INTERNATIONAL COMMERCIAL ARBITRATION

SYLLABUS

I. Resolution of International Disputes

1. Sunghwan Co. v. Rite Aid Corp.,
   7 N.Y.3d 78 (2006)

2. CPLR Article 53 – Recognition of Foreign Country Money Judgment

   407 U.S. 1 (1972)

4. Parsons & Whittemore Overseas Co. v. Societe Generale de L’Industrie du Papier
   (RAKTA),
   508 F.2d 969 (2d Cir. 1974)

II. Legal Framework

1. Federal Arbitration Act
   9 U.S.C. § 1 et seq.

2. Convention on the Recognition and Enforcement of Foreign Arbitral Awards
   (“New York Convention”)

3. UNCITRAL Model Law on International Commercial Arbitration (1985, as amended in
   2006)

III. Arbitrability

A. Subject Matter

1. Wilko v. Swan,
   346 U.S. 427 (1953)

2. Scherk v. Alberto-Culver Co.,

3. Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.,
   473 U.S. 614 (1985)

   490 U.S. 477 (1989)
B. Parties/Claims


3. Tracer Research Corp. v. National Environmental Services, Co., 42 F.3d 1292 (9th Cir. 1994)


IV. Who Decides Arbitrability

A. Doctrine of Severability/Separability


3. Three Valleys Municipal Water District v. E.F. Hutton & Co., 925 F.2d 1136 (9th Cir. 1991)

B. Role of Court and Tribunal


V. Relationship between Federal and State Law


VI. International Arbitration Rules


2. AAA International Arbitration Rules (2014)


VII. Provisional/Interim Measures


5. Toyo Tire Holdings of Americas Inc. v. Continental Tire North America, Inc., 609 F.3d 975 (9th Cir. 2010)

VIII. Judicial Enforcement

A. Scope of New York Convention


B. Enforcing Arbitration Agreements

1. HKL Group Co. v. Rizq Int’l Holdings Pte Ltd [2013] SGHCR 5


3. Republic of Nicaragua v. Standard Fruit Co., 937 F.2d 469 (9th Cir. 1991)
4. **National Iranian Oil Co. v. Ashland Oil**, 817 F.2d 326 (5th Cir. 1987)


C. **Enforcing Awards**

1. **Northrop Corp. v. Triad Int’l Marketing S.A.**, 811 F.2d 1265 (9th Cir. 1987)

2. **Iran Aircraft Industries v. Avco Corp.**, 980 F.2d 141 (2d Cir. 1992)

3. **China Minmetals Materials Import & Export Co. v. Chi Mei Corp.**, 334 F.3d 274 (3d Cir. 2003)


5. **Sarhank Group v. Oracle Corp.**, 404 F.3d 657 (2d Cir. 2005)


D. **Vacating Awards**


4. **Positive Software Solutions, Inc. v. New Century Mortgage Corp.**, 476 F.3d 278 (5th Cir. 2007) (*en banc*)

E. Enforcing Vacated Awards


2. Baker Marine (Nig.) Ltd. v. Chevron (Nig.) Ltd., 191 F.3d 194 (2d Cir. 1999)


F. Personal Jurisdiction

1. Glencore Grain Rotterdam B.V. v. Shivnath Rai Harnarain Co., 284 F.3d 1114 (9th Cir. 2002)

2. Base Metal Trading Ltd. v. OJSC “Novokuznetsky Aluminum Factory,” 283 F.3d 208 (4th Cir. 2002)

G. Forum Non Conveniens

1. Monegasque de Reassurances v. NAK Naftogaz of Ukraine, 311 F.3d 488 (2d Cir. 2002)
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