On the Neutrality of the Arbitrator and of the Place of Arbitration

In the field of international arbitration, it is considered as axiomatic that the sole arbitrator or chairman of the arbitration tribunal must be "neutral". It is generally deemed desirable — if only to preserve in practice the equality of the parties — that the place of arbitration be "neutral", and in both cases this "neutrality" is sought with regard to both the parties and to the subject-matter in dispute.

Although these statements may seem commonplace or even trite, it is perhaps interesting to inquire further into the real meaning, or rather meanings, of the term "neutrality" in this context.

The following remarks purport to suggest, not only that the "neutrality" of arbitration implies that of the arbitrator and, to a large extent, that of the place of arbitration, but also and mainly that this concept has several aspects, often neglected, which extend beyond the current meaning of the term. We believe that the notion of "neutrality" is here much richer than is commonly imagined and that it is closely linked to the international character of arbitration — so much so that it could even be identified with it in many cases. Such are, in a nutshell, the main ideas which will be outlined below, if not fully argued because of the space limits inherent to our presentation.

By their very nature, such ideas have a general as well as a somewhat tentative character. A famous phrase we like to recall in this connection is William Blake’s "to generalise is to be an idiot" — in itself a remarkable but useful generalisation! It seems particularly appropriate in the domain of arbitration to keep such a warning in mind, for at least two reasons: first, confidentiality is here "of the essence" and we should always be aware of the limitation of our knowledge of the subject¹; second, there is such a variety of types and forms of arbitrations that few general statements can safely be applied to all.

This last observation appears very relevant to the precise questions of the "neutral" or "international" character of arbitration, and it must be recognized from the outset that, for both notions, everything is a question of degree: certain arbitrations, while

¹ P. Lalive, “Enforcing Awards”, ICC Court of Arbitration 60th Anniversary, Chapter 1, Section 1, pp. 11–14.
technically "international" may be handled like a national arbitration without great harm being done (e.g. "commodity arbitrations"); others (with which we are dealing here) are more international and require specific treatment.

I. The Arbitrator's Neutrality

It is a fundamental tenet of arbitration law that the sole arbitrator or chairman must be fully independent and impartial — two notions which can be assimilated at least for the purpose of the present discussion. In Switzerland, for example, this principle is guaranteed by the Federal Constitution (art. 4 and 58). Everyone has a right to be judged by a court or an arbitration board which is in its entirety above any suspicion.

There is no need to discuss here the position of the arbitrator designated by one party and the question whether (while acting basically as a judge) he should be submitted to exactly the same requirements of impartiality as the chairman of the tribunal. Let us consider rather the position of the neutral chairman or president (or single arbitrator) — hereinafter referred to simply as "the arbitrator" — who, in most cases, is appointed either jointly by the two "party arbitrators" or by some independent authority or institution.

The arbitrator's "neutrality" goes further than his independence or impartiality, although, under a narrow and superficial interpretation, it is often taken as being synonymous.

Its first and better known aspect is what is sometimes called "national neutrality." Inasmuch as parties, in the great majority of cases, have different nationalities and/or residences or commercial establishments, it stands to reason that the "third arbitrator" or chairman should not, as a general rule, have the same nationality as one of the parties.

2 According to one or the other of the criteria usually applied to such characterization; see Dutot/Knoepfler/Lalive/Mercier, Répertoire de droit international privé suisse, ed. Staempfli, Berne, vol. 1, 1982, No. 16–17; Ph. Fouchard, "Quand un arbitrage est-il international?", Revue de l'arbitrage 1970, p. 59.

3 See a decision of 22nd June 1973 of the Court of Justice of Geneva, in re Niclas, Répertoire (cited in Note 2), Nos. 186 and 183.

4 See for instance ICC Rule 2, Section 4.

5 See, e.g., a decision of the Swiss Supreme Court (hereinafter "ATF") 92 I 271, 1966, in the case Centrozap, and Répertoire cit. supra, Note 2, at Nos. 170–171.


7 "Both the sole arbitrator and the chairman must be neutral compared with the nationality of the parties", F. Eisenmann, in: "Developments in Commercial Arbitration", London Conference, March 1981, p. 81; cf. ICC Rule 2 (6) and UNCITRAL Rule 6 (4).
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True it is that, in itself, nationality is not an important or even legally relevant factor, especially in cases where the arbitrator is chosen directly and jointly by the parties. But—as aptly observed by an experienced English practitioner, the late Neil Pearson—"as a symbol of impartiality, the national neutrality of an arbitrator is a vital factor for the proper functioning of a good arbitral tribunal"; should this principle of neutrality not be observed, an unhealthy atmosphere of doubt and fear is likely to appear.

The arbitrator’s “third”, or better “neutral”, nationality is of course no guarantee that he will necessarily be more impartial than a national of the same country as one of the parties would be. At best, this factor might be taken as involving a certain presumption that he will be less likely to share with one of the parties common values, general interests or philosophies. But, the question is not whether, in actual fact, such an arbitrator is more independent or more impartial because of his “neutral nationality”—a fact which is impossible to ascertain (subject of course to the usual rules relating to challenge of arbitrators)—the question is whether he will thus be thought of or seen as more impartial by the parties, i.e. whether he will (rightly or wrongly) inspire more confidence because of his “neutral” nationality. This would seem to be a situation where reference can be made, at least by analogy, to the well-known English phrase “it is of fundamental importance that justice should not only be done, but should manifestly and undoubtedly be seen to be done”.

Reference may be made here to the particular organisation of arbitration courts in Eastern Europe, i.e. more exactly in CMEA countries, an organisation which does not permit the appointment of a “neutral national” as chairman, since foreigners still today cannot be included in the list of arbitrators from which even “party arbitrators” are to be selected (except in the arbitration courts of Hungary, Czechoslovakia and Poland). As rightly noted by Werner Melis, while the competence and objectivity of CMEA arbitrators is widely recognized, “the question of admission of foreign arbitrators is psychologically still of importance in a choice of an arbitration centre”.

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8 UNICITRAL Draft “Composite text of a Model Law” (A/CN. 9/WG. II/WP 48) merely provides (art. 11 (1)), in its version of 29th November 1983, that “No person shall be by reason of his nationality or citizenship precluded from acting as an arbitrator, unless otherwise agreed by the parties”; cf. art. III, Geneva Convention of 1961.
9 N. Pearson, loc. cit., supra note 6.
10 See on this, e.g., art. 18 ff. Swiss Intercontinental Arbitration Convention of 1969; UNICITRAL Arbitration Rules 9 ff.; UNICITRAL’s “composite text”, cited above Note 8, art. 12.
11 R. v. Sussex Justices, Ex parte McCarthy (1924) 1 K.B. 256, at 259 (per Lord Hewart, C.J.).
12 Cf. P. Laflamme, “Problèmes relatifs à l’arbitrage international commercial”, in: Recueil des cours, Académie de Droit International de La Haye, A.W. Sijthoff, 1967, II, pp. 667-668, citing the variety of opinions among specialists on the question of whether the CMEA type belongs to the notion of “arbitration” in the usual sense.
14 Courts in Western Europe have been invited on several occasions by a losing party to refuse recognition of such awards, on the ground of public policy (insufficient independence of the arbitrators and violation of the equality of the parties). The Swiss Supreme Court, since the
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This example may serve to illustrate the link between "nationality", strictly speaking, and other "connections" of the arbitrator. If the nationality (or, to a lesser extent, the residence) is deemed relevant at all, it is because of its supposed implications: by an instinctive reaction, parties will generally assume without much further thought that a prospective arbitrator is likely, or even bound, to share his country's ideology and common values, if any.

When all members of an arbitration tribunal have to be selected from a list composed exclusively of citizens of a socialist State, it is hardly surprising that foreign parties may feel some reluctance in accepting for instance arbitration in Moscow (quite apart from the practical, e.g. linguistic, difficulties involved for a "Western" party). Specialists generally recognize that such reluctance or distrust is not justified15, but the hard fact remains that it does exist16.

This observation need not be limited to East/West relations; it is equally valid in all or most cases where the basic principle of objective and visible neutrality (of the arbitrator and, as will be shown below, of the country or place of arbitration) has not been respected. Arbitration means "third party decision", which amounts, in international relations, to a decision by a neutral national, acting generally in a "third country"17.

If the fundamental idea of equality of the parties thus appears necessarily to imply and lead to the "neutral nationality" of the arbitrator, it would be wrong to assume that it is limited to it. Obviously, the arbitrator's neutrality should not and cannot be merely geographical (whether it is expressed through nationality or residence); as already hinted at above, such geographical or juridical links (or absence thereof), as a general rule, are seen or felt by the parties — rightly or wrongly — would seem to be immaterial — as symbols "prima facie" of "real", i.e. substantive neutrality, independence and impartiality of the arbitrator (or absence thereof)18.

leading case of Ligna v. Baumgartner ATF 84 1 39, Annuaire suisse de droit international, cit. in Répertoire supra Note 2 at Nos. 358-360, has dismissed the objection and granted recognition to such awards.

16 Cf. art. IV, 3, 6 of the Geneva Convention of 1961, creating a "Special Committee" — a provision which is based on a "presumption of mutual lack of trust" (N. Pearson, loc. cit. supra Note 6).
17 The notion of "geographic neutrality" may be extended in some cases having regard to the subject-matter of the dispute; e.g. in a recent ad hoc arbitration relating to exploitation of seabed resources, the choice of arbitrators is said to have been restricted to nationals of countries not engaged in such exploration or exploitation.
18 It is after all a most serious step to bind oneself to accept the decision of a third party, especially if the latter is not chosen directly but through some authority or institution. Great caution (even if objectively excessive) is therefore quite understandable. Similarly, "excessive" caution may be expected from a prospective arbitrator called upon to disclose "any circumstances likely to give rise to justifiable doubts as to his impartiality or independence" (UNCITRAL's "composite text", cited supra Note 8. art. 12 (1)); he may be well advised in some cases to disclose also circumstances likely to give rise to ... unjustifiable doubts!
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With other factors or other "connections" of the arbitrator, we leave the domain of symbols to deal directly with neutrality: reference is often made here to religion (especially important, for instance, in the Middle East), to ideologies ("capitalism" v. "socialism") or to the opposition between "industrialised" or "developed" countries, on the one hand, and "developing countries" on the other. In his above-mentioned Report, Neil Pearson has made apt remarks, with characteristic common sense, on the "absence of precise meaning" of most of these ideological labels or terms and on the suspicions, often irrational, which may crop up with regard to a prospective arbitrator, "however fully impartial and personally free from prejudice" he may be.

True it is that what may be called the arbitrator's "social environment" is often important - or at least may be felt to be so by the parties since, as observed by B. Goldman, it may determine the arbitrator's way of thinking, especially when he belongs to a country having either a State religion or an official State ideology. The presumed effect of a social environment should be much less important, in the nature of things, where the arbitrator lives in (and is a member of) a "pluralistic society", i.e. in a State where different political or economic philosophies or views are permitted. Lastly, one should of course refrain from assuming - by some strange sort of determinism - that an arbitrator's own personality is less important than his "social environment"!

At least a part of the arbitrator's personality may be said to be shaped by his legal education and outlook. This elementary observation leads us to emphasize another, and important, dimension of the arbitrator's neutrality: what may be described as his juridical open-mindedness and lack of prejudice, his absence of legal nationalism, his sympathy for other countries' legal cultures and institutions.

If the old saying is true that "an arbitration is worth what the arbitrator is worth", then an international arbitration should be decided by a truly "international" arbitrator, i.e. by someone who is more than a national lawyer, someone who is internationally-minded, trained in comparative law and inclined to adopt a comparative and truly "international outlook". In this way, he will really be neutral in relation to the legal systems and methods, whether procedural or substantive, of both parties - systems and methods which, whatever may be the law chosen to govern the subject-
matter in dispute, are bound to influence to some extent the parties' attitudes and
presentations, consciously or not, as arbitration practice frequently reveals.

To sum up in a simple, and perhaps oversimplified, manner: it is submitted that
the international arbitrator must be neutral with regard not only to the countries of
the parties and their political systems, but also to the legal systems and concepts of
both parties, and this means that he must have an "international" way of thinking\(^23\).

The importance of this factor is often lost sight of or underestimated, in particular
by American and European practitioners, many of whom fail to realize the quite
legitimate concern felt, for instance, by Asian parties in this respect\(^24\). During the
negotiations of an international contract, any party's attempt to impose on the other
his own legal rules, concepts and language is likely to be resented and opposed by the
other. Similarly, an arbitrator's legal parochialism, a superior attitude (conscious or
not) towards foreign legal notions and values is bound to create suspicion and distrust
and therefore bound to weaken the acceptance of the award and to jeopardize the
whole arbitration process.

The arbitrator's neutrality and objectivity — often the combined result of a natural
gift and an acquired skill — would thus seem to involve necessarily a large degree of
"international mindedness" and "comparative law approach", i.e. the exact opposite
of juridical nationalism\(^25\).

II. The Neutrality of the Place of Arbitration

Analogous considerations hold true, "mutatis mutandis", with regard to the neutrality
of the place of arbitration — admittedly a less decisive factor than the arbitrator's,
though far from practically lacking in importance. While lack of space precludes a full
investigation, the following observations may help to put the question into focus and
to dispel some common misunderstandings — it being emphasized once again that,
in the nature of things, such tentative generalisations cannot apply to all types of
arbitration or to all situations.

\(^{23}\) While the full implications of this idea cannot be developed here, one may say that such an
arbitrator should be able and willing to understand and apply foreign laws and to take into
account, in a proper case, general principles of law, "relevant trade usages" (cf. ICC Rule 13
(5)) and gradually emerging rules of "lex mercatoria".

\(^{24}\) During the Paris Conference held for the 60th Anniversary of the ICC Court in October 1983,
Sheikh Yamani, of Saudi Arabia, rightly stated that principles of Moslem law could contribute
more in the future to the development of international arbitration law.

\(^{25}\) Reference must be made here to the manifest inadequacy — in this age of growing internationali-
sation of social (and not only commercial) relations — of legal education, which remains purely
or mainly (and narrowly) national in practically all countries (cf. P. Lalive, op. cit., supra
Note 1, at pp. 67 and 75 and in Note 80, citing the famous Athens Resolution of the Institut
de Droit International, on the teaching of international (public and private) law, Annuaire de
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First, the well-known fact may be recalled that the choice of the single arbitrator or chairman and that of the place of arbitration are often interrelated: either the arbitrator is chosen because (inter alia) he is a citizen and resident of a neutral country, or, perhaps less frequently, the place of arbitration is selected (or changed) as a side-effect of the choice of the neutral arbitrator. An additional factor is of course the law governing the contract: the choice of a "neutral" or "third" law as the proper law — a frequent occurrence in international practice — may lead the parties, or the two "party arbitrators" or the competent appointing authority, to designate as chairman a person familiar with the chosen legal system.

This latter factor should not be overestimated: experienced international arbitrators are generally quite as capable, and perhaps more so, of applying a "foreign" law to contractual disputes as a national judge (who may have to do so, and often reluctantly, under his own private international law).

It has been suggested that the chairman's nationality and/or residence should coincide with the place of arbitration, so that he may be able to apply local rules of procedure. While attractive at first sight, this suggestion can hardly be thought of as decisive, for at least three reasons: (a) the modern law of international arbitration today leaves a wide autonomy to the parties with regard to procedure (subject only to universally recognized fundamental guarantees of fairness and equality; (b) the existence, in all systems of procedure, of some mandatory rules does not necessarily mean that they apply to international as well as to domestic arbitration (just as domestic public policy is not identical to international public policy); and (c) it is difficult to see why a qualified arbitrator (or the party’s advisers) should experience overwhelming difficulties in getting sufficient information on and understanding, when need be, of foreign rules of procedure as well as foreign substantive law.

There is no necessity at all, of course, that the arbitrator’s nationality or residence, the law governing substance (not to mention procedural law), the place of arbitration all coincide, whatever the practical advantage of such harmony in a given case. What is more important is that "neutrality" be obtained (although by different ways) with respect to the arbitrator, the governing law and the place of arbitration: in other words, in a dispute between a Canadian enterprise and a Yugoslav State organisation,

14 In “Resolution of Commercial Disputes: Arbitration v. Litigation” (Hongkong Law Journal 1979, pp. 27 ff., 36, cf. also Journal of Business Law 1980 p. 164), the Hon. Mr. Justice Kerr (as he then was) — pleading in favour of submitting international disputes to the English Commercial Court (or, as a second best, to English arbitration in London) — strongly attacks what he calls “the apparent advantages of neutrality of the forum”. — This is not the place to submit this interesting article to the critical analysis it deserves (e.g. regarding its less than fair generalisations about ICC arbitration). It will suffice (a) to concede that a choice of place of arbitration should preferably be preceded by some study of its possible consequences (cf. Mark Littman, London Conference 1980, supra Note 13, at p. A12) and (b) to state, with great respect, that the learned judge’s arguments appear quite unconvincing (see e.g. the argument that “the procedural law of a neutral forum may often be different from the law which governs the contract ...”).
a kind of "treble neutrality" might conceivably - though not ideally - be obtained if an Austrian arbitrator is appointed to sit in Zurich, Switzerland, and apply the English law chosen by the parties!

The neutrality of the place of arbitration may be said, for present purposes, to have three complementary aspects: practical, political and juridical.

The first is obvious and reflects a common concern for concrete equality of the parties; settlement of disputes in a third country (whether by litigation or arbitration) offers a fair sharing of inconvenience, whereas arbitration in one party's country is likely to give to it substantial advantages of a practical, psychological and perhaps even legal character. There exists therefore, quite understandably, in the international trade community, "a very strong inclination" to choose a "neutral" country (particularly if the other party happens to be a State enterprise or organisation) - "neutral", of course, in relation to the parties. It follows, for instance, that, as a general rule, Switzerland should not be selected in cases where one of the parties is a Swiss enterprise or where the object of the dispute is otherwise connected with Switzerland.

In the face of such a widespread and deep-rooted preference, one may well entertain serious doubts on the future success, in practice, of those recent bilateral agreements concluded by national arbitration associations which, for political reasons of compromise and failing agreement on a better, neutral solution, provide for arbitration in the country ... of the defendant (the main or possibly sole merit of such a solution would seem to be its deterrent effect on prospective claimants).";

The second aspect of neutrality may here be described by the loose term of "political", in the sense that the country of arbitration does not belong to a political "bloc", group or alliance of nations, with regard to the parties (whatever the nature be of such an alliance, be it military, political or economic), or in the sense that it has no colonial past, has not taken sides in a recent conflict affecting the country of one of the parties, etc. Here one finds again what, in relation to the arbitrator, was aptly called "the symbolic aspects of "national neutrality": reference may be made here, in passing, to the Final Act of the Helsinki Conference on Security 1975, which expressly invites all States to permit arbitration in a third country. Although the arbitrator may be entirely immune to the influence of his social and political environment, parties may fear, nevertheless, that the latter may well have some indirect

Mark Littman, loc. cit. supra Note 26, at p. A11; see also Dominique Hahn, "L'arbitrage commercial international en Suisse face aux règles de commerce de la CEE", Genève 1983, pp. 9-11.

It is doubtless significant that in East-West trade and notwithstanding the reputation of impartiality of CMEA arbitration courts, "most East-West arbitrations have taken place in third countries", W. Melis, op. cit. supra Note 13, p. B11.

By N. Pearson, loc. cit. supra Note 6.

impact, for instance if local courts are called upon to assist the arbitrator or supervise his decisions.

Perhaps even more relevant than such "external policy aspects" of neutrality of the place of arbitration is the "internal neutrality" — a convenient short term which covers or sums up various characteristics of the local environment, i.e. its social, political, religious and ideological pluralism, its atmosphere of tolerance and freedom of expression, etc. In such an environment, parties and their advisers, as well as the arbitrators, are likely to find congenial surroundings for their work, free from outside pressures and better suited to a proper understanding of the specific needs of international trade.

This aspect is inevitably closely connected with the juridical side of neutrality (discussed above at some length in respect of the arbitrator and his international or "comparative law" outlook). From this point of view, several factors may be rapidly listed here — to conclude — as worthy of some consideration, together with practical and political elements, before a place of arbitration is selected.

Among such elements of the "legal environment" which may prove relevant is the amount of arbitration experience of the legal community as a whole, and in particular of local counsel or local judges who may be called upon to assist or intervene in the arbitration process. The local tradition of judicial independence may also be highly important, inasmuch as a resident arbitrator (whether chairman or "party arbitrator") is less likely to show full independence in a delicate case if he knows that this might jeopardize his career, or more.

It may also be useful, of course, to examine the records of local courts with regard to their readiness to assist the arbitrators when need be and to supervise or set aside arbitral decisions. Also relevant is the fact that the courts of a given country do fully recognize the modern principle of the arbitrator's "competence-competence". Furthermore, on the level of private international law, two aspects at least need be briefly mentioned here — which are often neglected or misunderstood by practitioners.

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31 See on this point, in connection with the understandable desire of many, e.g. developing countries to become centres of international arbitration, P. Lalil, Report cited above, Note 1, pp. 66-71.
32 Which is the case in Switzerland as in most civil law countries, but not in the United States: Stein & Wolman (38 Business Lawyer, August 1983 p. 1685, at 1691), while claiming that the AAA system is the best in the world, concede that "a disadvantage to U.S. arbitration is the willingness of courts to entertain jurisdiction regarding such challenges to arbitral jurisdiction". In England, the position seems doubtful, according to Clive Schmitthoff ("The Jurisdiction of the Arbitrator", in: Liber Amicorum Pieter Sanders, p. 285, at 292-3). UNCITRAL's "composite draft text", cited supra Note 8, does recognize the arbitrator's "competence-competence", and this avoids the possibility of serious delays and dilatory tactics.
33 A constant source of confusion — in discussions about international arbitration — appears to lie in the fact that many practitioners, however locally experienced, are insufficiently familiar with Private International Law and thus frequently mix up concepts and levels of analysis (e.g. domestic and international). See e.g. J. Gillis Wetter, "Sweden as the Location of International Arbitration Proceedings", in Private Investors Abroad, New York 1977, p. 223, 240. Quite apart from inevitable differences of opinion, it can only be regretted, with respect, that
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One relates to the international arbitrator's system of conflict rules, the other to the general attitude of local private international law towards party autonomy and the distinction between domestic and foreign "public policy" or "ordre public".

On the first point, it should suffice to state that the international arbitrator is not bound at all to apply the local conflict rules of the place of arbitration, contrary to an old theory and the belief of some practitioners. The modern view is well expressed in art. VII of the European Convention of 1961 (Geneva), in UNCITRAL Arbitration Rule 33 (1) and ICC Rule 13 (3) and it is confirmed in the latest Draft of UNCITRAL's Model Law. On the second point, it may be of interest to know whether local courts, if called upon to supervise or set aside arbitral decisions, on the substance or the procedure, would not only show great restraint but, generally speaking, be influenced by a legal tradition of wide respect for the parties' autonomy and of very narrow interpretation of the concept of international "ordre public", and, last but not least, whether they do possess a sufficient degree of open-mindedness, "comparative law approach" and international outlook.

To conclude: the "neutrality" of international arbitration implies that of the arbitrator and, to a lesser but significant extent, the neutrality of the place of arbitration. It has been suggested above that, especially but not only in the arbitrator's case, "neutrality" has a wider and richer meaning than is commonly realized, a meaning which may of course vary according to the circumstances of a given case and to its degree of "internationality" and lead to select rather diverse types of people as arbitrators and, as a suitable place of arbitration, cities in many different countries: in this sense, cities like Cairo, Kuala Lumpur, Lagos, London, Paris or New York may, in a given case, be characterized as "neutral" just as Geneva, Zurich, Vienna, The Hague or Stockholm. This interpretation goes therefore beyond mere national or geographical neutrality. It does seem to result in assimilating or equating the arbitrator's duty to be objective and independent and his duty to act, rather than as a national arbitrator, as even in publications admittedly more in the nature of pleadings "pro domo sua" than of scientific contributions, so much confusion is maintained with regard to PIL (e.g. on the meaning of "lex fori").

34 E.g. J. Gillis Wetter, loc. cit., who writes (p. 240): "There are other, perhaps even more important (than the application of the local procedural law), implications of the choice of location. The conflict of laws of the lex fori must also apply, at least to some extent ... it is settled law and practice at least in Sweden." – While this practice appears contrary to the UNCITRAL and ICC Rules mentioned in the text (and to the Geneva Convention of 1961), it is said by practitioners of East-West trade to have been a motive for Soviet acceptance of Stockholm in the "Optional Clause for Use in Contracts in USA-USSR Trade 1977", proposed by the AAA and USSR Chamber of Commerce and Industry, since Swedish conflict rules would normally lead to the application of Soviet Law, as the "lex loci contractus" and law of place of delivery of Western industrial equipment.

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an international one, immune to national prejudices and nationalistic tendencies, and open to the specific needs of the international community.

Finally and needless to say, most or all of the previous remarks also apply to the neutrality of arbitration institutions (which regrettably cannot be discussed here): in order to be and to appear really neutral, especially in the wide sense previously described, these institutions should of necessity be also international, in their composition, methods and outlook.36

36 Apart from a few rare international institutions or centres, like ICSID or the ICC Court of Arbitration, there exists a vast majority of national organisations, many of them of recent creation. It is submitted that, for many of them, "there is every reason to fear the creeping or open predominance of a national, or even nationalist, spirit" (cf. P. Lalive’s Report, cited supra Note 1, at pp. 71 ff.) contrary to present needs for a more international and neutral arbitration.