The Legal 500 Country Comparative Guides

United States: International Arbitration

This country-specific Q&A provides an overview to international arbitration laws and regulations that may occur in United States.

For a full list of jurisdictional Q&As visit [here](#)
1. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes. The United States became a party to the New York Convention on September 30, 1970. The U.S. made two reservations to the Convention which limit its application (1) “to the recognition and enforcement of only those awards made in the territory of another Contracting State” and (2) “to differences arising out of legal relationships, whether contractual or not, which are considered as commercial under the national law of the United States.” See New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards art. I(3), June 10, 1958, 21 U.S.T. 2517.

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

The United States is a party to the following treaties and conventions:


The United States is also a party to various bilateral and multilateral investment treaties and free trade agreements that contain provisions regarding arbitration, including inter alia, the North American Free Trade Agreement (“NAFTA”) and the Dominican Republic–Central America Free Trade Agreement (“CAFTA-DR”). In November 2018, the U.S. signed the United States–Mexico–Canada Agreement (“USMCA”), which was drafted to replace NAFTA. Unlike NAFTA, the USMCA exempts Canada from the Investor-State Dispute Settlement (“ISDS”) provision and significantly limits its application between the U.S. and Mexico. While the USMCA has been ratified by Mexico, it has not gone into force, as ratification is still pending in the U.S. and Canada.

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


While the FAA is not based on the Model Law, it nevertheless shares the Model Law’s presumption in favor of arbitration. That being said, there are several significant differences between the FAA and the Model Law. For example, while the Model Law allows an arbitral tribunal to rule on its own jurisdiction (art. 16), the FAA is silent on this question. However, the U.S. Supreme Court recently held that when parties agree to submit the issue of
arbitrability to an arbitral tribunal, including when they incorporate institutional rules that
delegate the question of the arbitrability to the tribunal, a court may not override the parties’

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

Several pieces of proposed legislation aimed at reforming arbitration in the U.S. have been
introduced in recent years. Three notable bills before the current Congress are:

- The Forced Arbitration Injustice Repeal Act, S. 610, 116th (2019–2020), which would
  prohibit a predispute arbitration agreement from being valid or enforceable if it requires
  arbitration of an employment, consumer, antitrust, or civil rights dispute.
- The Arbitration Fairness for Consumers Act, S. 630, 116th Cong. (2019–2020), which
  would prohibit a predispute arbitration agreement from being valid or enforceable if it
  requires arbitration of a dispute related to a consumer financial product or service.
- The Restoring Statutory Rights and Interests of the States Act of 2019, S. 635, 116th
  Cong. (2019–2020), which would make it so that courts, rather than arbitrators, would
  have to decide whether arbitration agreements are valid and enforceable.

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

Under the FAA, an arbitration agreement must be in writing and must be part of a valid
contract. 9 U.S.C. § 2. However, it does not necessarily need to be signed and it can be
incorporated by reference. Id. The FAA places arbitration agreements on “equal footing” with
In addition, arbitration agreements can be invalidated by “generally applicable contract
defenses,” such as fraud, duress, or unconscionability. Doctor’s Assocs., Inc. v. Casarotto, 517

6. Are arbitration clauses considered separable from the main contract?

Yes. While the FAA is silent on this question, the U.S. Supreme Court has held that “an
arbitration provision is severable from the remainder of the contract.” Buckeye Check
Cashing, 546 U.S. at 445; see also Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U.S.
395, 403–04 (1967).

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

The FAA does not discuss multi-party and multi-contract arbitration and does not provide for
joinder or consolidation of multiple claims and parties. Because courts allow parties to
“specify with whom they choose to arbitrate their disputes,” multi-party and multi-contract
arbitration agreements are generally enforceable. Stolt-Nielsen S. v. AnimalFeeds Int’l Corp.,
559 U.S. 662, 683 (2010). While the issue of whether the parties have a valid arbitration
agreement is typically left to the courts, First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938, 944–45 (1995), whether the agreement permits joinder or consolidation of parties is left to arbitral tribunals unless the parties specify otherwise in their agreement. Green Tree v. Bazzle, 539 U.S. 444, 452–53 (2003). Some institutional rules, which parties may incorporate into their agreements, provide for joinder or consolidation of related proceedings. For example, the JAMS International Rules state that “[w]here a request for arbitration is between parties already involved in other arbitral proceedings pending under these rules, JAMS may decide, after consulting with parties to all proceedings, and with the arbitrators, that the new case will be referred to the Tribunal already constituted for the existing proceedings.” JAMS Int’l Rules art. 7.1. The AAA/ICDR and the London Court of International Arbitration (“LCIA”) Rules provide for joinder of third parties and consolidation of arbitration proceedings, provided that any such third person and the applicant party have consented to such in writing. ACC/ICDR Rules arts. 7–8; LCIA Rules art. 22.1 (xiii–x).

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

The FAA is silent as to the choice of substantive law rules. Courts have held that the law designated by the parties in an agreement will generally govern the dispute. See Mastrobuono v. Shearson lehman Hutton, Inc., 514 U.S. 52, 58–62 (1995); Dr. Kenneth Ford v. NYLCare Health Plans of Gulf Coast, Inc., 141 F.3d 243 (5th Cir. 1998). Arbitrators have been found to act beyond their authority if they fail to adhere to a valid, enforceable choice of law provision in the parties’ arbitration agreement. Coutee v. Barington Cap. Grp., L.P., 336 F.3d 1128, 1134 (9th Cir. 2003). In some instances, courts have found that the parties impliedly consented to a choice of law, such as when the parties’ briefs assume that a certain law governs the issues of contract formation. See Aceros Prefabricados, S.A. v. TradeArbed, Inc., 282 F.3d 92, 102 n.4 (2d Cir. 2002). If there is no choice of law provision in the agreement, tribunals may determine the applicable substantive law to be applied to the dispute.

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

The FAA provides that it does not apply to “contracts of employment of seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce.” 9 U.S.C. § 1. The Supreme Court recently held that a court, rather than an arbitrator, should decide a dispute regarding whether a party falls under the exemption for “contracts of employment” of transportation workers before ordering arbitration. New Prime Inc. v. Oliveira, 139 S.Ct. 532, 537 (2019).

The Supreme Court also recently ruled that the FAA does not allow a court to compel class arbitration when the agreement does not explicitly provide for such because the courts may not infer consent to class arbitration through state-law interpretation of an ambiguous contract. Lamps Plus, Inc. v. Varela, 139 S.Ct. 1407, 1418 (2019).
Additionally, there has been recent pushback to arbitration generally in the United States from some legislators. As discussed above, lawmakers have proposed legislation called the Forced Arbitration Injustice Repeal Act of 2019, or the FAIR Act, which, if enacted into law, would prohibit pre-dispute arbitration agreements that force arbitration of future employment, consumer, antitrust, or civil rights disputes, and prohibit agreements that interfere with the right of individuals, workers, and small businesses to participate in joint, class, or collective related to an employment, consumer, antitrust, or civil rights dispute. FAIR Act, S. 610, 116th Cong. § 2 (2019).

10. **In your country, are there any restrictions in the appointment of arbitrators?**

The FAA does not expressly impose restrictions on the appointment of arbitrators. However, evidence of partiality or corruption on the part of arbitrators can be grounds for vacating an award. See 9 U.S.C. § 10. Additionally, some state laws do have restrictions on the appointment of arbitrators. For example, California requires that arbitrators be “neutral.” See Cal. Civ. Proc. Code § 1282 (2019).

11. **Are there any default requirements as to the selection of a tribunal?**

Under the FAA, courts will appoint an arbitrator if the arbitration agreement does not provide a method for selecting a tribunal — either expressly or by incorporating institutional rules — or if the parties fail to do so. See 9 U.S.C. § 5. In cases where the parties have not agreed a method for appointing arbitrators (and no institutional rules apply), either party can move the court in the district in which the arbitration is seated to appoint a single arbitrator. Where the FAA does not apply, many state laws also may provide for court appointment of arbitrators, including those of New York, California, Texas, and Florida, among others. See, e.g., N.Y. C.P.L.R. § 7504 (2012); Cal. Civ. Proc. Code § 1281.6 (2019); Tex. Civ. Prac. & Rem. Code Ann. § 172.054 (1997); Fla. Stat. § 684.0012 (2019).

12. **Can the local courts intervene in the selection of arbitrators? If so, how?**

As discussed above, under the FAA, courts can intervene in the selection of arbitrators when the parties have not agreed on a selection process. Where the parties have agreed a method for selecting arbitrators, courts generally will defer to the parties’ agreement.

13. **Are arbitrators immune from liability?**

The FAA is silent on the question of liability of arbitrators. However, some U.S. courts have held that arbitrators are immune from liability for “all acts within the scope of the arbitral process.” Sacks v. Dietrich, 663 F.3d 1065, 1069 (9th Cir. 2011); see also, e.g., Pfannenstiel v. Merrill Lynch, Pierce, Fenner & Smith, 477 F.3d 1155, 1160 (10th Cir. 2007); Honn v. Nat’l Ass’n of Sec. Dealers, Inc., 182 F.3d 1014, 1017 (8th Cir. 1999). Nevertheless, arbitrators can be held liable in rare cases, such as for acting in “bad faith, with malicious purpose, or in willful and wanton disregard of human rights, safety, or property.” Postma v. First Fed. Sav.
& Loan of Sioux City, 74 F.3d 160, 163 (8th Cir. 1996).

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

   When a party commences litigation in apparent breach of an arbitration agreement, the adverse party can file a motion to compel arbitration with the court in which the arbitration will be seated. The court has jurisdiction to determine the validity of the arbitration agreement and its own jurisdiction. Upon granting a motion to compel, a court will generally either dismiss the lawsuit or stay the proceedings until the arbitration is concluded. The court may also find that the party commencing arbitration has waived its right to arbitrate, if it later seeks to enforce the arbitration agreement to the detriment of the adverse party. See, *e.g.*, *Grumhaus v. Comerica Sec., Inc.*, 223 F.3d 648, 653 (7th Cir. 2000).

15. **How are arbitral proceedings commenced in your country? Are there any key provisions under the arbitration laws relating to limitation periods or time bars of which the parties should be aware?**

   The FAA does not speak to the commencement of arbitral proceedings, and proceedings are generally commenced pursuant to the agreed upon rules of arbitration. See *Emp'rs Ins. of Wausau v. Banco de Seguros del Estado*, 199 F.3d 937, 942 (7th Cir. 1999). If the parties fail to agree upon a set of rules, then the procedural law of the forum in which the parties agreed to conduct the arbitration would likely apply. See, *e.g.*, N.Y. C.P.L.R. § 7503 (2012).

   The FAA does not contain any statutes of limitations. However, there may be limitations periods specified in the agreed rules, in the state arbitral provisions, or under the law governing the substance of a claim that would serve as a time bar to bring that claim.

16. **In what circumstances is it possible for a state or state entity to invoke state immunity in connection with the commencement of arbitration proceedings?**

   Under the Foreign Sovereign Immunities Act, a state or state entity may invoke state immunity as a jurisdictional defense at the commencement of arbitration proceedings unless an exception to such immunity applies. The FSIA provides several such exceptions, including, for example, where the state “has waived its immunity either explicitly or by implication” or where the action is brought to “to enforce an agreement made by the foreign state with or for the benefit of a private party to submit to arbitration all or any differences which have arisen or which may arise between the parties with respect to a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration under the laws of the United States.” 28 U.S.C. § 1605(a)(1) and (6).

17. **What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?**
While the FAA does not contain specific provisions regarding interim measures, a majority of courts have held that maintaining the status quo is consistent with the FAA’s liberal policy in favor of arbitration and ensures that the arbitration proceedings remain meaningful. See, e.g., Talk Fusion, Inc. v. Ulrich, No. 8:11-CV-1132-T-33, 2011 WL 2681677 (M.D. Fla. June 21, 2011). Thus, most courts retain the authority to grant interim measures to support arbitration. Most arbitral institutional rules also grant tribunals the authority to grant interim relief. The type of interim relief granted varies case-by-case.

Local courts can issue interim measures pending the constitution of the tribunal, known more commonly as “emergency measures.” Many arbitral institutions, including the ICC, ICDR, Singapore International Arbitration Centre (“SIAC”), Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”), and LCIA, have adopted emergency arbitrator procedures that allow parties to obtain urgent relief from the institution before a tribunal is formed. In these circumstances, a sole arbitrator can be appointed by the arbitral institution in order to resolve applications for emergency relief in such cases. Whether such emergency awards rendered by arbitrators are enforceable in U.S. courts varies. For example, arbitrator interim measures have been enforced in some courts where they have been found to finally dispose of a self-contained issue. Island Creek Coal Sales Co. v. City of Gainesville, Fla., 729 F.2d 1046 (6th Cir. 1985); Publicis Comm’n v. True N. Comm’ns, Inc., 206 F.3d 725 (7th Cir. 2000).

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

   1. conducting proceedings in your country?

   Ethical codes and professional standards are set by the jurisdiction in which the practitioner is licensed and the jurisdiction in which the arbitration is seated. Counsel and arbitrators should therefore familiarize themselves with the practice of law rules as well as the ethics rules in the state in which the arbitration will be seated. For example, in certain states, counsel must be licensed to practice in that state, and, if not licensed, may only participate in arbitration if the proceedings arise out of the attorneys’ home state practice, see, e.g., N. J. R. 21-1(a), if they file a verified statement with the state bar association, see, e.g., Fla. Rule 1-3.11 (not applicable to international arbitrations), or if they practice in conjunction with a licensed attorney, see, e.g., Nev. Sup. Ct. Rule 42.2(a)(f).

   Generally, arbitrators must abide by standards of impartiality and neutrality. Additionally, some institutions provide guidance on the ethical requirements for arbitrators. For example, the American Bar Association has issued the Code of Ethics for Arbitrators in Commercial Disputes, and the JAMS Arbitrators Ethics Guidelines also provides guidance regarding ethical standards for arbitrators.

19. **Can pre- and post-award interest be included on the principal claim and costs incurred?**
The FAA is silent on interest. However, U.S. courts have generally held that unless parties have specified otherwise in their agreement, arbitrators have the authority to award interest and to determine the amount of interest and the date from which the interest should be calculated. See, e.g., Matter of Hawai‘i State Teachers Ass’n, 140 Haw. 381, 400 (2017); Haddon v. Shaheen & Co., 231 Ga. App. 596, 599 (1998); Peoples Sec. Life Ins. Co. v. Monumental Life Ins. Co., 991 F.2d 141, 148 (4th Cir. 1993).

20. **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?**

Yes. Under Chapter 1 of the FAA (domestic awards), if agreed by the parties, and if filed within one year of issuance, arbitral awards shall be recognized under the summary procedures unless the award is “vacated, modified, or corrected.” Under Chapter 2 of the FAA, the award shall be recognized, if filed within three years, unless the party resisting confirmation proves that one of the grounds of refusal set for the in the New York Convention applies, i.e.:

1. The parties to the agreement referred to in article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or
2. The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or
3. The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; or
4. The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or
5. The award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.
6. The subject matter of the difference is not capable of settlement by arbitration under the law of that country; or
7. The recognition or enforcement of the award would be contrary to the public policy of that country.

Additionally, under 22 U.S.C. § 1650a, ICSID awards “shall be enforced and shall be given the same full faith and credit as if the award were a final judgment of a court of general jurisdiction of one of the several States.”
21. **Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts?**

The FAA does not limit available remedies. However, certain states may do so. For example, in New York, arbitrators may not award punitive damages. See *Garrity v. Lyle Stuart, Inc.*, 353 N.E.2d 793 (1976). Where the FAA governs the arbitration, however, such limitations are not applicable. See *Mastrobuono v. Shearson Lehman Hutton, Inc.*, 514 U.S. 52, 59 (1995) (finding that New York-seated arbitration governed by the FAA is not restricted and that punitive damages could be awarded); see also Fla. Stat. § 682.11(1) (allowing punitive damages “if such an award is authorized by law in a civil action involving the same claim and the evidence produced at the hearing justifies the award under the legal standards otherwise applicable to the claim”).

In certain circumstances, courts have refused to enforce remedies in international arbitral awards that violate U.S. public policy. For example, in *Laminoirs-Trefileries-Cableries de Lens, S. A. v. Southwire Co.*, 484 F. Supp. 1063, 1068 (N.D. Ga. 1980), a federal district court refused to recognize an interest rate increase awarded in a French arbitration as violating U.S. public policy. The court found that the increase was penal rather than compensatory, and bore no reasonable relation to any damage resulting from delay in recovery of the sums awarded, and instead recognized only the base interest rate. Additionally, in *Hardy Expl. & Prod. (India), Inc. v. Gov't of India, Ministry of Petroleum & Nat. Gas*, 314 F. Supp. 3d 95, 113 (D.D.C. 2018), a federal district court refused to recognize an award that ordered specific performance in India, finding that doing so would violate U.S. public policy recognizing states’ sovereignty and the right to control their lands and natural resources.

22. **To what extent might a state or state entity successfully raise a defence of state or sovereign immunity at the enforcement stage?**

The FSIA, 28 U.S.C. § 1602, *et seq.*, provides for two types of immunity: immunity from jurisdiction and immunity from attachment and execution. See 28 U.S.C. § 1605 and 28 U.S.C. §§ 1609–10, respectively. Therefore, a sovereign state’s assets are presumed to be immune from attachment and execution, and — in order to attach and execute against a sovereign state’s assets — the property at issue must fall within an exemption to the general immunity conferred by the FSIA on all property of a foreign sovereign.

Under 28 U.S.C. § 1610(a), an exception to the general immunity against attachment and execution is provided for a foreign State’s property located in the U.S. if the property is used for “commercial activity” in the United States and if one of the following is met:

*(1) the foreign state has waived its immunity from attachment in aid of execution or from execution either explicitly or by implication, notwithstanding any withdrawal of the waiver the foreign state may purport to effect except in accordance with the terms of the waiver,* or
(2) the property is or was used for the commercial activity upon which the claim is based, or

(3) the execution relates to a judgment establishing rights in property which has been taken in violation of international law or which has been exchanged for property taken in violation of international law, or

(4) the execution relates to a judgment establishing rights in property—

(A) which is acquired by succession or gift, or

(B) which is immovable and situated in the United States: Provided, That such property is not used for purposes of maintaining a diplomatic or consular mission or the residence of the Chief of such mission, or

(5) the property consists of any contractual obligation or any proceeds from such a contractual obligation to indemnify or hold harmless the foreign state or its employees under a policy of automobile or other liability or casualty insurance covering the claim which merged into the judgment, or

(6) the judgment is based on an order confirming an arbitral award rendered against the foreign state, provided that attachment in aid of execution, or execution, would not be inconsistent with any provision in the arbitral agreement, or

(7) the judgment relates to a claim for which the foreign state is not immune under section 1605A or section 1605(a)(7) (as such section was in effect on January 27, 2008), regardless of whether the property is or was involved with the act upon which the claim is based.

Section 1610(b) contains the standard with regards to “property in the United States of an agency or instrumentality of a foreign state engaged in commercial activity in the United States[.]” The property of a “foreign central bank or monetary authority held for its own account” and property that is, or is intended to be, used in connection with a military activity are exempt from the exemption. 28 U.S.C. § 1611.

Finally, as a threshold requirement, the FSIA requires that a “reasonable period of time” elapse following entry of judgment, before attachment or execution “shall be permitted” under either § 1610(a) or (b). 28 U.S.C. § 1610(c).

23. Is emergency arbitrator relief available in your country? Is this frequently used?

While the FAA does not address this issue, emergency arbitrator relief is provided for by most institutions that conduct arbitrations in the United States including the AAA, CPR, and JAMS. In 2018, out of 993 commercial cases, ICDR reported 92 emergency arbitrator relief
applications. The same year, the ICC reported that out of 842 cases, it received 24 applications for emergency arbitrator relief, and the LCIA reported 3 applications out of 317 cases.

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

Yes. The U.S. is at the forefront of promoting diversity among both arbitrators and counsel. For example, the American Bar Association recently adopted a resolution urging "providers of domestic and international dispute resolution to expand their rosters with minorities, women, persons with disabilities, and persons of differing sexual orientations and gender identities (‘diverse neutrals’) and to encourage the selection of diverse neutrals". See American Bar Association, Res. 105. It also publishes statistics on diverse appointments. Many U.S. law firms and arbitral institutions are also signatories to the Equal Representation in Arbitration Pledge, and JAMS recently added an inclusion rider to its Clause Workbook ("The parties agree that, wherever practicable, they will seek to appoint a fair representation of diverse arbitrators (considering gender, ethnicity and sexual orientation), and will request administering institutions to include a fair representation of diverse candidates on their rosters and list of potential arbitrator appointees."). Additionally, ArbitralWomen, a non-profit that promotes women and diversity in international dispute resolution, recently launched a Diversity Toolkit, which was supported by funding from the AAA-ICDR, that offers training to help international dispute resolution professionals "see the role played by biases and explore ways to address and overcome bias." Another initiative launched last year, the Equity Project, provides financing for commercial litigation and international arbitration matters led by women.

25. **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?**


In Pemex, the Second Circuit confirmed an annulled award that had been set aside in the seat, Mexico, under Chapter 3 of the FAA (the Panama Convention). The Second Circuit agreed with the district court’s finding that recognizing the annulment — which was based on a law that had been enacted after the award was rendered — would violate U.S. public policy. The district court found that the decision to vacate the award violated “basic notions of justice” and on that basis, confirmed the award. In Thai-Lao Lignite, the Second Circuit recognized its authority to enforce awards annulled at the seat, but found that the annulment — which was based on a finding that the arbitrators exceed their jurisdiction — did not offend basic notions of what is decent and just. In Getma Int’l, the D.C. Circuit refused to confirm an
annulled award that had been set aside in the seat, the Common Court of Justice and Arbitration of the Organization for the Harmonization of Business Law in Africa (the “CCJ”), under Chapter 2 of the FAA (the New York Convention). The D.C. Circuit stated that it would not second-guess a competent authority absent extraordinary circumstances. It went on to clarify that extraordinary circumstances were not simply conflicts with U.S. public policy, but had to arise to the level of violating the U.S.’s “most basic notions of morality and justice.” The D.C. Circuit then went on to find that, setting arbitral fees against the parties’ wishes does not violate the most basic notions of morality and justice in the United States, and refused to confirm the annulled award.

26. Have there been any recent court decisions in your country considering the definition and application of “public policy” in the context of enforcing or setting aside an arbitral award?

Two recent cases concerning the definition and application of “public policy” in the context of enforcing or setting aside an arbitral award are discussed above.