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# The Legal 500 Country Comparative Guides

# Norway

# INTERNATIONAL ARBITRATION

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Norway.

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# NORWAY
# INTERNATIONAL ARBITRATION

## 1. What legislation applies to arbitration in your country? Are there any mandatory laws?

The Arbitration Act applies to arbitration that takes place in Norway, regardless of whether the parties are Norwegian or from another country. The place of arbitration is determined by an interpretation of the arbitration agreement.

The Norwegian Arbitration Act is mandatory, but the parties may contract out of the provisions of the Act by agreement to the extent specified in each section.

## 2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Norway ratified the New York Convention on 14 March 1961 and the Convention entered into force 11 June 1961.

Norwegian law does not limit the scope of the Convention. However, Norway has made reservations to the Convention so that it applies only to the recognition and enforcement of arbitral awards made in the territory of one of the contracting states. Further, under these reservations, the Convention does not apply to proceedings where the subject matter is immovable property located in Norway or a right in or to such property. However, in accordance with the Norwegian Arbitration Act, an arbitration award will be enforced and recognized in Norway irrespective of which country it is made.

## 3. What other arbitration-related treaties and conventions is your country a party to?

In addition to the New York Convention, Norway is also a party to several other treaties and conventions relating to arbitration. The most relevant are the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (the ICSID Convention) and several bilateral investment protection agreements (e.g. with Chile, China, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Madagascar, Peru, Poland, Romania, Russia, Slovakia and Sri Lanka).

## 4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?

The Norwegian Arbitration Act is based on the UNICITRAL Model Law, but Norway has not adopted the UNICITRAL Model Law directly. One difference is that the Norwegian Arbitration Act does not require that arbitration agreements are entered into in writing. another difference is that the main rule pursuant to the Arbitration Act is that the tribunal shall to the extent possible be appointed jointly by the parties (see question 17).

## 5. Are there any impending plans to reform the arbitration laws in your country?

No.

## 6. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

Norway has traditionally favored ad hoc arbitration rather than institutional arbitration.

The main arbitration institute in Norway is the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce (OCC). The OCC's arbitration rules were last amended in 2016, and the new rules on arbitration, together with new rules on mediation, entered into force on 1 January 2017.

 

Also worth mentioning is the Nordic Offshore and Maritime Arbitration Association (NOMA). NOMA offers a set of arbitration rules which promote transparent and cost-efficient arbitrations. NOMA is not a traditional institution, but includes a procedural committee which will make decisions when provided for in the rules, for instance with regard to challenges to arbitrators.

The current NOMA rules from 2021 emphasize speed and simplicity, and have shorter time limits and omit certain procedural steps compared to the UNCITRAL Arbitration Rules on which the NOMA rules are based. For example, the deadlines for appointing arbitrators are shorter and there is no requirement for a response to the notice of arbitration.

In 2021 NOMA also introduced a fast track procedure. These rules, which provide a simpler and more efficient process, can be used when the parties have agreed to this or the claim does not exceed USD 250 000. Cases dealt with under the fast track rules are decided by a sole arbitrator.

In addition to the process rules, the NOMA has also developed a set of Best Practice Guidelines which are intended to assist tribunals and parties on certain procedural points.

## 7. Is there a specialist arbitration court in your country?

No.

## 8. What are the validity requirements for an arbitration agreement under the laws of your country?

Only disputes at the disposal of the parties may be subject to arbitration.

In addition, the ordinary rules and principles of formation and validity under Norwegian contract law apply to arbitration agreements. The Arbitration Act does not prescribe a particular form of the arbitration agreement; it can be made orally or in writing. However, pursuant to the Arbitration Act section 11, an arbitration agreement with a consumer must be contained in a separate document and be signed by both parties. In addition, arbitration agreements with consumers cannot be entered into before the dispute has arisen.

## 9. Are arbitration clauses considered separable from the main contract?

Yes, the principle of separability is codified in section 18 (2) of the Arbitration Act, which states that an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not in itself entail that the arbitration agreement is null and void.

## 10. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

The Arbitration Act section 43 states that an award may be set aside if the arbitration agreement is invalid under the law which the parties have agreed is applicable to the arbitration agreement or, failing such agreement, under Norwegian law. This is in accordance with the UNICITRAL Model Law art. 34 (2) (a) (i).

## 11. Is there anything particular to note in your jurisdiction with regard to multi-party or multi-contract arbitration?

The Arbitration Act contains no consolidation clauses. Accordingly, the tribunal cannot consolidate separate arbitral proceedings without the parties' consent. The Arbitration Act does not distinguish between different types of arbitration agreements. Although it is not expressly stated in the Arbitration Act, it is indicated in the preparatory works that multiparty agreements are recognized under Norwegian law.

## 12. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

A party is, in principle, only bound if it accepts the agreement in accordance with the rules of contract formation. Pursuant to section 10 of the Arbitration Act, a third party can be bound by an arbitration agreement if the subject matter of the agreement is transferred to such third party. Further, third parties can in some instances be bound by an arbitration agreement if they make direct claims against one of the parties to the agreement based on the agreement. In this respect, we also note that according to Norwegian rules on the binding force of judgments, arbitral awards are binding

 

on third parties to the same extent as the third parties would have been bound by an agreement regarding the subject matter of the award.

In a recent decision (HR-2023-573-A), the Norwegian Supreme Court held that an insurance company seeking recourse against a supplier was bound by an arbitration clause between the supplier and the insured party. The lawsuit brought by the insurance company was therefore dismissed by the ordinary courts. The statutory basis for the decision was section 10 of the Norwegian Arbitration Act, which states that unless otherwise agreed between the parties in the arbitration agreement, the arbitration agreement shall be deemed to be assigned together with any assignment of the legal relationship to which the arbitration agreement relates. The ruling reinforces the effectiveness of arbitration agreements, not only in relation to insurance companies, but to third parties in general. Following the ruling, it is now established that if a claim is transferred to a third party, disputes concerning the claim will be subject to arbitration even if the entire contract or legal relationship is not transferred.

In a decision from 2017 (HR-2017-1932-A), the Norwegian Supreme Court stated that even in cases concerning a corporate group, it is normally only the company having entered into an agreement that is bound by it, but the question arises whether a subsidiary should be deemed to be bound by an arbitration agreement made by the parent company. The Supreme Court held that there may be reason to set the bar lower with regard to the threshold for concluding that an agreement has been entered into.

## 13. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

Only disputes concerning legal relations in respect of which the parties have an unrestricted right of disposition are arbitrable. Matters like criminal offences, having a person declared incapacitated, divorce and adoption can therefore not be subject to arbitration. Matters such as intellectual property, competition, securities transactions and intra-company disputes can in principle be subject to arbitration, to the extent the dispute only contains elements the parties can freely dispose of.

The Arbitration Act section 9 explicitly states that the private law effects of competition law may be resolved by arbitration.

The arbitral tribunal's jurisdiction may be challenged. This also includes whether the parties are entitled to refer the dispute to arbitration.

If a Norwegian court finds that the subject matter of the dispute was incapable of settlement by arbitration pursuant to Norwegian law, recognition and enforcement of the arbitral award may be refused or the award may be set aside.

There has not been any specific evolution concerning these questions in recent years.

## 14. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

Not to our knowledge.

## 15. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

Pursuant to section 31 of the Arbitration Act, the principal rule is that arbitral tribunal shall apply the substantive law that has been agreed by the parties.

In the absence of an agreement between the parties regarding the substantive law applicable to the dispute, the arbitral tribunal shall apply the substantive law determined by Norwegian private international law. Norwegian private international law is influenced by the rules regarding choice of law in the European Union (i.e. the Rome Convention and Rome I Regulation), and includes also mandatory rules of law to protect, for example, employees, consumers, insured parties and trade agents from entering into unfavorable (choice of law) agreements, in addition to the ordre public rule.

## 16. In your country, are there any restrictions in the appointment of arbitrators?

The Arbitration Act section 13 requires that arbitrators must be impartial and independent from the parties and qualified for the task. Before accepting an appointment, each arbitrator must disclose any circumstances likely to give rise to justifiable doubts about his impartiality or independence. The restrictions contained in the act may be departed from in the arbitration agreement.

The parties are free to stipulate specific requirements for

 

the tribunal members in the arbitration agreement, e.g. imposing specific qualification requirements for the arbitrators.

### 17. Are there any default requirements as to the selection of a tribunal?

Unless the parties agree otherwise, the tribunal shall consist of three arbitrators.

A novel feature of the Norwegian Arbitration Act is that the parties shall to the extent possible jointly appoint the arbitrators. This normally works quite well, and has the advantage of giving the parties command over the choice of the chairperson, as well as ensuring greater independence for the tribunal.

If the parties fail to agree on the nomination of three arbitrators, they must each nominate one arbitrator within one month of the other party's request. The nominated arbitrators will then jointly appoint the chairperson. The parties may request assistance from the ordinary courts if they cannot agree on the nomination of one or more arbitrators. The court's nomination of an arbitrator cannot be appealed.

### 18. Can the local courts intervene in the selection of arbitrators? If so, how?

If a party fails to appoint an arbitrator or the appointed arbitrators fail to appoint the chairperson, the parties can ask the courts to appoint the remaining arbitrators. The courts may also play a part if the appointment of an arbitrator is challenged (see question 19 below).

### 19. Can the appointment of an arbitrator be challenged? What are the grounds for such challenge? What is the procedure for such challenge?

The appointment of an arbitrator can be challenged if there are circumstances that give rise to justifiable doubts about his or her impartiality or independence or if he or she does not possess the qualifications agreed on by the parties. A party may challenge an arbitrator in whose appointment it has participated only for reasons of which it became aware after the appointment was made.

Unless the parties have agreed to a different procedure, a challenge of an arbitrator shall state the reasons for the challenge and shall be submitted in writing to the arbitral tribunal within 15 days after the party became aware of the appointment of the arbitrator and the circumstances on which the challenge is based. Unless the challenged arbitrator withdraws or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.

If a challenge is unsuccessful and the parties have not agreed to a different procedure, the challenging party may bring the issue before the courts within one month after it received notice of the decision rejecting the challenge. The court shall determine the issue by way of interlocutory order. The order cannot be appealed. The challenge may not subsequently be invoked as grounds for invalidity or an objection to recognition and enforcement of the award. While such issue is pending before the courts, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award.

### 20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators

In a recent decision from the Borgarting Court of Appeals (LB-2023-62913), the impartiality and independence of the chairperson was challenged because the law firm at which he formerly was a partner represented one the of the parties. However, the challenge was not successful. The court pointed to the fact that the chairperson had left his former firm more than two years and four months before accepting the appointment, that he himself had never represented the party in question and that his previous firm had not represented the party in the case that was the subject of the arbitration.

### 21. What happens in the case of a truncated tribunal? Is the tribunal able to continue with the proceedings?

Save for any agreement to the contrary, new arbitrators will be appointed pursuant to the same appointment procedure (see question 17 and 18 above).

### 22. Are arbitrators immune from liability?

No, arbitrators must perform their tasks pursuant to their appointment agreements. The agreements are subject to general contract law principles and thus, arbitrators may in principle be held liable for breach of contract.

### 23. Is the principle of competence-

 

### competence recognized in your country?

Yes, section 18 of the Arbitration Act states that the tribunal decides its own jurisdiction, e.g. whether the dispute may be referred to arbitration and objections over the existence or validity of the arbitration agreement.

Provided that the tribunal finds that it has jurisdiction before making its award, the parties may appeal the decision to the ordinary courts within one month. An objection concerning the jurisdiction of the tribunal may be raised as grounds for setting aside the award or challenging the enforceability of the award.

Any objection to jurisdiction must be raised no later than in the party's statement of defence. This implies that the party's participation in the appointment of arbitrators does not prevent it from making a jurisdictional objection. However, if the party's delay is justifiable (e.g. the objection was raised immediately after it became aware of the situation), the tribunal may accept the objection even though it is overdue.

### 24. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

Pursuant to the Arbitration Act section 7, the courts shall dismiss an action that is the subject of arbitration if a party so requests no later than in his first submission on the merits of the dispute. The court shall hear the case if it finds that an arbitration agreement is null and void or that the agreement for other reasons cannot be performed.

If arbitration has been initiated when legal proceedings before the courts are instituted, the case shall only be heard if the court finds it obvious that the arbitration agreement is null and void or that the case for other reasons cannot be dealt with by arbitration.

Notwithstanding that legal proceedings are pending before the court, the arbitral tribunal may commence or continue the arbitral proceedings and make an award.

### 25. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

If the respondent fails to submit a defence without reasonable cause, the arbitral tribunal will continue the proceedings. Failure to submit a defence will not be deemed as an acceptance of the claimant's claim. If the respondent does not appear at the hearing or fails to submit evidence, the tribunal may decide the case based on the facts presented. The arbitral tribunal and local courts cannot compel the parties to cooperate.

### 26. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

Neither the Norwegian Arbitration Act nor the most commonly used arbitration rules in Norway (OCC and NOMA rules) allow for the joinder of third parties.

### 27. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?

Provided that the parties have not agreed otherwise and on the request of one of the parties, the tribunal may grant interim measures necessary due to the subject matter of the dispute, e.g. ordering the preservation of evidence substantial to the case. However, interim measures ordered by the arbitral tribunal cannot be enforced.

Section 8 of the Arbitration Act specifies that the courts have the right to order interim measures even if a dispute is subject to arbitration. The parties may request interim measures from the courts before or during arbitral proceedings pursuant to chapters 32 to 34 of the Norwegian Dispute Act. Interim measures ordered by the courts are enforceable.

### 28. Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?

No.

### 29. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

The parties are responsible for substantiating the case

 

and are entitled to present such evidence as they wish.

The arbitral tribunal may disallow evidence that is obviously irrelevant to the determination of the case. The arbitral tribunal may limit the presentation of evidence if the extent of such presentation is unreasonably disproportionate to the importance of the dispute or the relevance of the evidence to the determination of the case.

The courts cannot directly compel witnesses to participate in arbitration proceedings, but pursuant to section 30 of the Arbitration Act, the arbitral tribunal, or a party with the consent of the arbitral tribunal, may ask the court to take testimony from parties and witnesses. The arbitral tribunal shall be given reasonable advance notice of the taking of evidence. The arbitrators are entitled to be present and to ask questions.

Pursuant to a request from the tribunal or a party with consent from the tribunal, the courts may also order a party to produce documents which are material and relevant to the case.

## 30. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country?

Counsel and arbitrators who are lawyers are bound by the applicable code of ethics for lawyers. There are no specific ethical codes for arbitrators in Norway.

## 31. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

Arbitral proceedings and awards are not subject to confidentiality, unless the parties agree otherwise.

There is no public right to be present at arbitral proceedings. A third party or the general public can only attend the arbitration proceedings if the parties agree to this.

## 32. How are the costs of arbitration proceedings estimated and allocated?

Save for any agreement with the parties to the contrary, the arbitral tribunal determines its own remuneration. The parties are jointly liable for the tribunal's costs.

The arbitral tribunal may order a party to pay the other party's costs to the extent it deems appropriate. The arbitral tribunal can order security for its own costs, but not for the parties' costs.

## 33. Can pre- and post-award interest be included on the principal claim and costs incurred?

Interest will accrue according to the agreement between the parties. Otherwise, the tribunal may award interest in accordance with the law applicable to the dispute. The penalty interest rate pursuant to the Norwegian Act on Interest on late payment per 1 July 2022 is 11.75 % p.a, and is subject to adjustment twice a year. Such penalty interest will apply to the principal claim when the claim is due (damages claims are due 30 days after notice requiring payment has been given) and for the costs incurred when the time limit for making payment pursuant to the award has expired.

## 34. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

Arbitral awards must be made in writing and signed by all the arbitrators. It is sufficient that the majority of the arbitrators have signed the award, provided that the reason for the minority's refusal is stated in the award. It must state the time and place of the award.

Unless otherwise agreed by the parties, the award must also state:

- The reasons on which it is based;
- Whether it is unanimous and,
- If it is not, which of the arbitrators that are dissenting and on what grounds.

Further, a signed duplicate of the award must be sent to the district court for recording purposes

Both Norwegian and foreign arbitral awards are enforceable in Norway. The enforcement request must be sent to the local enforcement authorities or the local district court, depending on whether the award is Norwegian or foreign.

The recognition or enforcement of an arbitral award may be refused if:

- one of the parties to the arbitration agreement lacks legal capacity, or the arbitration agreement is invalid under the laws agreed by the parties or, failing such

 

agreement, under the law of the jurisdiction in which the arbitral award was made;
- the party against which the arbitral award is being invoked was not given sufficient notice of the appointment of an arbitrator or the arbitration, or was not given an opportunity to present its case;
- the arbitral award falls outside the scope of the tribunal's jurisdiction;
- the composition of the arbitral tribunal was incorrect;
- the arbitral procedure was contrary to the law of the place of arbitration or the parties' agreement, and it is obvious that this may have affected the decision; or
- the arbitral award is not yet binding on the parties or it has been set aside (permanently or temporarily) by a court at the place of arbitration or by a court in the jurisdiction of the law which has been applied to the dispute.

The courts will ex officio refuse recognition and enforcement of an arbitral award if:

- the dispute cannot be determined by arbitration under Norwegian law; or
- recognition or enforcement of the arbitral award would be contrary to public policy (ordre public).
- if the reason for refusing recognition or enforcement affects only part of the award, the court shall only refuse recognition or enforcement of such part.

## 35. What is the estimated timeframe for the recognition and enforcement of an award? May a party bring a motion for the recognition and enforcement of an award on an ex parte basis?

The estimated timeframe for the recognition of an award can be a few weeks. However, substantive objections to the validity of the award may delay the process. The timeframe for enforcement can be similar, but the enforcement procedure may vary depending on what kind of asset the enforcement is related to. Foreclosure sales related to real property will take longer time. Normally, we estimate 2-3 months from the request is sent to the court until security is established in the defendant's assets.

## 36. Does the arbitration law of your country provide a different standard of review for recognition and enforcement of a foreign award compared with a domestic award?

No, the same standard applies to both foreign and domestic awards.

## 37. Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts

No, but the award may be unenforceable in certain instances.

## 38. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure?

An arbitral award cannot be appealed to the courts, though technically it is possible for the parties to agree to an appeal to a new arbitral tribunal. However, awards may be set aside by the ordinary courts if:

- one of the parties to the arbitration agreement lacks legal capacity, or the agreement is invalid under the laws to which the parties have agreed or, failing such agreement, under Norwegian law;
- the party bringing the action for setting aside the award was not given sufficient notice of the appointment of an arbitrator or of the arbitration, or was not given an opportunity to present its case;
- the arbitral award falls outside the scope of the arbitral tribunal's jurisdiction;
- the composition of the arbitral tribunal was incorrect; or the arbitral procedure was contrary to law or the parties' agreement and it is obvious that this may have affected the decision.

When the issue of an arbitral award's validity is brought before the courts, the court will set aside the award if:

- the dispute was not capable of being determined by arbitration under Norwegian law;
- or enforcement or recognition of the arbitral award is contrary to public policy.

If the grounds for invalidity affect only part of the award, only that part will be considered invalid.

An action to set aside an award must be brought within

 

three months after the award was received by the party. If an action has been brought and there are grounds for setting aside the award, the court may, at the request of a party, adjourn the action to set aside and refer the case back to the arbitral tribunal to continue the proceedings and make a new award if this may obviate the grounds for setting aside.

When an award is set aside, the arbitration agreement shall again become effective unless otherwise agreed between the parties or implied by the judgment setting the award aside.

### 39. Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?

No.

### 40. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

According to Norwegian rules on the binding force of judgments, arbitral awards are binding on third parties to the same extent as the third parties would have been bound by an equivalent agreement regarding the subject matter of the award.

The Arbitration Act has no specific regulation regarding to what extent a third party may challenge the recognition of an award.

### 41. Have there been any recent court decisions in your jurisdiction considering third party funding in connection with arbitration proceedings?

No, we are not aware of third party funding having been raised as an issue in Norwegian arbitration proceedings recently. However, third party funding is a hot topic in Norway in general, irrespective of the dispute being subject to arbitration or not.

### 42. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?

The Norwegian Arbitration Act does not contain provisions concerning emergency arbitration, and thus such relief will depend on the arbitration agreement. It is not commonly used in Norway.

### 43. Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?

The Arbitration Act has no special regulations for small claims. The rules of Oslo Chamber of Commerce offers a simplified, fast track procedure. This procedure is not related to claims under a certain value. The precondition for the fast track-procedure is that the parties agree to it. In addition to this, NOMA (Nordic Offshore and Maritime Arbitration Association) also provides a fast track procedure. These rules applies when the claim does not exceed USD 250 000 and/or the parties have agreed to it. This fast track procedure was introduced in 2021. To our knowledge, there are no available statistics concerning how frequently the fast track rules are used.

### 44. Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?

There is a growing recognition in the Norwegian arbitration community that one should seek more diversity. There are various initiatives to promote increased diversity, particularly increasing the number of women appointed as arbitrators.

### 45. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

Not to our knowledge.

### 46. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving of corruption? Which party bears the burden of proving corruption?

Not to our knowledge.

 

### 47. What measures, if any, have arbitral institutions in your country taken in response to the COVID-19 pandemic?

To our knowledge, in response to the COVID-19 pandemic, the rules of the arbitral institutions were scrutinized to ensure that they do not prevent remote hearings or other measures that proved necessary during the pandemic.

### 48. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

The arbitral institutions have not implemented any reforms, but the applicable rules have been scrutinized to ensure that they do not prevent remote hearings or the use of various forms of technology.

Our impression is that virtual hearings are used more frequently for smaller cases or deciding preliminary issues, but that physical hearings are still the norm in larger cases.

### 49. Have there been any recent developments in your jurisdiction with regard to disputes on climate change and/or human rights?

Cases concerning human rights are regularly heard in the ordinary courts of law.

As for climate actions, the Supreme Court ruled on a case in December 2020 related to the continued search for petroleum in the Barents Sea, north of Norway. The action was brought by climate organizations and alleged that the granting of production licenses was in breach of section 112 of the Norwegian constitution, which states that every person has the right to an environment that is conducive to health and to a natural environment whose productivity and diversity are maintained. Section 112 also states that natural resources shall be managed on the basis of comprehensive long-term considerations which will safeguard this right for future generations as well.

The claim was unsuccessful. The Supreme Court, having heard the case in plenary session, concluded that section 112 of the constitution only to a limited extent provided citizens with individual rights that they could try in court, as the clear starting point is that it is the other state powers' task to determine which environmental measures to implement.

### 50. Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

Norway has implemented the EU's sanctions against Russia following the attack on Ukraine. In addition to the restrictions the sanctions entail with regard to providing legal advice to Russian companies, many law firms have adopted a policy of not representing Russian companies in any manner, including arbitration proceedings. However, to our knowledge, there are no specific decisions concerning this issue.

### 51. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?

Not so far.

 

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