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ARBITRATION OF DISPUTES REGARDING SPACE ACTIVITIES

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1. Introduction

When the Board of Directors of the IISL decided at its meeting in Paris in spring 1992 and when the IISL General Assembly agreed at its session in Washington in September 1992 to choose the topic "Adjudication and Arbitration of Disputes Regarding Space Activities" for one of its four colloquium sessions in Graz 1993, this was done in view of a demand for work seen in this area. When I was asked to present an invited paper and lecture on this topic at this Graz session, I agreed with pleasure, because I had, at a number of earlier occasions, not only dealt with this field, but also expressed the view that further action was necessary.

The most recent illustration of this demand is the growth of case law regarding space activities in various parts of the world, especially in the United States where the activities of the space industry and launch activities have been the object of litigation before US courts[1]. This growth of disputes reflects the new factual and legal situation that, with the growing practical and especially commercial use of space, conflicting views and uses of outer space prove to be incompatible, not only in theory but also in practice. This was different in the early stage of space activities during which differing opinons in space law meant only a dispute on principles and not a collision of practical interests and of concrete applications of specific rules. Such academic or diplomatic disputes of the past are nowadays replaced by very practical disputes between the many states and many private enterprises active in the field of space activities and space industry.

Within and due to this development, arbitration becomes more and more relevant, because it is already for many years the preferred method of dispute settlement at the international level both between states and even more between private enterprises. Though much practice is available about arbitration between states and between private enterprises in other fields, very little is available on arbitration regarding space activities. This is partly due to the general fact that most arbitrations are confidential and secondly to the fact that practical space activities and particularly commercial space activities have only attained a considerable volume in recent years. It is therefore not surprising that only one international arbitration regarding space activities has become known so far, a case which ended by an amicable settlement between the parties late in 1992.

2. Adjudication and Arbitration between States in International Law

If one wants to deal with arbitration between states, one has to realize that the distinction between adjudication by courts and arbitration by arbitral tribunals is not as clear regarding disputes between states as it is regarding disputes between private enterprises. Regarding the latter, it is obvious that litigation before national courts and international courts like the Court of Justice of the European Communities is adjudication while arbitration is exercised by one or three arbitrators chosen by the parties or appointed by a commercial or professional institution.

However, the distinction between adjudication and arbitration is much less clear for disputes between states. The development of intergovernmental arbitration in our century was marked from the outset by the Hague Conferences at the turn of the century. This is especially so ever since the Conference and the Hague Convention for the Pacific Settlement of International Dis-

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putes of 1899, which brought into existence the Permanent Court of Arbitration, stressed the judicial character of arbitration. As Art. 15 clarified, "international arbitration has for its object the settlement of differences between states by judges of their own choice and on the basis of respect for law". The Hague Convention on the Pacific Settlement of International Disputes of 1907 tried to further develop this structure of the 1899 Convention, but although more than 50 states have ratified the Convention, states have been most hesitant to use its machinery for the settlement of international disputes in practice. In fact, both concerning adjudication and concerning arbitration, for a long period throughout this century, states have been most hesitant to submit to binding dispute settlement in advance. In addition to this common feature, what international arbitration and international courts have in common is that a decision is found on the basis of law and this decision is binding on the parties involved.

Traditionally, a basic difference is that a court is available on a permanent basis for an indefinite number of cases with no judges appointed for a particular case, while arbitrators are selected for particular cases by the parties of the dispute. However, if one examines these criteria in more detail - which cannot be done here - one soon finds out how fluid the borderline between the two categories has become. Nevertheless, Art. 33 of the Charter of the United Nations still mentions separately "arbitration" and "judicial settlement". The International Court of Justice has moved closer to traditional concepts of arbitration by including the option of state parties to appoint a judge ad hoc and since an option for Ad Hoc Chambers was institutionalized in 1978 and then in fact used in practice[2].

On the other hand, international arbitration shows certain developments which are moving it closer to permanent international courts. One aspect of this development is that, for decades already, administered or institutionalized arbitration, rather than ad hoc arbitration is being used more often, as illustrated by the well-known international arbitration institutions such as that of the International Chamber of Commerce[3] whose arbitration rules are referred to in the majority of international contracts including those concluded by states. A further step in this direction has been the institution by the World Bank of specific arbitration machinery for investment disputes with states by the Washington Convention which established the International Centre for Settlement of Investment Disputes (ICSID) in 1965. Lastly, the arbitral process moved even closer to a permanent court when Iran and the United States in 1981 agreed to establish the Iran-United States Claims Tribunal in The Hague for disputes both between two states and one state and nationals of another state[4].

International trade and investment are today characterized not only by the major participation of private enterprises, but also by the fact that many states are directly or indirectly through state institutions and state enterprises involved in the conclusion of arbitration agreements for any disputes arising in that context. Though these contracts and arbitrations between states on one side and private enterprises on the other side are of great importance both in volume and regarding legal aspects, they cannot be treated in the context of this paper[5].

A general submission to third-party binding dispute settlement is found in the new UN Convention on the Law of the Sea. Though other sections of this Convention are still highly disputed and have led to the well-known problems for ratification of that Convention by a number of states, the rules on dispute settlement in the Convention and its Annexes have not shown to be a problem for wide ratification. A reason may be the high flexibility provided in the Convention for the option of member states to select a method or body for dispute settlement. Important progress has been achieved in this Convention as it provides by Art. 287 that arbitration is the compulsory subsidiary method of dispute settlement, if the state parties have not either come to a specific agreement on dispute settlement or agreed to choose between the following tribunals: a) the International Tribunal for the Law of the Sea, b) the International Court of Justice, c) an arbitral tribunal consituted in accordance with Annex VII, or d) a special arbitral tribunal constituted in accordance with Annex VIII.

A wider submission to arbitration than in multilateral instruments can be found in bilateral instruments between states. There are indeed entire groups of bilateral treaties which traditionally provide for intergovernmental arbitration such as the great number of investment protection treaties[6] and air transport agreements[7], both of which by now make up a whole network of bilateral arbitration agreements. These illustrate to an even greater extent than the experience with multilateral schemes that states seem to accept submission to arbitration in rather limited fields of international cooperation where, in their judgement, the cooperation can only function if dis-

putes are not left open between the cooperating partners but solved by a binding decision in due course. This is particularly obvious in the field of international aviation. The preference for limited cooperation is also apparent in the field of international investment where the required positive climate and protection can only be achieved if, in addition to substantive rules on the protection of foreign investment, convincing procedures are established for the enforcement of such rules[8].

In this context, at least a brief look at the many intergovernmental arbitration proceedings might be appropriate that have taken place from history to modern times. If one looks at the survey by Stuyt[9] on arbitration between 1794 and 1970, it becomes obvious that economic disputes were often the subject of proceedings before the Second World War, but seldom afterwards. Moreover, there is a parallel to cases before the Permanent Court of International Justice, which was more often seized with economic disputes, rather than later the International Court of Justice whose only substantive decision on such a matter is the one of the 1952 dispute between the United States and France on certain privileges in the French zone of Morocco[10]. Economic questions were either directly or indirectly in dispute in the intergovernmental arbitration proceedings in the Lac Lanoux case[11] of 1957 between France and Spain, the Gut Dam case[12] of 1965 between Canada and the United States, the Palena case[13] of 1966 between Argentina and Chile, the Rann of Kutch case[14] of 1968 between India and Pakistan, the Continental Shelf Delimitation case[15] of 1977 between the United Kingdom and France, the Beagle Channel case[16] of 1977 between Argentina and Chile, the Guinea-Guinea Bissau case[17] of 1986 and the Taba case[18] of 1987 between Egypt and Israel. The arbitration award of 1987 in the first of the Green Peace cases[19] does not quite fit into this context since, though France and New Zealand were involved, the parties to the first dispute were France and a number of Green Peace entities, and also since the core of the disputes was not an economic one, though several million US-Dollars were awarded by the arbitral tribunal in the first case. At least indirectly, economic matters were the object of the several proceedings[20] before Ad Hoc Chambers of the International Court of Justice in the Gulf of Maine case[21] of 1982 between the United States and Canada, the Frontier Dispute case[22] of 1985 between Burkina Faso and Mali, the ELSI case[23] of 1987 between the United States and Italy, and the Land, Island and Maritime Frontier Dispute case[24] of 1987 between El Salvador and Honduras.

Up to this point, the largest international arbitration procedure in history with regard to the number of cases and the financial amounts involved is that before the Iran-United States Claims Tribunal in The Hague. In the limited framework of this contribution, it is not possible - and in view of the extensive literature[25] on the Tribunal also not necessary - to go into any detail of its more than 3.800 cases virtually all of which concern economic disputes. The Tribunal was created by the Declaration of Algiers to decide on all claims which one of the two states or its citizens have against the other state. And though the great majority of these cases are claims by private enterprises or private individuals against the other state, 94 truely intergovernmental disputes have been placed before the Tribunal of which 25 are so-called "A-cases" (interpretive disputes referred to in Articles II (3) and VI (4) of the Claims Settlement Declaration) and 69 so-called "B-cases" (official claims of one government against the other based on Article II (2) of the Claims Settlement Declaration). By agreement between the two governments, a special Security Account amounting to one billion US-Dollars was created for the enforcement of any decisions against Iran, and Iran undertook to fill this account up as soon as it ran under 500 million US-Dollars, an obligation which it has fulfilled up to this point. The work of the Tribunal since its creation in 1981 has been influenced by the hostile relationship between the two governments, but nevertheless has found its way to a - under these difficult circumstances - surprisingly professional working atmosphere and to a great number of decisions - all of which are published - in 27 volumes already up to the present time[26]. Even in the fall of 1987, when Iran and the United States performed military actions against each other at the Gulf, a large oral hearing of the Tribunal took place in the Peace Palace in The Hague on a dispute which could not have been more delicate under the circumstances, namely a claim by Iran against the United States to return great quantities of certain military equipment, and the hearing could be performed in a professionally adequate manner. In the practice of the Tribunal, a number of typical procedural problems of international arbitration have occurred to which the jurisprudence of the Tribunal is of relevance for other and future international dispute settlement and especially arbitration such as the questions of jurisdiction in case of double nationality, presentation and evaluation of evidence, and interim measures of protection. The jurisprudence is even wider on matters of substantive law as an obvious conse-

quence of the wide ranging competence of the Tribunal and the variety of the cases before it ranging from questions of public international law such as interpretation of treaties, treatment and expulsion of foreigners, expropriation and nationalization, and the law of military cooperation up to practically all questions occurring in international business relations of private enterprises regarding international contracts, payments, and investments. This variety is the result of the intensive cooperation which existed in all these fields between the United States and Iran, at state and private levels. In these fields, the jurisprudence of the Tribunal deals with questions such as the applicable law, lifting the corporate veil, interpretation of contracts, force majeure, letters of credit and bank guarantees, exchange restrictions for payments, expulsion of foreigners and liability for interest. But the author - as a former President of the Tribunal - should for obvious reasons refrain from evaluating this jurisprudence[27] and leave that to outside observers.

3. Arbitration in Present Space Law

As I do not have to tell the audience of the IISL, present space law contains already a large volume of codification. As I indicated in my paper to the 1992 Washington Colloquium of IISL[28], this large volume of space law codifications contains few instruments regarding dispute settlement and often these few instruments do not offer an effective machinery, particularly due to the lack of binding third-party settlement. Nevertheless, in that paper, I presented a list of not less than 57 existing instruments on dispute settlement regarding space activities so that no repetition seems necessary here. A number of these instruments choose arbitration as the method of dispute settlement. But I also indicated that, though this list may look quite impressive at first sight, scrutiny soon reveals major weaknesses: The major space law treaties, including the Liability Convention, do not provide a machinery for binding dispute settlement. Such binding dispute settlement is only found in very specific instruments for highly limited areas of space activities. The scrutiny, therefore, confirms the need for a new effort in developing a system of dispute settlement regarding space activities.

The most detailed effort in this context has been made by the Space Law Committee of the International Law Association which, some ten years ago, elaborated a Draft Convention on the Settlement of Space Law Disputes[29]. Arbitration is one of the three options provided in Art. 6 as a possible choice of procedure by the state parties to the Convention. Section V of the Draft Convention provides the details for the establishment of an arbitral tribunal. And indeed, according to Art. 6 para. 4, if the parties to a dispute have not agreed on another method of dispute settlement, the dispute may be submitted by any party only to arbitration. The Draft Convention, therefore, provides for compulsory third-party dispute settlement and chooses arbitration as the preferred and subsidiary method.

4. Arbitration Regarding Commercial Space Activities

As indicated before, for decades already and to a growing extent today, arbitration is the preferred method of dispute settlement in international economic and commercial relations not only between private enterprises, but also, if states or state institutions or state enterprises conclude contracts in international business relations. The major reasons for this practice may be shortly summarized as follows :

- The parties can choose their arbitrators themselves and thereby select persons whom they trust to have high professional qualification in the relevant field and high personal integrity.

- Arbitral proceedings are normally confidential and can therefore better secure professional secrets and avoid unwanted publicity.

- Arbitral tribunals provide a final decision of the dispute rather than several instances of court procedures.

- Due to this final decision in one instance, arbitral procedures are normally faster and less expensive than court proceedings.

- Arbitral proceedings are more informal than court proceedings and thereby provide a greater opportunity to still achieve an amicable settlement and continue business relations in the future between the parties.

In addition to these major reasons for the choice of arbitration both at the national and international level, one may add some reasons why particularly in international business relations arbitration is preferred :

- Often a party is hesitant to submit to the national courts in the state of the other party.

- This is especially so, if a state or state institution is one of the parties to the dispute, be-

cause the private enterprise might fear that the state courts of the same state might not be independent enough to rule against institutions of the same state.

- Arbitral procedures are more flexible than the procedural law for state courts where often a foreign party is less acquainted with the procedure and thereby has a disadvantage.

- While state courts always use the national language, arbitral procedures may be conducted in a common or third language to give equal opportunity to both parties.

- Enforcement of arbitral awards is to a much greater extent ensured at the international level than the enforcement of decisions by state courts. This is due to the United Nations Convention on the Enforcement of Foreign Arbitral Awards of 1958 which has been ratified by all major industrial states and a large majority of developing states. Outside the European Community no similar multilateral instrument for the enforcement is available with regard to judgments and decisions by state courts.

All or at least most of these major reasons for the preference of arbitration for dispute settlement are also relevant in the field of commercial space activites. It is therefore not surprising that, almost from the very beginning, space industry used arbitration clauses in their contracts with other enterprises. The same practice is found by state institutions and international governmental organizations. Thus, the recently finished arbitration procedure between the Indian Government and McDonnell Douglas regarding a launch activity in Cape Canaveral was based on a relevant clause in the contract between those two parties[30]. And for many years, the European Space Agency (ESA) provides for arbitration in its "General Clauses and Conditions for ESA Contracts". In the most recent Revision 5 of this basic document used for all ESA contracts with the space industry, the relevant provision reads as follows:

"Clause 13 Arbitration

13.1 Any dispute arising out of the interpretation or execution of the contract shall, at the request of either party, be submitted to arbitration.

13.2 The contract shall specify the country where the Arbitration Tribunal shall sit; normally the Arbitration Tribunal shall have its seat in the country where the Contractor has his legal seat or where the contract is to be executed.

13.3 If no other arbitration is foreseen in the contract, any dispute arising out of the contract shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators designated in conformity with those rules.

13.4 When arbitration other than in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce is provided for in the contract, the procedure of the Arbitration Tribunal shall be that of the country mentioned in subclause.

13.5 The award shall be final and binding on the parties; no appeal shall lie against it. The enforcement of the award shall be governed by the rules of procedure in force in the state / country in which it is to be executed."

As most contracts of the space industry are not disclosed publicly, a detailed evaluation of the relevant practice with regard to dispute settlement is not possible. But from all indications available it seems clear that many enterprises of the space industry include similar arbitration clauses in their contracts. In contracts with partners in the same country, often arbitration procedures available within that state might be chosen such as those of the American Arbitration Association between companies in the United States and the arbitration rules of the German Institution of Arbitration between companies within Germany.

Contracts with foreign parties which, for the reasons mentioned, contain arbitration clauses to an even greater extent, most often refer to the following arbitration rules and arbitration institutions :

- Arbitration Rules of the International Chamber of Commerce (ICC),

- Arbitration Rules elaborated by the United Nations Commission on International Trade Law (UNCITRAL),

- Arbitration Rules of the London Court of International Arbitration (LCIA),

- Arbitration Rules of the International Centre for Settlement of Investment Disputes ICSID,

- Arbitration Rules of some national institutions, especially in Switzerland, Austria, and Sweden.

With the growing use of arbitration a number of further rules and institutions have been created over the years for arbitral procedures. But most of these are very seldom or not at all used in practice.

If arbitration is chosen in practice, two basic choices are available: either the choice of so-called institutional or administered arbitration or that of ad hoc arbitration. If the parties prefer ad hoc arbitration - which is less often the case - they either have to provide all the necessary details of the arbitral procedure within their contractual clauses or can choose the UNCITRAL Arbitration Rules mentioned above which have been elaborated especially for ad hoc arbitrations. Much more often we find in practice the choice of administered or institutional arbitration, because such a choice can be made by a very short arbitration clause in the contract and the existence of a competent arbitration institution ensures that unforeseen problems in the arbitral procedure can be solved more easily. An example for such an arbitral clause is the one cited above from ESA practice which refers to the arbitration of the International Chamber of Commerce which has been used for more than 60 years by the international business community. As a further example, one might refer to the recommended LCIA clause:

> "Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause."

Furthermore, the parties may wish also to specify the number of arbitrators, and the place and language of the arbitration. For this purpose the LCIA recommends the following provisions to be added to the above arbitration clause:

> "The governing law of this contract shall be the substantive law of...".
>
> The Tribunal shall consist of...(a sole or three) arbitrator(s). (In the case of a three member tribunal, the following words may be added: "Two of them shall be nominated by the respective parties.")
>
> The place of arbitration shall be...(city).
>
> The language of the arbitration shall be... ."

As states and state institutions are often involved in commercial space activities, it is of relevance that there is a long tradition of such states and state institutions using the above arbitration institutions, arbitration rules and arbitration clauses. This is illustrated by the fact that, regularly over the years, of the about 350 cases newly started each year under the arbitration rules of the International Chamber of Commerce, about one quarter involve such state parties. And, of course, this is also illustrated by the arbitration clause cited from ESA contract practice, as ESA is an international governmental organization of the European states.

5. Conclusion

There seems to be a wide agreement that effective machineries for the settlement of disputes have to be available in present day and future space activites both by states and by private enterprises. Adjudication and arbitration are the obvious two choices to assure a binding settlement. Arbitration has become the preferred method of dispute settlement both between states and even more so between private enterprises, especially in international commercial and economic relations. Present space law instruments sometimes provide for arbitration, but very often still lack an effective and binding method of dispute settlement. As far as particularly commercial space activities are concerned, the space industry and state institutions already choose arbitration in many of their contracts. It can be expected that this practice will increase in the foreseeable future and that the state institutions and private enterprises engaged in such commercial space activities will normally turn to the established rules and institutions of arbitration that have been accepted in most other fields of international commercial and economic relations.

References

1. See the selected cases reported in: Gorove, S., United States Space Law, Oceana, Binder II, I.A.5.(1); Böckstiegel, K.-H., Case Law on Space Activities, in: Jasentuliyana, N. (ed.), Space Law: Development and Scope, dedicated to Eilene Galloway, New York 1992, p. 205 seq.; Böckstiegel, K.-H./Benkö, M., Space Law - Basic Legal Documents, Dordrecht et al., Vol. I/1 Part B. 10.; and the reporting on the Martin Marietta

Case by Masson-Zwaan, T., IISL-1992-050 in 1992 IISL Proceedings.

2. See: Schwebel, ASIL 81 (1987), p. 831 seq.

3. Involvment of states in ICC arbitration has a long tradition. See: Böckstiegel, ASIL 59 (1965), p. 579 seq.; Böckstiegel, The Legal Rules Applicable to International Commercial Arbitration Involving States or State Controlled Enterprises, in: ICC International Arbitration - ICC Court of Arbitration 60th Anniversary, Paris 1984, p. 177 seq.

4. Declaration of the Government of the Democratic and Popular Republic of Algeria (General Declaration); Declaration of the Government of the Democratic and Popular Republic of Algeria concerning the Settlement of Claims by the Government of the United States of America and the Government of the Islamic Republic of Iran (Claims Settlement Declaration); Undertakings of the Government of the United States of America and the Government of the Islamic Republic of Iran with respect to the Declaration of the Government of the Democratic and Popular Republic of Algeria (Undertakings); reprinted in: ILM 20 (1981), p. 224 seq.

5. For further details see: Böckstiegel, Arbitration and State Enterprises - Survey on the National and International State of the Law and Practice, Deventer/Paris 1984.

6. Examples: Agreement on Trade, Protection of Investments and Technical Co-operation between the Swiss Confederation and the Republic of Dahomey, Art. 9 (UNTS Vol. 1000, p. 165); Agree- ment on Trade and the Promotion and Protection of Investments between the Swiss Confederation and the Central African Republic, Art.7 (UNTS Vol. 915, p. 23); Agreement between the Swiss Confederation and the Democratic Republic of the Sudan Concerning the Encouragement and Reciprocal Protection of Investments, Art. 10 (UNTS Vol. 1000, p. 329); Agreement on Encouragement and Reciprocal Protection of Investments between the Kingdom of the Netherlands and the Republic of Korea, Art. XI (UNTS Vol. 973, p. 97).

7. Examples: Air Transport Agreement Between the Government of the United States of America and the Government of the Hungarian People's Republic, Art. 15 (UNTS Vol. 915, p. 248); Agreement Between the Government of the Swiss Confederation and the Government of the Republic of Indonesia Relating to Regular Air Transport, Art. 13 (UNTS Vol. 1235, p. 39); Agreement Between Spain and Japan for Air Services, Art. 17 (UNTS Vol. 1206, p. 65); Agreement Between the Government of the Cooperative Republic of Guyana and the Government of the Federative Republic of Brazil for Air Services Between and Beyond Their Respective Territories, Art. 10 (UNTS Vol. 997, p. 149).

8. In this context see: Shihata, Towards a Greater Depoliticization of Investment Disputes: The Roles of ICSID and MIGA, ICSID-Review 1 (1986), p. 1.

9. Stuyt, Survey of International Arbitrations 1794-1989, Leiden/ Dordrecht 1990.

10. ICG Reports 1952, p. 176 seq.

11. RIAA XII, p. 281.

12. ILM 8 (1969), p. 118.

13. International Law Reports 38 (1969), p. 10.

14. International Law Reports 50 (1976), p. 2.

15. International Law Reports 54 (1979), p. 6.

16. International Law Reports 52 (1979), p. 93.

17. ILM 25 (1986), p. 251.

18. ILM 27 (1988), p. 1421.

19. For the case Greenpeace v. France, see: Reymond, C. in: Journal of International Arbitration 9 (1992), p. 91 seq.; For the case New Zealand v. France, see: International Arbitration Report 1990, Document A and ICLQ 40 (1991), p. 446 seq.

20. See the summary reports by Schwebel, op. cit., AJIL 81 (1987), p. 831.

21. See: Robinson, Colson, Rashkow, Some Perspectives on Adjudication before the World Court: The Gulf of Maine Case, AJIL 79 (1985), p. 578.

22. ICJ Reports 1986, p. 554.

23. Judgment of 20 July 1989 in International Arbitration Report 1989, July 3 and C-1.

24. Procedural briefs and decisions in ICJ Reports 1987, p. 10, 12.

25. Examples: Jones, The Iran-United States Claims Tribunal: Private Rights and State Responsibility, in: Virginia Journal of International Law 24 (1984), p. 259 sq; Clagett, The Expropriation Issue Before the Iran-United States Claims Tribunal: Is "Just Compensation" required by International Law or Not?, in: Law and Policy in International Business 16 (1984), p. 813 sq.; Carbonneau, The Elaboration of Substantive Legal Norms and Arbitral Adjudication: The Case of the Iran-United States Claims Tribunal, in: Lillich (ed.), The Iran-United States Claims Tribunal 1981 - 1983 (1984), p. 104 sq., Gold, The Iran-United States Claims Tribunal and the Articles of Agreement of the International Monetary Fund, in: George Washington Journal of International Law and Economics 18 (1985), p. 537 sq.; Leurent, Problèmes soulevées par les demandes des double nationaux devant le Tribunal des différents irano-américains, in: Revue critique de droit international privé 74 (1985), p. 273 sq.; McCabe, Arbitral Discovery and the Iran-United States Claims Tribunal Experience, in: The International Lawyer 20 (1986), p. 499 sq.; Caron, Interim Measures of Protection: Theory and Practice in Light of the Iran-United States Claims Tribunal, in: Zeitschrift für ausländisches öffentliches Recht und Völkerrecht 46 (1986), p. 466 sq.; Maiwald, Das Iran-United States Claims Tribunal, Cologne 1987; Brower, Current Development in the Law of Expropriation and Compensation: A Preliminary Survey of Awards of the Iran-United States Claims Tribunal, in: The International Lawyer 21 (1987), p. 639 sq., and The Iran-United States Claims Tribunal after Seven Years: A Retrospective View from the Inside, in: The Arbitration Journal 43 (December 1988), p. 16 sq.: Westberg, International Transactions and Claims Involving Government Parties - Case Law of the Iran-United States Claims Tribunal, Washington 1991.

26. Shortly after being filed the awards are published - and commented - in the Iranian Assets Litigation Reporter and in Mealey's Litigation Reports (Iranian Claims). All awards are reprinted in Iran-United States Claims Tribunal Reports, Grotius Publications, Cambridge, 27 volumes since 1983. Selection reprinted regularly in Yearbook Commercial Arbitration, Deventer.

27. Not an evaluation, but a selective resumé of issues in the decisions of the Tribunal can be seen in: Böckstiegel, Zur Bedeutung des Iran-United States Claims Tribunal für die Entwicklung des internationalen Rechts, Festschrift der Rechtswissenschaftlichen Fakultät zur 600-Jahr-Feier der Universität zu Köln, Cologne 1988, p. 605; Böckstiegel, Practice of International Dispute Settlement - Thoughts after Resigning as President of the Iran-United States Claims Tribunal, in Liber Amicorum for Nicolas Matte, Montreal 1989.

28. IISL Proceedings 1992, paper IISL-92-0003.

29. International Law Association, Report of the 61st Conference, Paris 1984, p. 325 seq., 334 seq.

30. As the author was involved in that arbitration and the proceedings are confidential, further details cannot be disclosed here.