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 p p ? %0 = M Arbitrability
 Definition+ SWhether the dispute under the arbitration agreement could

be settled by arbitration Why not arbitration+ jPublic interest

consideration Different interpretation in different period of time even in the same state

7Sion Soleimany (father) v. Abner Soleimany (son) p.118 H^rrr rr^rr rr rr

+ Engaged in the export of Persian carpets from Iran in contravention of Iranian Revenue

Laws and export controls Award Court procedures Non-arbitrable Matters

By statute By case Applicable law + kProper law of the contract Proper law of the arbitration agreement Law of the place of arbitration Lex loci c^rr

+Authorities that decide the applicable law+ Arbitral tribunal National court the court with jurisdiction where the arbitration is taken place where the enforcement is sought !k^ SPA Italy v. MOD Iraq p.129+ P^Ks to build ships for Iraq navy b/w the parties with arbitration clause Effect of UN embargo in 1990 on the Ks SPA's claim for the frustration of Ks and damages before Ks were performed Ct. of first instance !! no jurisdiction Ct. of Appeal: non-arbitrability of the case according to Italian law "(r+Z+r+Z)r"

& dState's capacity to arbitration and applicable law+ ?^ELF Aquitaine Iran (France) v. National Iranian Oil Company (NIOC) p.135 K b/w NIOC and ERAP(French state agency) & Sofiran ERAP entitled to buy certain discovered oil at a preferential price ERAP transferred rights to ELF Arbitrability of the dispute on nationalization issues The arbitrator ruled his own jurisdiction "@+P a€ , t d r^T . M. S. A. (Belgium) v. Co. M.

(Switzerland) p.151+ eExclusive distributorship agreement between the parties with Swiss Law applicable Arbitration agreement is invalid under the Belgian Law because the subject matter is non-arbitrable. Belgian District Ct. granted the claim Ct. of Appeal reversed on the ground that arbitrability is ascertained according to the law which applies to the arbitration agreement

f+Pf^L , S r^Q Securities Arbitration+ eWilko v. Swan (1953)

Sherk v. Alberto-Culver Co. (1974) Rodriguez v. Shearson/American Express (1989)

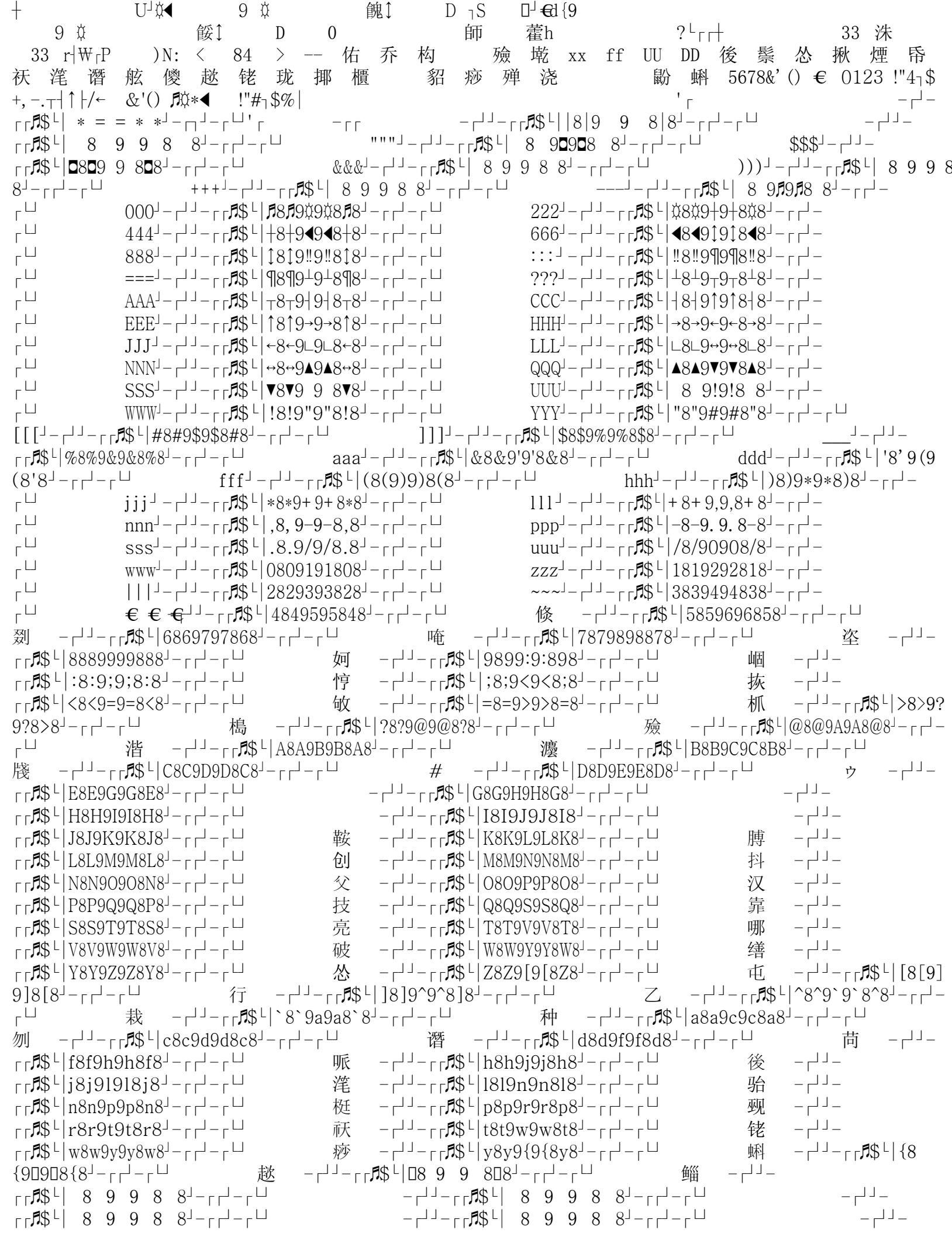
\$| r^+| r^L Arbitration for IP Rights + [Dispute over the validity of the rights Dispute under the licensing agreements US practices Antitrust

Claims+ X^American Safety Equipment Corp. v. J.P. Maguire & Co. (1968)→ 蝎Xb尊療誰y N剗壇畫 N清→憤忿N紳賀X_翌砾^0 Mutsubishi Motors Corp. v. Soler Chrysler-Plymouth(1985)→ T R R^:^W剗轢蝎Xb尊療誰剗銅B1Cgy橈S錘→憤忿N紳剗賀X_翌砾^0 P<^rrr rr^rr!rr

Labor dispute+ , Arbitrable unless the law provides otherwise #

Practices in China+ HArbitration Law Art. 2 Securities Intellectual properties

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the rights Dispute under the licensing agreements US practices Antitrust
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Labor dispute+, Arbitrable unless the law provides otherwise #

Practices in China+ HArbitration Law Art. 2 Securities Intellectual properties

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体 Tahoma Wingdings Blends+Chapter 4 Arbitrability Definition¶Why not arbitration8Sion Soleimany (father) v. Abner Soleimany (son) p.118↑Non-arbitrable Matters +Applicable law ,Authorities that decide the applicable lawSPA Italy v. MOD Iraq p.1294State's capacity to arbitration and applicable law/M.S.A. (Belgium) v. Co. M. (Switzerland) p.151+Securities Arbitration[←]Arbitration for IP Rights ◀Antitrust Claims♪Labor dispute!!Practices in China + ▲ 已用的字体[□]▲演示文稿设计模板[□]幻灯片标题[□]