

## The Enforcement Of Foreign/Domestic Licensing Arbitration Awards In The United States

By Alan Van Praag

### Licensing & Foreign Arbitration—Introduction

As long as an arbitral award arises out of a relationship which “involves property located abroad, envisages performance or enforcement abroad, or has some other reasonable relation with one or more foreign states,” then the arbitral award shall be recognized and enforced under the terms of the NY Convention.<sup>1</sup> The Convention is the legal tool employed to confirm an arbitration award relating to a licensing agreement rendered in a foreign forum and converted it into a U.S. judgment enforceable in any state of the United States, whether the award is rendered in the United States or elsewhere.<sup>2</sup>

A complimentary Act for domestic and maritime arbitration disputes is the Federal Arbitration Act (FAA). This Act established a national policy favoring arbitrating and enforcing awards that arise from this action.

An important example of an arbitration award dispute in a licensing case is *Yusef Ahmed Alghanim v. Toys “R” Us*. This was a dispute involving both the NY convention and the FAA. This will be discussed in more detail later in the paper.

### II. NY Convention: Enforcement of Non-domestic Licensing Arbitration Awards

As stated, foreign—or “nondomestic”—licensing arbitration awards are, like other kinds of arbitration

awards, governed by the NY Convention. The following sections provide a framework for understanding the NY Convention and for applying the NY Convention to nondomestic licensing arbitration awards.

#### A. Jurisdiction

United States district courts have original jurisdiction over actions or proceedings falling under the NY Convention.<sup>3</sup> However, while the NY Convention gives the district court subject matter

jurisdiction to enforce an award rendered pursuant to its terms, the NY Convention does not eliminate the due process requirement that a federal court must also have personal jurisdiction over a defendant’s person or property in a suit to confirm a previously issued arbitration award.<sup>4</sup> Where such personal jurisdiction is lacking it is proper for the district court to dismiss the complaint to enforce a foreign arbitral award. Personal jurisdiction is obtained in most states where the losing party has assets or is operating an aspect of its business in that locale.

#### B. Requirements: Commercial, Nondomestic Relationships

The NY Convention applies to “[a]n arbitration agreement or arbitral award arising out of a legal relationship, whether contractual or not, which is considered as commercial, including a transaction, contract, or agreement.”<sup>5</sup> However, if such an agreement arises “entirely between citizens of the United States,” the agreement “shall be deemed not to fall under the Convention unless that relationship involves property located abroad, envisages performance or enforcement abroad, or has some other reasonable relation with one or more foreign states.”<sup>6</sup>

In other words, the NY Convention applies to

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1. Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 (“NY Convention”). 9 U.S.C. §§ 201-208; The NY Convention was enacted and opened for signature in New York City on June 10, 1958, and entered into force in the United States after ratification on December 29, 1970, Pub.L. 91-368 (1970). The NY Convention was not signed on behalf of the United States at the conference in 1958 because the American delegation felt that the NY Convention contained provisions were in conflict with certain U.S. domestic laws. See H.R. Rep. 91-1181 (1970). Because of increasing support for the NY Convention, both within and without the government, the NY Convention was passed in 1968 and enacted in 1970. Congress believed that joining the NY Convention would “serve the best interests of Americans doing business abroad by encouraging them to submit their commercial disputes to impartial arbitration for awards which can be enforced in both U.S. and foreign courts.” *Id.*

2. See 9 U.S.C. § 202.

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

4. *Id.*

5. 9 U.S.C. § 202.

awards “not considered as domestic.”<sup>7</sup> The Seventh Circuit Court of Appeals stated: “Any commercial arbitral agreement, unless it is between two United States citizens, involves property located in the United States, and has no reasonable relationship with one or more foreign states, falls under the Convention.”<sup>8</sup> Similarly, the Second Circuit Court of Appeals stated that the NY Convention applies to arbitral awards which are “made within the legal framework of another country, e.g., pronounced in accordance with foreign law or involving parties domiciled or having their principal place of business outside the enforcing jurisdiction.”<sup>9</sup>

## C. Reciprocity

The United States signed the NY Convention with the reservation that “it will apply the [NY] Convention to the recognition and enforcement of awards made only in the territory of another Contracting State.”<sup>10</sup> This language imposes what may be described as a reciprocity requirement. For example, in *Cavalier Const. Co., Ltd. (Bahamas) v. Bay Hotel & Resort, Ltd.*,<sup>11</sup> the court held that it did not have jurisdiction to confirm a foreign arbitral award rendered in a country that was not a signatory to the NY Convention. Because the Turks and Caicos Islands where the award was rendered were not signatories to the NY Convention, the court concluded that the award was excluded by the reciprocity requirement. However, today, 138 countries subscribe to the NY Convention.<sup>12</sup>

## D. Authority Under the NY Convention to Set Aside an Award

A district court’s role in reviewing a foreign arbitral award is limited: “The court shall confirm the award unless it finds one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the said Convention.”<sup>13</sup> Such a refusal or deferral of a foreign arbitral award may be sought by

parties under Article V of the Convention. However, the grounds for nonrecognition or nonenforcement of the foreign arbitral award are limited, and only apply to the following unusual situations:

- (a) The parties to the agreement... were... under some incapacity, or the said agreement is not valid under the law...; or
- (b) 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
- (c) 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...; or
- (d) The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties...; or
- (e) 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.<sup>14</sup>

Additionally, a court may refuse to recognize or enforce a foreign arbitral award if “[t]he subject matter of the [dispute] is not capable of settlement by arbitration,” or if “recognition or enforcement of the award would be contrary to the public policy” of the country in which enforcement or recognition is sought.<sup>15</sup> The grounds for relief outlined above are listed in Article V(1) and V(2) of the NY Convention.<sup>16</sup>

Additionally, courts have also found that the NY Convention does not include as grounds for relief “miscalculations of fact or manifest disregard of the law.”<sup>17</sup>

A petition to confirm an arbitration award is brought in Federal Court on notice to the losing party to the arbitration. The only documentation required, besides a lawyers affidavit explaining the underlying dispute and the result of the arbitration is a certified copy of the award. Once confirmed, the award can summarily be converted into a Federal judgment which is enforceable in any state of the United States where

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6. 9 U.S.C. § 202. For the purposes of the NY Convention, a corporation is deemed to be a citizen of the United States if it is incorporated or has its principal place of business in the United States. *Id.*

7. NY Convention Art. I(3).

8. *Jain v. de Méré*, 51 F.3d 686, 689 (7th Cir.), cert. denied, 516 U.S. 914, 116 S.Ct. 300, 133 L.Ed.2d 206 (1995).

9. *Bergesen v. Joseph Muller Corp.*, 710 F.2d 928, 932 (2d Cir.1983).

10. NY Convention Art. I(3).

11. *Cavalier Const. Co., Ltd. (Bahamas) v. Bay Hotel & Resort, Ltd.*, 1998 WL 961281 (S.D. Fla. 1998).

12. Data is relevant as of July 2006. See Appendix for a list of all signatories to the NY Convention.

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13. 9 U.S.C. § 207.

14. NY Convention Art. V(1). See also *Yusuf Ahmed Alghanim & Sons v. Toys “R” Us*, 126 F.3d 15, 19 (2d Cir. 1997).

15. NY Convention Art. V(2).

16. See *Yusuf Ahmed*, 126 F.3d at 20.

17. *M & C Corp. v. Erwin Behr GmbH & Co., KG*, 87 F.3d 844, 851 (6th Cir.1996).

the losing party may have assets.

### III. Federal Arbitration Act: Enforcement of Domestic Licensing Arbitration Awards

Congress enacted the Federal Arbitration Act<sup>18</sup> (“FAA”) in 1925 to “revers[e] centuries of judicial hostility to arbitration agreements...by plac[ing] arbitration agreements upon the same footing as other contracts.”<sup>19</sup> Because the FAA requires the rigorous enforcement of agreements to arbitrate by their terms, U.S. courts have understood the FAA to establish a national policy favoring arbitration.<sup>20</sup> The FAA is employed to enforce an arbitration agreement between the parties. The winning party would confirm the award and convert it into a judgment under application state law.

#### A. FAA Requirements

Application of the FAA occurs whenever a contract involving interstate commerce or maritime transactions includes a written agreement to arbitrate. Note, however, that the FAA does not apply to “contracts of employment of seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce.”<sup>21</sup> The FAA provides:

A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.<sup>22</sup>

##### 1. “Interstate Commerce” Requirement

Where there is an agreement to arbitrate in a contract, the issue often arises whether the contract, in fact, evidences a transaction involving Interstate Commerce so that the FAA is applicable to a dispute

arising thereunder. The term “involving commerce,” as used in the FAA, is the functional equivalent of the term “affecting commerce,” which are “words of art that ordinarily signal the broadest permissible exercise of Congress’ Commerce Clause power.”<sup>23</sup> In other words, the interstate commerce requirement is read loosely.

#### B. FAA Preemption of State Law

State courts and lower federal courts have held that the FAA preempts state law in some situations, but not in others. Although it has been held that the application of general laws of contract formation can be applied to agreements to arbitrate without being preempted by the FAA,<sup>24</sup> almost all courts have held that state laws making arbitration agreements, in general, void or unenforceable, or revocable any time prior to the arbitral award, are preempted.<sup>25</sup>

Where the criteria are met which invoke the FAA—namely a written arbitration agreement that involves interstate commerce or maritime transactions<sup>26</sup>—then even where the parties have chosen state law to control their respective contractual obligations, the duty to arbitrate will be preempted by the FAA.<sup>27</sup> On this topic the Supreme Court has stated that “[w]e see nothing in the [Federal Arbitration] Act indicating that the broad principle of enforceability is subject to any additional limitations under State Law.”<sup>28</sup>

#### C. Bases for Vacating an Award Under the FAA

The limited bases upon which an award may be vacated under the FAA are set forth in FAA § 10 as follows:

- (1) Where the award was procured by corruption, fraud, or undue means.
- (2) Where there was evident partiality or corruption in the arbitrators, or either of them.
- (3) Where the arbitrators were guilty of miscon-

18. 9 U.S.C. §§ 1-16.

19. *Pritzker v. Merrill Lynch Pierce Fenner & Smith*, 7 F.3d 1110 (3d Cir. 1993) (internal quotes omitted).

20. See *Moses H. Cone Memorial Hospital v Mercury Constr. Corp.*, 460 US 1 (1983). In *Moses H.* the Supreme Court held that as a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability.

21. 9 U.S.C. §§ 1,2.

22. 9 U.S.C. § 2

23. *Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 56 (2003).

24. For example, in *Duplan Corp. v W. B. Davis Hosiery Mills, Inc.*, 442 F Supp 86 (S.D.N.Y. 1977), the court held that in enacting § 2 of the FAA (9 U.S.C.A. § 2), Congress did not intend to create a new body of federal substantive law applicable to arbitration, which would preempt the state law of contract formation.

25. See, e.g., *Austin v A. G. Edwards & Sons, Inc.*, 349 F. Supp. 615 (M.D. Fla 1972) (holding that Missouri law making arbitration agreements not binding was preempted by the Federal Arbitration Act).

26. See 9 U.S.C. § 2.

27. *Cosmotek Mumessillik de Ticaret, Ltd. v. Cosmotek USA*, 942 F. Supp. 757, 759 (D. Conn. 1996).

28. *Southerland Corp. v. Keating*, 465 U.S. 1, 11 (1984).

duct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.

(4) Where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.<sup>29</sup>

In addition to these statutory grounds, a court may vacate an award when the arbitrators manifestly disregarded the law in reaching their decision.<sup>30</sup> For example, manifest disregard was found where an “arbitrator understood and correctly stated the law but proceeded to ignore it,”<sup>31</sup> or where “error must have been obvious and capable of being readily and instantly perceived by the average person qualified to serve as an arbitrator.”<sup>32</sup>

#### IV. Yusef Ahmed Alghanim v. Toys “R” Us

An example of an arbitration award that involves the application of the New York Convention and the FAA is the significant decision *Yusef Ahmed Alghanim, v. Toys “R” Us*,<sup>33</sup> which pertains to the enforcement of a licensing arbitration award.

In this case a contract dispute arose between Toys “R” Us and a foreign licensee, Yusuf Ahmed Alghanim & Sons. The licensee had contracted with Toys “R” Us to open several stores in the Middle East. After several years, the licensee’s sales were suboptimal and Toys “R” Us decided not to renew the agreement. The parties could not agree on further capital contributions. As a result, Toys “R” Us invoked its right to terminate by serving a notice of non-renewal. Toys “R” Us stated that the agreement was to terminate as of January 31, 1993. Alghanim responded that the agreement was to terminate as of July 30, 1992 because its most recently opened toy store had opened on January 16, 1988. The initial term of the agreement ended on January 16, 1993. Thus, Alghanim concluded that Toys “R” Us notice of non-renewal was four days late in providing the requisite notice six months before the end of the first contracting period. Indeed, Alghanim asserted

that Toys “R” Us’ failure to meet the notice provision of the agreement automatically extended the agreement an additional two years. Toys “R” Us then sent another notice of non-renewal attempting to assuage the basis of Alghanim’s rationale. Efforts at reconciliation failed.

Toys “R” Us entered new licensing agreements with other parties and sought an arbitral declaration that its termination was proper. The licensee disputed the position espoused by Toys “R” Us and counterclaimed asking for lost profits for breach of contract. The dispute was arbitrated by the American Arbitration Association in the United States.

The arbitrator awarded Alghanim \$46.44 million for lost profits under the agreement in a 47-page award rendered after a 29-day evidentiary hearing on Alghanim’s counterclaim in which substantial documents were exchanged and expert testimony was heard. The arbitrator relied primarily on the expert testimony of an economist who accepted submitted projections of lost profits and chose a franchise fee analysis created by the expert rather than a cash flow analysis.

Because one party, the licensee, was located outside the United States, and because property and performance of the contract was located and envisaged outside the United States, the domestically rendered arbitration award was subject to the NY Convention. Thus, when Toys “R” Us lost the arbitration and appealed in the Southern District of New York, the district court held that it was bound by the New York Convention. The district court confirmed the arbitration award and the Court of Appeals affirmed the lower court’s determination.

An interesting procedural aspect came into play in *Yusuf Ahmed* because the case involved both (i) a nondomestic<sup>34</sup> arbitration award and (ii) an arbitration decision handed down within the United States. To these types of awards, United States procedural law—i.e. the Federal Arbitration Act (“FAA”)—may apply “to the extent that [the FAA] is not in conflict with [9 U.S.C. §§ 201-208] or the [NY] Convention as ratified by the United States.”<sup>35</sup> The terms and legal interpretation of the New York Convention as a treaty obligation of the United States supercedes that of the FAA.

The NY Convention Article V(1)(e) provides a defense where “[t]he award has not yet become binding on the parties, or has been set aside or

29. 9 U.S.C. § 10.

30. *Folkways Music Publishers, Inc. v. Weiss*, 989 F.2d 108, 111-12 (2d Cir.1993).

31. *Siegel v. Titan Industrial Corp.*, 779 F.2d 891, 893 (2d Cir.1985) (internal quotes and citation omitted).

32. *Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Bobker*, 808 F.2d 930, 933-34 (2d Cir.1986).

33. *Yusef Ahmed Alghanim & Sons v. Toys “R” Us*, 126 F.3d 15, 19 (2d Cir. 1997).

34. Nondomestic arbitration agreements are discussed *infra* notes 7-9 and accompanying text. Nondomestic arbitration awards are those “made within the legal framework of another country, e.g., pronounced in accordance with foreign law or involving parties domiciled or having their principal place of business outside the enforcing jurisdiction.” Bergesen, *infra* note 9.

suspended by a competent authority of the country in which, or under the law of which, that award was made.<sup>36</sup> This defense allows that, where the FAA and the NY Convention do not conflict, courts may apply FAA procedure. The upshot is that a losing party to a nondomestic arbitration award rendered in the United States may seek to set aside or vacate the arbitral award under domestic arbitral law—i.e. the FAA.<sup>37</sup> In fact, the defense in Article V(1)(e) “incorporates the entire body of review rights in the issuing jurisdiction. . . . If the scope of judicial review in the rendering state extends beyond the other six defenses allowed under the New York Convention, the losing party’s opportunity to avoid enforcement is automatically enhanced.”<sup>38</sup> By comparison, losing parties to nondomestic arbitration awards rendered outside the United States will not be able to invoke the FAA’s grounds for vacatur, because “the United States did not provide the law of the arbitration for the purposes of Article V(1)(e)

of the [NY] Convention.”<sup>39</sup>

Toys “R” Us argued that the arbitrator manifestly disregarded New York Law on lost profits awards for breach of contract by returning a speculative award. The Second Circuit disagreed. First, the court stated that “mere error in the law or failure on the part of the arbitrator[ ] to understand or apply the law is not sufficient to establish manifest disregard of the law.”<sup>40</sup> Second, the court found that, in any event, the arbitrator’s damage calculations were not speculative. The court reasoned that because Toys “R” Us owns hundreds of toy stores worldwide, the “method of estimating damages is reasonable and believable, and provides a sound basis on which to fashion the award.”<sup>41</sup>

## V. “Overlapping Coverage”: NY Convention and the FAA

The NY Convention was not intended to be exclusive within its domain and there is no reason

Federal Arbitration Act	New York Convention
1. One-year statute of limitations to enforce arbitration awards. 9 U.S.C.A. § 9.	1. Three year statute of limitations. 9 U.S.C.A. § 207.
2. There must be independent grounds for Federal jurisdiction, i.e. diversity or federal question jurisdiction.	2. Creates original jurisdiction and provides for removal from a state court to a U.S. District Court for any proceedings within the terms of the statute. 9 U.S.C.A. §§ 203 & 205.
3. Provides for conventional venue within any district having jurisdiction. 9 U.S.C.A. § 4.	3. Provides for venue in the court specified in the arbitration agreement. 9 U.S.C.A. § 204.
4. The arbitration shall be within the district in which the petition for an order directing such arbitration is filed. 9 U.S.C.A. § 4.	4. The arbitration shall be held in accordance with the agreement at any place therein provided for, whether that place is within or without the United States. 9 U.S.C.A. § 206.
5. Forfeiture of the right to oppose enforcement of the award unless a judicial challenge to the award is filed within three months. 9 U.S.C.A. § 12.	5. Does not provide for an action to vacate an award, but does contemplate a challenge to the award in a proceeding under local law and recognizes defenses to enforcement. 9 U.S.C.A. § 207.

35. Lander Co. v. MMP Invs., Inc., 107 F.3d 476, 481 (7th Cir.1997).

36. NY Convention Art. V(1)(e).

37. Yusuf Ahmed, 126 F.3d 15 at 21.

38. Daniel M. Kolkey, *Attacking Arbitral Awards: Rights of Appeal and Review in International Arbitrations*, 22 Int’l Law. 693, 694 (1988).

39. Yusuf Ahmed, 126 F.3d 15 at 21.

40. Yusuf Ahmed, 126 F.3d 15 at 23 (internal quotes omitted).

41. Yusuf Ahmed, 126 F.3d 15 at 24.

to assume that Congress did not intend to provide overlapping coverage between the NY Convention and the FAA.<sup>42</sup> Thus, where both the NY Convention and the FAA apply, the parties have a choice of methods by which to enforce the arbitration agreement or award.<sup>43</sup> For example, in *Bergesen v. Joseph Muller*, a party seeking enforcement of an award in its favor benefited from overlapping coverage because of a longer statute of limitations under the NY Convention.<sup>44</sup> There are other differences in the provisions of the two acts that can sometimes prove significant. These differences are catalogued in the table.

## VI. Conclusion

Arbitration awards arising out of licensing agreements can be enforced under United States law irrespective of the forum where they are held. Foreign arbitration awards can be confirmed and converted into a judgment enforceable anywhere in the United States where the judgment debtor has assets. Under the New York Convention, challenges to this treaty obligation of the United States, to which almost all nations in the world are a party<sup>45</sup> are extremely limited. Domestically held arbitration awards can be confirmed and converted into a judgment under the Federal Arbitration Act, a U.S. statute, in which courts have expanded the right to challenge an award upon grounds still extremely limited. Overall, the enforcement of licensing arbitration awards take place in an efficient legal environment while taking into consideration the rights of the parties to contest the contents of the award.

## VII. Appendix: List of Signatories to the NY Convention

Note: The list currently stands at 138 members after accounting for the recent addition of the UAE.

1. Albania, on 27 June 2001
2. Algeria, on 7 February 1989
3. Antigua and Barbuda, on 2 February 1989
4. Argentina, on 14 March 1989

5. Armenia, on 29 December 1997
6. Australia, on 26 March 1975
7. Austria, on 2 May 1961
8. Azerbaijan, on 29 February 2000
9. Bahrain, on 6 April 1988
10. Bangladesh, on 6 May 1992
11. Barbados, on 16 March 1993
12. Belarus, on 15 November 1960
13. Belgium, on 18 August 1975
14. Benin, on 16 May 1974
15. Bolivia, on 28 April 1995
16. Bosnia and Herzegovina, on 1 September 1993
17. Botswana, on 20 December 1971
18. Brazil, in 2002
19. Brunei Darussalam, on 25 July 1996
20. Bulgaria, on 10 October 1961
21. Burkina Faso, on 23 March 1987
22. Cambodia, on 5 January 1960
23. Cameroon, on 19 February 1988
24. Canada, on 12 May 1986
25. Central African Republic, on 15 October 1962
26. Chile, on 4 September 1975
27. China, on 22 January 1987
28. Colombia, on 25 September 1979
29. Costa Rica, on 26 October 1987
30. Côte d'Ivoire, on 1 February 1991
31. Croatia, on 26 July 1993
32. Cuba, on 30 December 1974
33. Cyprus, on 29 December 1980
34. Czech Republic, on 30 September 1993
35. Denmark, on 22 December 1972
36. Djibouti, on 14 June 1983
37. Dominica, on 28 October 1988
38. Ecuador, on 3 January 1962
39. Egypt, on 9 March 1959
40. El Salvador, on 26 February 1998
41. Estonia, on 30 August 1993
42. Finland, on 19 January 1962
43. France, on 26 June 1959
44. Georgia, on 2 June 1994
45. Germany, on 30 June 1961
46. Ghana, on 9 April 1968
47. Greece, on 16 July 1962
48. Guatemala, on 21 March 1984
49. Guinea, on 23 January 1991
50. Haiti, on 5 December 1983
51. Holy See, on 14 May 1975
52. Honduras, on 3 October 2000
53. Hungary, on 5 March 1962
54. Iceland, on 24 January 2001
55. India, on 13 July 1960

42. *Lander Co. v. MMP Investments*, 107 F.3d 476, 481 (7th Cir. 1997).

43. *Spector v. Torenberg*, 852 F. Supp 201, 205 (S.D.N.Y. 1994) (stating that an award under the NY Convention is enforceable "even if it is also enforceable under the Federal Arbitration Act" and that "[t]his overlapping coverage provides a party with a choice of methods by which to enforce an award in its favor").

44. *Bergesen v. Joseph Muller Corp.*, 710 F.2d 928, 932 (2d Cir. 1983).

45. Please see the attached schedules of nations (Appendix) which have ratified the New York Convention.

56. Indonesia, on 7 October 1981
57. Iran, Islamic Republic of, on 15 October 2001
58. Ireland, on 12 May 1981
59. Israel, on 5 January 1959
60. Italy, on 31 January 1969
61. Japan, on 20 June 1961
62. Jordan, on 15 November 1979
63. Kazakhstan, on 20 November 1995
64. Kenya, on 10 February 1989
65. Korea, Republic of, on 8 February 1973
66. Kuwait, on 28 April 1978
67. Kyrgyzstan, on 18 December 1996
68. Lao People's Democratic Republic, on 17 June 1998
69. Latvia, on 14 April 1992
70. Lebanon, on 11 August 1998
71. Lesotho, on 13 June 1989
72. Lithuania, on 14 March 1995
73. Macedonia, the former Yugoslav Republic of, on 10 March 1994
74. Madagascar, on 16 July 1962
75. Malaysia, on 5 November 1985
76. Mali, on 8 September 1994
77. Malta, on 22 June 2000
78. Mauritania, on 30 January 1997
79. Mauritius, on 19 June 1996
80. Mexico, on 14 April 1971
81. Moldova, Republic of, on 18 September 1998
82. Monaco, on 2 June 1982
83. Mongolia, on 24 October 1994
84. Morocco, on 12 February 1959
85. Mozambique, on 11 June 1998
86. Nepal, on 4 March 1998
87. Netherlands, on 24 April 1964
88. New Zealand, on 6 January 1983
89. Niger, on 14 October 1964
90. Nigeria, on 17 March 1970
91. Norway, on 14 March 1961
92. Oman, on 25 February 1999
93. Panama, on 10 October 1984
94. Paraguay, on 8 October 1997
95. Peru, on 7 July 1988
96. Philippines, on 6 July 1967
97. Poland, on 3 October 1961
98. Portugal, on 18 October 1994
99. Romania, on 13 September 1961
100. Russian Federation, on 24 August 1960
101. Saint Vincent and the Grenadines, on 12 September 2000
102. San Marino, on 17 May 1979
103. Saudi Arabia, on 19 April 1994
104. Senegal, on 17 October 1994
105. Singapore, on 21 August 1986
106. Slovakia, on 28 May 1993
107. Slovenia, on 6 July 1992
108. South Africa, on 3 May 1976
109. Spain, on 12 May 1977
110. Sri Lanka, on 9 April 1962
111. Sweden, on 28 January 1972
112. Switzerland, on 1 June 1965
113. Syrian Arab Republic, on 9 March 1959
114. Tanzania, United Republic of, on 13 October 1964
115. Thailand, on 21 December 1959
116. Trinidad and Tobago, on 14 February 1966
117. Tunisia, on 17 July 1967
118. Turkey, on 2 July 1992
119. Uganda, on 12 February 1992
120. Ukraine, on 10 October 1960
121. United Kingdom of Great Britain and Northern Ireland, on 24 September 1975
122. United States of America, on 30 September 1970
123. Uruguay, on 30 March 1983
124. Uzbekistan, on 7 February 1996
125. Venezuela, on 8 February 1995
126. Vietnam, on 12 September 1995
127. Yugoslavia, on 12 March 2001
128. Zimbabwe, on 26 September 1994