implementation of the New York Convention, which is available in 13 languages (including Arabic, Burmese/Myanmar, Chinese, English, French, Russian, Spanish, Portuguese, and Turkish, among others): http://www.arbitration-icca.org/publications/NYC_Guide.html.

The ICCA Yearbook Commercial Arbitration (http://www.arbitrationicca.org/publications.html), published by the same organization, is the major source of international arbitration jurisprudence, including commentary on court decisions applying the New York Convention.

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