

INTERNATIONAL COMMERCIAL ARBITRATION - SPRING

Course Syllabus

Peter B. Maggs

The materials for this course are: (1) Varady, Barcelo and von Mehren, International Commercial Arbitration: A Transnational Perspective, Fourth Edition (2009) and (2) Documents Supplement to International Commercial Arbitration: A Transnational Perspective, Fourth Edition (2009).

Grades in this course will be based entirely upon the final examination. The exam will be completely open book. You may use a computer to type your final exam. You also will be able to access materials on your hard disk during the examination, unless there is a change in law school examination rules or software between now and the time of the examination. You may not connect to the law school network nor the Internet during the examination, except to the extent necessary to turn in your examination.

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This syllabus, some old exams from this course, and some information about me may be found at my website:

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COURSE OUTLINE AND ASSIGNMENTS

(Generally we will cover one of the "units" below in each class. Page numbers refer to pages in the casebook. When an assignment covers an international convention, model law, law, rules, or code contained in the Documents Supplement, you should familiarize yourself with the relevant document.)

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WARNING - IN "L'ALLIANCE v. PRUNIER" AS PRINTED IN THE CASEBOOK, THE FRENCH WORD "COMPROMIS" IS TRANSLATED AS "COMPROMISE." IN THIS CONTEXT, "COMPROMISE" MEANS AN "AGREEMENT TO ARBITRATE AN EXISTING DISPUTE." THE FRENCH PHRASE "CLAUSE COMPROMISSOIRE" TRANSLATED AS "COMPROMISE AGREEMENT." IN THIS CONTEXT IT MEANS "ARBITRATION CLAUSE" (i.e., A CONTRACT CLAUSE IN WHICH THE PARTIES AGREE TO ARBITRATE FUTURE DISPUTES ARISING OUT OF THE CONTRACT.)

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