Russian Arbitration Center

at the Russian Institute of Modern Arbitration

ARBITRATION DIGEST MAY 2022

CASE LAW DEVELOPMENTS

Supreme Court Would Not Have the Arbitral Award Amended

In the bankruptcy of OJSC GlobalElectroService, PJSC FGC UES filed an application with the Moscow Arbitrazh (Commercial) Court to be included in the register of creditors. Its claims were based on an arbitral award recovering a penalty for a delay of performance of works from OJSC GlobalElectroService.

The court of first instance denied inclusion in the register, reasoning that the dispute arising from a contract for the construction of power transmission lines was non-arbitrable, as the contract was made for public needs. The court of appeal reversed that judgment and included the claim in the register, but reduced the penalty, believing it to be disproportionate. The cassation court upheld the appellate ruling.

The Supreme Court agreed that the court of first instance had no grounds to refuse to include the award-based claims in the register. It also thought, however, that the appellate court proceeded to hear the dispute under general rules and reduced the penalty without proper grounds to do so. The case was remitted to the appellate court for re-examination.

Read

Non-Fungible Arbitration

A major NFT (non-fungible tokens) platform has put forward a motion that its dispute with a client who fell victim to a hacker attack be heard in arbitration.

The relevant application was filed by the OpenSea platform with the US District Court for the Southern District of Texas. The platform's representatives claim that the plaintiff had consented to arbitration under the JAMS Rules at least thrice: when he made transactions on the platform, when he connected crypto wallets to OpenSea, and used the OpenSea mobile app.

The claim against the platform was filed after a phishing attack, as a result of which the claimant had his valuable NFT Bored Ape stolen and sold to third parties.

Read

An American Forbidden to Pay Compensation under an Arbitral Award "Until He Dies"

An American, Clifton Roe, made an agreement with Nano Gas to develop his innovative invention (a nozzle that disperses gases into liquids). Roe assigned the invention to Nano Gas as part of a collaboration agreement and received 20% of shares in Nano Gas and a seat on the Board of Directors. However, the

project fell through, and Roe decided to get his invention back, together with the intellectual property created by another Nano Gas employee, which triggered an arbitration.

The arbitration ended in the sole arbitrator's award ordering that Roe cover the financial losses of Nano Gas save for the compensation for his work on the invention. The financial losses were assessed at USD 1.5 million, while the compensation for his work, at USD 1 million, hence Roe has USD 500,000 to pay to Nano Gas.

In his award, the arbitrator indicated that Roe could pay the compensation "in such manner as [he] chooses". Since Roe continued to be a shareholder, he decided that he would be compensating the losses with the dividends he received until the day he died. Nano Gas applied to a superior court to review the award. The Court for the Seventh Circuit came to the conclusion that such an interpretation was unreasonable and that the respondent was not granted the discretion to decide how to pay the damages.

Read

As a Man Sows, So Shall He Reap

A cannabis producer Verano announced its victory in an arbitration against Nicholas Nielsen, convicted for the unlawful cultivation of marijuana. The latter claimed that he had been cultivating marijuana as an employee of the producer of medical marijuana Natural State, rather than as a private party. That said, the seedlings, he alleged, had been purchased from Verona and delivered by courier to Nielsen's doorstep in Arkansas, where marijuana cultivation is outlawed.

For that reason, Nicholas Nielsen filed more than 50 claims against individuals and legal entities involved in the lawful production of marijuana, accusing them of his trouble with the law. The effective laws of some US states permit the cultivation and trade in cannabinoids, which is why such companies as Natural State, where Nicholas Nielsen worked, are officially operating in their territory. He did, however, also grow the plants in his home in Arkansas, where that activity continues to be prohibited under criminal law, therefore, had his accusations of Verano been upheld by the arbitral tribunal, the company could have faced serious criminal charges of unlawful drug trafficking and trade.

Read

Harmony and Unity of Approaches of French Courts

The dualism of the French civil and administrative regime has led to the same approach being applied in the case of *Société Tecnimont SpA and Société TCM FR SA*, *Conseil d'Etat*, 20 July 2021, Case No. 443342, bringing closer the jurisprudence of the Council of State (*Conseil d'Etat*) and the Court of Cassation regarding review and annulment of arbitral awards.

In 2004 the public entity Gaz de France (that became private in 2005 and retroactively assigned its rights to a private subsidiary, Fosmax) made a contract for the construction of a liquid natural gas terminal with

the construction consortium STS, at the time comprising Sofregaz (now TCM), SN Technigaz (that later assigned its rights to Saipem and Tecnimont) and Saipem.

After the inclusion, in 2011, of an ICC arbitration clause and discovering a number of serious defects, Fosmax was forced to seek the assistance of other contractors to rectify those defects, and in 2012 it initiated an arbitration against the consortium, claiming, among other things, a compensation of the costs it incurred due to the engagement of other contractors and relying on the French concept of "*mise en régie*", pursuant to which a public company may replace a contractor that fails to duly perform its obligation, with another contractor to remedy the defects at the former's expense, even where a contract makes no reference to that rule.

The tribunal, ruling in 2015, disregarded that principle and dismissed all of Fosmax's claims on the compensation of the costs of engagement of external contractors, holding that STS was to pay to Fosmax almost EUR 69 million, while Fosmax was to pay EUR 128 million to STS. Since the "mise en régie" principle is an imperative rule of the French public policy, Fosmax approached the Council of State, France's supreme administrative court, seeking to annul the award. After a minor internal dispute on competence and the proper forum – civil or administrative – for hearing that application, and the referral of the case back to the administrative forum, that is, the Council of State, the latter granted Fosmax's claim to the extent related to the payment of compensation under the "*mise en régie*" rule. Subsequently, a new arbitral tribunal seized with that dispute satisfied Fosmax's claims on the compensation of expenses incurred due to the replacement of the contractor, and ordered that the consortium pay EUR 32 million.

The consortium did not agree with that award and applied to the Council of State to have it set aside. Nonetheless, the Council of State emphasized, that when reviewing the first award, the Council only reversed the part that violated the imperative rules of the French public law, leaving it up to the arbitral tribunal itself to determine whether the test for the application of the relevant regime in the case was met, and underscoring that the annulment procedure was not an appellate procedure.

As a result, in refusing to review the findings of the tribunal on an imperative rule of public law, the Council of State followed the path of the French Court of Cassation, confining itself to the issue of the award's consistency with public policy.

Furthermore, the Council of State also stated that dismissal of an application for the annulment of an award amounts to a writ of execution in accordance with article 1498 of the Civil Procedure Code of France and confers an exequatur with respect to the award ("*confère l'exequatur à cette sentence*").

Read

The Battle for the Green Future Will Unfold in Arbitration

Jin Cheng Mining Company Ltd. applied to the ICC with a claim to be awarded 15% of shares in a joint venture (JV) that was developing the world's largest lithium deposit. The company argues that that shareholding was lawfully purchased from another participant of the JV – the Congolese public company Cominiere.

The respondent in the arbitration – the Australian company AVZ – in turn submits that those shares could not be sold since the shareholders' agreement made by and between the JV participants provided for the

right of the existing shareholders (that did not include Jin Cheng Mining Company Ltd.) to preempt any share sale.

Today, AVZ is the largest shareholder in the JV with a share of 75% and can effectively control its operations, but that position of the Australian investor is in jeopardy. Apart from Jin Cheng Mining Company Ltd., another Chinese investor is trying to challenge the sale of its shareholding in the JV to the Australian investor before a Congolese court.

The investors' vigorous fight over the deposit is due to the boom in the global market for electric cars, and their production requires lithium. The owner of the Manono deposit will have every chance to find itself on the list of the key beneficiaries of the green transition.

Read

Despite an Arbitration Agreement, the Claim by Tesla's Ex-Employee Will Be Heard by a Court

In November 2021, a former Tesla plant employee, Jessica Barraza, filed a sexual harassment and workplace discrimination lawsuit with the Alameda County Superior Court. In turn, Tesla demanded that the dispute be arbitrated, since Ms Barraza signed an arbitration agreement.

Barraza's legal counsel insisted that the arbitration clause was invalid, as the employer informed the new employee of that clause only after she quit her previous job and effectively had no choice (the clause was imposed on her). According to the plaintiff's representatives, Ms Barraza did not realize that by consenting to arbitration, she was waiving her right to go to court. Furthermore, the arbitration clause was made in such a way that Tesla itself was entitled to go to court on some claims against its employees (in case of intellectual property, non-disclosure, and non-compete complaints).

Judge Stephen Kaus accepted those arguments and ultimately dismissed Tesla's application to move the dispute to arbitration.

Read

US Supreme Court on How Long Can a Party Pursue a Claim in Court without Raising the Arbitration Clause

In *Morgan v. Sundance*, the Supreme Court unanimously reversed the appellate court's ruling to refer the claim filed by a former Taco Bell employee to arbitration and remanded it for a new trial.

The claimant in the case sought to be compensated for overtime work, arguing that the employer was involved in machinations regarding the calculation of working hours, resulting in the employees being deprived of the right to be paid for overtime. The claim was initially filed with a state court and although the

employment contract contained an arbitration clause, the employer had participated in the legal proceedings for eight months, without invoking the arbitration agreement available between the parties.

Later, however, the respondent filed a motion to refer the case to arbitration. The courts of the first and appellate instances agreed with the respondent, but the Supreme Court called their approach into question. It indicated that the Federal Arbitration Act was designed to place arbitration agreements on equal grounds with other types of contracts and did not entitle the courts to make up procedural rules favoring arbitration.

Read

You Sly Foxes, Watch Your Tails: US Court Forbids Using Bank Guarantees Until the Final Resolution of the Dispute

General Electric and an Algerian government-owned electricity company entered into a USD 234 million contract providing for the construction of a power plant in Algiers. Performance of works under the contract fell behind the schedule. According to General Electric, that was caused by delays on the part of the Algerians. After lengthy negotiations to settle the dispute, in May 2020 General Electric filed an ICC claim seeking compensation of the extra costs it incurred due to idle time.

However, the hearing was postponed as the Algerian company threatened that it would use the bank guarantees issued in its favor at the execution of the contract. After another threat to resort to the bank guarantees should General Electric not accept the settlement terms immediately and terminate the ICC arbitration within three days, the ICC Tribunal enjoined the Algerian party from claiming performance under the bank guarantees until the final award in the case.

Eventually, General Electric persuaded a New York state court to enforce the interim relief granted by the arbitral tribunal against the Algerian company.

Read

INVESTMENT ARBITRATION NEWS

Attaching the Assets of the Yemen Central Bank in the US: How to Fail?

Enforcement of an arbitral award issued against a state is a daunting task that the Indian company Gujarat State Petroleum now faces. In 2015 it prevailed in an ICC arbitration, demonstrating that force majeure prevented it from performing its obligations under a product sharing agreement with Yemen and allowed it to terminate the agreement lawfully.

Under the agreement, the company undertook to collect and analyze seismic data, as well as perform drilling works. Yet, the unsafe situation in Yemen in 2011 prevented the company from dispatching its employees there. That those facts directly affected performance of its obligations under the agreement and became the reason for its termination was also accepted by the tribunal that deemed the termination lawful and ordered a compensation of arbitration costs to Gujarat State Petroleum in the amount of USD 3.78 million.

In an attempt to get the award enforced, Gujarat State Petroleum applied to a US court, expecting to discover information on the Yemen Central Bank's assets held by the Federal Reserve Bank of New York. The judge dismissed that request, reasoning that most of the information requested had nothing to do with a search for Yemen's assets. In particular, the company was requesting information on the net present value and the funds in the Central Bank's bank accounts, the value of all cash, investments, assets, and other property owned by the Central Bank, as well as on all assets and liabilities. According to the court, that request was overly broad. At the same time, the court rejected the bank's argument to the effect that such information was privileged by virtue of sovereign immunities. The court intends to hold a hearing with the parties to determine the next steps for disclosure.

Read

Enforcement Gone Too Far: Attachment of Funds under an Award in a Telecom Dispute Has Affected India's Aviation Industry

As a result of the termination of a major deal with the Indian government-owned telecoms company Antrix, the investors have been awarded a significant amount of money in various arbitrations (USD 1.5 billion, USD 11 million, and USD 132 million).

In search for Indian assets, the investors applied to a Canadian court with a request to enforce the award using a portion of the funds that the International Air Transport Association (IATA) owed to the Indian air carrier Air India. At first, the creditors' claim was satisfied, but later the Superior Court of Quebec revoked the order, ruling that it could not be made *ex parte*, that is, in the absence of the AAI (the Airports Authority of India). The Court has also ruled that only a half of the funds payable to Air India should be arrested.

The investors unsuccessfully sought to challenge the Superior Court's judgement, arguing, among other things, that India was to withdraw from the IATA, but the Court stated that such scenario was only "hypothetical". As it has turned out, however, the investors were right: the Indian authorities, in view of the threat of the enforcement of the arbitral award, have decided to leave the IATA. Finally, the Canadian Court

has again permitted an attachment of the funds of Air India, and, from 1 April, the AAI has started to collect fees directly from foreign aviation airlines.

Read

Dual Nationality: an Opportunity or a Sentence?

Mohamed Abdel Raouf Bahgat officially renounced his Egyptian nationality after emigrating to Finland in 1971. Having lived as a Finnish national for quite a long time, in 1997, Mohamed Bahgat won a concession to develop and operate a mining project in the Aswan region in southern Egypt and restored his Egyptian nationality in connection with that project.

In 2000, Mohamed Bahgat was arrested by the Egyptian authorities and sentenced to 15 years' imprisonment and correctional labor for allegedly illegal money transfers. Even though the Egyptian Supreme Court pronounced that Mohamed Bahgat was to be acquitted, his assets remained frozen and his freedom of movement, restricted.

All of that forced Mohamed Bahgat to commence an arbitration against Egypt, where he, as the claimant, invoked a breach, by Egypt, of its obligations to grant fair and equitable treatment to investors under the 1980 and 2004 BITs made between Finland and Egypt.

The respondent objected against granting the claimant's claims, contesting the applicability of the BITs in the case. According to Egypt's representatives, Mohamed Bahgat did not hold a Finnish nationality in the periods in question and, thus, could not possibly fall under the protection of the BITs. The dispute dragged on, and the arbitration was stayed for 3 years to establish what nationality Mohamed Bahgat had. After resolving a number of administrative disputes, the Finnish Supreme Administrative Court concluded that Mohamed Bahgat retained his Finnish nationality, in addition to his Egyptian one. Governed by the decision of the Finnish Supreme Administrative Court and international rules of treaty interpretation, the arbitration panel ruled that it had jurisdiction to hear the dispute, as it involved a Finnish citizen, and dismissed the arguments of Egypt to the effect that a citizen with a dual Egyptian-Finnish nationality was not allowed to file a claim stemming from the BITs.

Dissatisfied with the arbitral award in favor of the investor, Egypt filed a setting-aside application with the District Court of the Hague. In dismissing the setting-aside application, the Court has found that the BIT contained a broad definition of the term "investor" that covered, inter alia, dual nationals. The Court was also mindful of the fact that, in the BITs signed by Egypt with other states, individuals with dual nationality were expressly excluded from the category of "investors". The Court has not identified any violations of due process occurring in the course of the arbitration and found that the investor's Finnish nationality was the dominant one in the case.

Another interesting detail is that the investor initially relied on third-party funding to submit the dispute to arbitration. This May, it has become known that a party that had provided the funding – Buttonwood Legal Capital – has approached the Commercial Court in London asking to recover the funds owed to it in the amount of GBP 14.5 million and stating that, up until now, the investor has not made any payments to it as a funder.

Read

Finnish Company Gasum Files an SCC Claim against Gazprom Export

The Finnish energy company Gasum has commenced an SCC arbitration under the long-term gas supply contract concluded with the Russian company Gazprom Export.

The arbitration has to do with Russia's recent decision to receive payments under gas contracts in Russian rubles instead of euros. Gasum has also stated that, apart from the change of the payment currency, the parties disagree over other provisions of the contract as well.

This arbitration is the first reported dispute arising from Russia's demand to receive payments under gas contracts in Russian rubles.

Read

Let the Sun Always Shine and Let's Keep the Benefits Forever!

Over the past few years, Romania has faced an influx of cases under the Energy Charter Treaty stemming from the country's renewable energy incentives scheme. The downsizing of the incentives scheme was the result of the 2013-2014 reform aimed at making electricity less expensive for consumers.

In May, it was reported that yet another claim has been filed, this time by the Cyprus company Aderlyne Limited. According to experts, unlike other countries that are also reducing their incentives programs (for instance, Spain), what Romania is doing is, in fact, the "destroying the demand for the incentives mechanism".

Read

Protests or Investments: Albania's Choice

An Austrian company Ivicom Holding has filed a claim against Albania under the Energy Charter Treaty, seeking damages in the amount of EUR 150 million and claiming that the Albanian authorities have refused to grant a permit for the construction of a power plant.

In 2018, the Government of Albania entered into a contract with Ivicom for the construction of a combined cycle power plant, having conferred the status of a strategic investor on the company. The Albanian Ministry of Environment, however, refused to give an environmental permit for the plant after the eruption of local protests over the anticipated harmful impact of the plant.

Ivicom claims that Albania has not taken any steps to resolve the problem, thus making the arbitration the "simply the only option left to limit the severe financial damage" suffered.

Read

Sberbank to Go to Arbitration

Sberbank has reported that it intends to initiate an investment arbitration under the Agreement between the Government of the Russian Federation and the Cabinet of Ministers of Ukraine on the Encouragement and Mutual Protection of Investments. Sberbank has explained that decision by its disagreement with the seizure of its financial assets, as well as the shares of its subsidiary bank, in Ukraine.

The Agreement contains an alternative arbitration clause, under which, in case of disputes, a party is entitled to submit either to a competent court, or the Arbitration Institute of the Stockholm Chamber of Commerce, or an *ad hoc* arbitration under the UNCITRAL Rules.

Apart from Sberbank, the decision to seize the assets has also affected VEB.RF, which, however, has not taken any clear position on the issue yet, stating only that any and all disputes shall be resolved in the "international arbitration courts."

Read

ARBITRATION NEWS

Is There a Right to an Offline Hearing in International Arbitration?

In September 2022, a research project "Does a Right to a Physical Hearing Exist in International Arbitration?" was launched under the aegis of the ICCA. The project is relevant because of the necessity for the parties to arbitrations to conduct remote hearings due the COVID pandemic. The project involved compiling a comparative survey covering more than 70 State parties to the 1958 New York Convention.

Apart from reports on individual jurisdictions, the authors have produced a General Report, where they describe their research methodology and set out the findings that they have been able to reach. One of the conclusions is that not a single one of the jurisdictions surveyed expressly recognizes the right to a physical hearing in international arbitration, and only in some of those that right can be inferred, under certain circumstances, from the provisions of the law. In the majority of the jurisdictions, parties may agree to have a physical hearing only, but in some of those jurisdictions the court retains the right to deem such an arrangement invalid (for instance, in case it interferes with due process rights).

Read

Turkmenistan Is Making Strides towards International Commercial Arbitration and International Trade Law

In May 2022, it became known that Turkmenistan acceded to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and the 1980 Vienna Convention on Contracts for the International Sale of Goods. Thus, Turkmenistan has become the 170th State Party to the New York Convention and the 95th State Party to the Vienna Convention.

The New York Convention will enter into force for the country on 2 August 2022, and the Vienna Convention, on 1 June 2023, as the UN website reports.

Read

Toss a Coin to the Mediator

Guidelines on paying mediators for their services in bankruptcy proceedings has been provided in the case *Sears Holding Corp. v. Lampert*, Adv. Pro. No. 19-08250 considered by the Bankruptcy Court for the Southern District of New York.

On 6 April, the US Bankruptcy Court for the Southern District of New York issued an "Order Appointing Mediators" (hereinafter – the "Order"), appointing three lawyers as mediators in the case: 1) an acting bankruptcy judge, who served at the same court; 2) a former bankruptcy judge, who used to serve at the same court as well, but resigned, and, at the time of consideration of the case, worked as a private practice

mediator; and 3) a private practice mediator. The terms of compensation, however, have been set out differently for each mediator.

An acting judge, while serving as a mediator, cannot receive compensation from the bankruptcy estate or from any parties participating in the mediation, as their services are paid for as part of the salary and benefits that they receive from the US Government for the performance of their judicial duties.

As to the services of the other two mediators, those are not provided free of charge: they expect a compensation, and the Court has taken that expectation into account. For these purposes, mediators shall enter into an agreement with the claimants and respondents, which shall contain "mutually acceptable terms and conditions relating to the mediation and the mediators' fees." As far as mediators' compensation is concerned, the Order stipulates that the compensation split equally between the claimants and respondents shall be "paid upon presentation of an invoice, without further order of the Court."

Read

Effective Cross-Examination Is Easy! One Just Needs To…

The Swiss law firm Lalive has revealed three simple rules, that, when observed, allow to increase the effectiveness of cross-examinations.

The first rule is that an algorithm devised individually for each witness – that is, a list of questions – must either support your client's case, or, at least, undermine the evidence produced by the counterparty.

Second, it may be reasonable to break down the witness's evidence into smaller units which, at first sight, are neutral for the counterparty, as with this approach the narrative structure will be deconstructed, which will allow to neutralize the contested evidence.

Finally, the third rule is that, once the original narrative structure is deconstructed, all units that have been separated one from another before may be reorganized into a new structure that should support the circumstances that your client relies upon. Even if a witness understands your plan and seeks to dodge the final questions, or, without realizing it, gives truthful answers to them, you, as a representative, will achieve what you have been after – namely, obtain the evidence which supports your client's case and give the arbitral tribunal something to think about.

Read

ADR EVENTS

Registration for the Sixth Professor Mozolin Moot Court Is Now Open

On 1 June 2022, registration for the Sixth National Moot Court on Arbitration of Corporate Disputes named after Professor V.P. Mozolin was opened for participants and arbitrators. Each year, the Moot Court brings together hundreds of students from law schools from dozens of Russian regions, which makes it one of the largest and most prestigious student competitions.

This year case file raises the questions of qualification of a dispute as a corporate one, applicable law, as well as the application of the provisions of a non-disclosure agreement.

Following the results of last year's competition, the organizers have decided to hold five pre-moots across Russia, with two pre-moots held online, and all the others, offline. The winners of the preliminary rounds will get 5 extra points added to their final score in the online rounds.

Submit your registration application and read this year's case summary and the Rules of the Moot Court here.

Register as an arbitrator here.

Read

Metarbitration and Metamediation: A Seminar on Dispute Resolution in the Virtual World

An interesting seminar entitled "Healing the virtual world – Arbitration and Mediation in the Metaverse" and organized by Withers KhattarWong and the Singapore International Mediation Centre will be held on 3 June.

As follows from the title, the speakers, featuring both practising lawyers and the representatives of the arbitral institution, will discuss the role that arbitration and mediation may play in handling metaverse-related disputes, as well as their advantages in resolving various legal issues that have once again become relevant in connection with virtual reality.

Read

2023 ICC Institute Prize for the Best Legal Work in International Commercial Law

The ICC Institute of World Business Law has for the 9th time announced a competition for the best-in-class legal work in international commercial law, including arbitration.

Anyone aged 40 years or under can participate in the competition. All competing works should be a minimum of 150 pages in length, drafted in English or French, unpublished before and completed less than two years prior to the date of submission. Those wishing to enter the competition should submit an electronic copy of their work and a cover letter until 3 April 2023 to iccprize@iccwbo.org. The winner will be presented with a check of EUR 10,000 at the ICC Institute of World Business Law Annual Conference, which will take place in December 2023 in Paris.

Read

ICC Forum: "Sustainability Meets Efficiency in International Arbitration"

On 30 May 2022, in Frankfurt, the ICC Arbitration Forum "Sustainability Meets Efficiency in International Arbitration" opened both online and offline, to continue from June to October 2022. Representatives of the ICC International Court of Arbitration, law firm partners, and international experts will meet to discuss topical issues of international arbitration, among which are arbitration in international supply chains, the efficiency of arbitration in international energy and infrastructure projects, investor-state arbitration, and prevention through mediation.

Read

Condicio Iuris Competition: Results

On June 1, the results of the open scientific competition of academic articles on private law "Condicio Iuris", organised by the Law Institute "M-Logos" and "Herald of Economic Justice" Journal, were announced. This year, 66 scientific articles on private law were submitted for participation in the competition from researchers from different Russian regions. Most of the authors are young researchers, master students and postgraduates. Akuzhinov Alexey became the winner of the competition, the second and the third places were awarded to Bystrov Arseniy and Rezanov Nikita.

Read

2022 International Business-Mediation Moot

On 20-23 May 2022, the final round of the International Business-Mediation Moot (IBMM) was held under the auspices of the HSE University. 18 teams from all across Russia were competing for the first three places and within seven nominations. IBMM is a competition in business mediation, whose participants are given the opportunity to immerse themselves into a new business industry, learn the specifics of conflicts peculiar to that industry, as well as meet exciting experts from the industry's business community every year. The topic of the 2022 IBMM is "Innovation in Retail". The first place in the nomination for "Best Mediator" was awarded to Team M12 (Russian State University of Justice).

Read

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