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The legal frame work of Electronic Arbitration Agreements

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بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

IN THE NAME OF ALLAH, THE MOST
BENEFICENT, THE MOST MERCIFUL.

Dedication

*I dedicate this academic work to our beloved parents for their
endless support,*

To our brothers and sisters and

To our friends for being there for us.

Big thanks to all of you.

Acknowledgement

All praise is due to Allah. We praise him and we seek his help and assistance.

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Finally, big thanks to the jury members for agreeing to discuss and evaluate our work.

Abstract

The study seeks to evaluate the effectiveness of legal framework of Electronic arbitration agreement in international trade disputes. It also raises the question of how effectively Electronic Arbitration is an alternative means of resolving disputes that were previously within the jurisdiction of state judicial authorities. The first chapter of the study outlines the terminologies associated with the subject and explains concept of Electronic arbitration, Dispute Resolution, international trade agreement and International trade disputes before analyzing The differences between Traditional and Electronic arbitration also it clarifies the content of the electronic arbitration agreement through Determining the law applicable to electronic arbitration and Determining the electronic arbitration panel. The second chapter discusses Formation of the Electronic Arbitration Agreement, Concluding an Electronic Form of the Arbitration Agreement in the framework of international trade contract disputes, It examines Electronic Arbitration Procedure in sense of Conduct of Electronic Proceedings and Administration of Electronic Evidence, also the study assesses Efficacy of electronic arbitration. The study employs several methodologies one of them is the descriptive approach to legal terms and the analytical approach to evaluating the efficiency of Concluding an electronic arbitration agreement in the framework of international trade contract disputes and the degree to which it resolves international trade disputes. The study's findings and recommendations are summarized, with the most significant being that is the electronic arbitration, which has emerged as the best and most effective means of resolving commercial disputes.

Keywords: Effectiveness, Legal framework, Electronic arbitration agreement, International trade Contracts, Disputes.

List of Abbreviations and Acronyms

UNCITRAL - United Nations Commission on International Trade Law

ICSID - International Centre for Settlement of Investment Disputes

ICDR - The International Centre for Dispute Resolution

LCIA - London Court of International Arbitration

CIETAC - China International Economic and Trade Arbitration Commission

ICC - International Chamber of Commerce's International Court of Arbitration

SIAC - Singapore International Arbitration Centre

VIAC - Vienna International Arbitration Centre

CRCICA - Cairo Regional Centre for International Commercial Arbitration

KCAB International - Korean Commercial Arbitration Board International

DIS - German Arbitration Institute

SCC - Arbitration Institute of the Stockholm Chamber of Commerce

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General introduction

1. Background of the Study

Electronic Arbitration is one of the significant and modern subjects. It involves a comprehensive exploration of the role of arbitration in the context of international trade, particularly in the e-commerce. Arbitration has become a preferred method for resolving trade conflicts due to its flexibility, expertise, and enforceability for example, the China International Economic and Trade Arbitration Commission (CIETAC) has emerged as a leading arbitral institution, showcasing the country's commitment to providing efficient platforms for resolving trade disputes.

Additionally, the increase of resorting to electronic arbitration in e-commerce has introduced new dimensions to dispute resolution, offering advantages such as direct communication between parties and arbitrators without physical presence, expedited proceedings, and the ability to store, retrieve, and review information efficiently.

This shift towards electronic arbitration aligns with the fast-paced nature of e-commerce contracts, emphasizing the importance of quick and effective dispute resolution mechanisms in the digital age.

2. Statement of the Problem

The study investigates effectiveness of Electronic arbitration which has been emerged as a significant mechanism for resolving international trade disputes, offering speed, flexibility, and efficiency that traditional judiciary processes may lack. However, challenges exist in fully realizing its potential effectiveness. While electronic arbitration provides advantages like cost-effectiveness, effectiveness in solutions, and expedited proceedings

There are concerns about its automation due to the complexities involved in cases and the verification of online documents. Additionally, the success of electronic arbitration is influenced by legislative frameworks, as seen in Lebanon where regulatory obstacles hindered its implementation. Despite these challenges, the growth of online arbitration reflects a shift towards modern dispute resolution methods, leveraging technology to streamline processes and enhance accessibility

Additionally, while electronic arbitration shows promise in resolving international trade disputes efficiently, its success is contingent on addressing technical, legal, and procedural challenges to ensure its effectiveness in the digital era. therefore: To what extent did Electronic Arbitration succeed in resolving international trade disputes effectively?

3. Research Questions and Research Hypotheses

The following questions are raised in order to achieve the study's objectives:

What is the legal regulatory framework for electronic arbitration in resolving international trade disputes?

How does electronic arbitration facilitate communication between disputing parties and arbitrators without physical presence?

What are the advantages of electronic arbitration in terms of cost-effectiveness and efficiency?

What are the challenges associated with online dispute resolution platforms in the context of international trade disputes?

What are the implications of multi-party arbitrations and the involvement of third parties in international commercial disputes?

How does technology influence the efficiency and quality of international arbitration proceedings?

How can technology be integrated effectively to enhance the process of conducting arbitral proceedings in the digital world?

A. Research Hypotheses:

The following are the hypotheses of this study:

The **use of online arbitration** procedures reduces costs and time through electronic communication and document exchange.

The **development of technology** in arbitration, including online dispute resolution platforms, enhances the efficiency and accessibility of dispute resolution.

The **interaction** between **technology** and **arbitration** improves the transparency and predictability of arbitration processes.

The adoption of electronic arbitration mechanisms in international trade disputes is essential for addressing the complexities of globalized commercial transactions.

The constant evolution of technology necessitates ongoing adaptation and integration to optimize the arbitration process in the digital world.

4. Aims of the Study

The main goal of the research is to look into the use of technology, particularly in arbitration. It delves into how electronic means can be integrated into arbitration processes, addressing the challenges and benefits it brings. The goal is to gradually introduce electronic arbitration while balancing its advantages and disadvantages without compromising the essence of the arbitral process. This research calls for the modernization of arbitration practices, adapting to the technological revolution and ensuring that arbitration keeps pace with advancements in other fields.

5. Research Methodology

The current study is qualitative in nature. The consequences of using electronic arbitration in resolving international trade disputes are generated through descriptive and analytical methods. The data is compiled from a number of sources, including books, articles and journals. Descriptive research describes the characteristics of the issue under the study, whereas analytical research investigates numerous concepts, articles and conventions. The data investigation intends to further explore the matter at hand and examine the efficiency of electronic arbitration in resolving international trade disputes.

6. Significance of the Study

This research is critical for understanding the rationale for subject matter. It is useful for academics and researchers interested in studying electronic arbitration in resolving international trade disputes. The research aims to explore the integration of technology and calls for modernize arbitration practices, adapting to the technological revolution and ensuring that arbitration keeps pace with advancements in other fields. Farther more, the study of electronic arbitration is significant and crucial for several reasons:

Adapting with Electronic Commerce: Electronic arbitration is designed to address the unique challenges posed by electronic commerce, such as the need for efficient and flexible dispute resolution mechanisms that can handle the rapid growth and changing nature of electronic transactions

Enhancing Efficiency and Speed: Electronic arbitration can significantly reduce the time and costs associated with traditional arbitration processes by leveraging technology for communication, document exchange, and evidence submission. This can lead to faster dispute resolution and increased efficiency

Addressing the Need for Flexibility: Electronic arbitration offers the flexibility to accommodate the diverse needs of parties involved in electronic commerce disputes, including the ability to conduct proceedings remotely and use electronic evidence.

Promoting International Cooperation: The study of electronic arbitration can facilitate international cooperation by providing a framework for resolving disputes that transcend national borders, which is particularly important in the context of global electronic commerce.

Improving the Role of Arbitrators: Electronic arbitration can enhance the role of arbitrators by providing them with tools and training to effectively manage electronic evidence and navigate the complexities of electronic commerce disputes.

Enhancing Transparency and Accountability: Electronic arbitration can increase transparency and accountability by providing a digital record of proceedings and decisions, which can help to build trust in the arbitration process.

Addressing the Challenges of Online Dispute Resolution: Electronic arbitration is a key component of online dispute resolution (ODR), which aims to provide efficient and effective mechanisms for resolving disputes that arise from electronic transactions. The study of electronic arbitration helps to address the challenges and limitations of ODR.

Fostering the Development of New Technologies: The study of electronic arbitration can drive innovation in the development of new technologies and tools that support the efficient and effective resolution of electronic commerce disputes.

7. Literature Review

A review of the literature finds a variety of previous studies that cover various aspects of Electronic Arbitration in resolving international trade disputes, defining and assessing its benefits and drawbacks.

1. **Legislative Framework:** The research of UNCTAD international commercial arbitration delves into the legal regulatory framework for electronic arbitration as a means of dispute settlement, emphasizing the importance of understanding the guiding principles derived from arbitration laws.

2. **Effectiveness of Electronic Arbitration:** According to scientific paper entitled by online arbitration in E-commerce disputes which has been written by Boudellal Fatouma it can be stated that Electronic arbitration is recognized for its effectiveness in resolving disputes in electronic commerce, offering advantages such as cost-effectiveness and efficiency

3. **Challenges and Considerations**:** The study of arbitration going online acknowledges challenges in electronic arbitration, including the complexities involved in cases, difficulties in verifying online documents, and the need for party consent in arbitration process.

4. Integration of Technology: The Arbitration and the Advent of New Technologies article which has been presented by Nasser Ali Khasawneh and Maria Mazzawi affirmed that interaction between technology and arbitration is a current reality, with a focus on how new technologies can enhance the efficiency and quality of arbitral proceedings.

5. Agouni Mohammad's study on "Electronic Arbitration to Settle Disputes in E-commerce Contracts" provides insights into the legal regulatory framework for electronic arbitration as a means of dispute settlement, focusing on the departure from traditional litigation methods.

6. The CMS Expert Guide to International Arbitration provides an overview of international arbitration law and rules in Algeria, detailing the legal framework applicable to international arbitral proceedings, the arbitral tribunal's discretion, general procedural principles, and the arbitration agreement's formal requirements.

8. Structure of the Study

The study is divided into two chapters. The first chapter discusses Dispute Resolution Methods in Electronic Commerce through defining research terminology and advantages of Online Dispute Resolution.

The second chapter highlighted the efficiency of dispute resolution methods in electronic commerce, particularly through Online Dispute Resolution (ODR).

CHAPTER ONE :
CONCEPT OF ELECTRONIC
ARBITRATION METHODS

Chapter one: Concept of Electronic Arbitration methods

Introduction

1. Defining research terminology

- A. Definition of Dispute Resolution
- B. Definition of Electronic Commerce
- C. Definition of Electronic arbitration
- D. Definition of International Trade agreements

2. Advantages of Online Dispute Resolution

- A. Convenience for Parties
- B. Cost-Effectiveness
- C. Comfort in Chosen Surroundings
- D. Progressed Communication
- E. Efficiency in Scheduling and Continuation
- F. Accessibility Regardless of Geographical Locations
- G. Enhanced Quality of Listening
- H. Simplicity in Arrangement and Flexibility

3. The differences between Traditional and Electronic arbitration

- A. Conduct of proceedings
- B. Presence of parties
- C. Cost and time savings
- D. Ease of communication
- E. Binding decision
- F. Expertise
- G. Confidentiality

4. The content of the electronic arbitration agreement

- A. Determining the law applicable to electronic arbitration

B. Determining the electronic arbitration panel

Conclusion

Introduction

The different methods of alternative dispute resolution include negotiation, mediation, arbitration, minitrials, hybrid forms of mediation-arbitration, collaborative goal-oriented processes, and case appraisal. These methods offer various approaches to resolving disputes outside of the traditional court system, each with its own benefits and drawbacks. Negotiation involves direct communication between parties to reach a mutually beneficial agreement, while mediation and conciliation utilize a neutral third party to facilitate communication and negotiation towards a resolution. Arbitration involves a neutral third party making a binding decision after hearing evidence and arguments from both sides. Minitrials and hybrid forms combine elements of mediation and arbitration, offering a more flexible approach to dispute resolution. Collaborative goal-oriented processes focus on achieving specific goals, and case appraisal provides an advisory opinion on likely outcomes to help parties resolve disputes at an early stage.¹

The chapter on "Concept of Electronic Arbitration Methods" explores the benefits and challenges of online international arbitration. It discusses the advantages of agility and flexibility in online arbitration, highlighting positive environmental impacts like reducing greenhouse gas emissions. The chapter emphasizes the importance of addressing data protection, cybersecurity, and confidentiality concerns in online arbitration, noting the varying rules and protocols that govern these aspects. Additionally, it mentions the exponential growth of online dispute resolution (ODR) platforms, which offer different levels of technological sophistication and cybersecurity measures to protect against cyber threats. The chapter also touches on the significance of fairness, transparency, and communication in online arbitration, underscoring the need to follow protocols and norms to ensure a suitable arbitration environment².

¹- <https://www.nationalsporttribunal.gov.au/dispute-resolution-services/dispute-resolution-method>,8/5/20 24, 5;50.

² - Belen Olmos Giupponi, "Virtual" Dispute Resolution in International Arbitration, Mapping Its Advantages and Main Caveats in the Face of covid-19,p63.

1. Defining study terminology

Heli Katajamäki in *Terminological Problems in Academic Writing: A Study of Texts Written by University Students* assisted that Defining study terminology is one of the most significant steps for writing in Academic purposes. Firstly, it helps both writers and readers to avoid confusion and misinterpretation of concepts, ensuring that the essence of the study is clearly understood. Different interpretations of words and concepts can arise due to language, culture, and professional differences, making clear definitions essential in the study. Additionally, defining study terminology enhances the credibility and persuasiveness of arguments by ensuring that the research methods, data, and findings are accurately communicated and understood. It also aids in maintaining methodological soundness, ethical conduct, and professional integrity in research endeavors¹.

According to University of Manchester Academic Phrasebank it is obligatory for academic students to give definitions of key words and phrases in order to demonstrate to their tutors that they understand these terms clearly. More generally, however, academic writers define terms so that their readers understand exactly what is meant when certain key terms are used. When important words are not clearly understood misinterpretation may result. In fact, many disagreements (academic, legal, diplomatic, personal) arise as a result of different interpretations of the same term. In academic writing, teachers and their students often have to explore these differing interpretations before moving on to study a topic².

A. Definition of Dispute Resolution

Termly's Legal Experts defined Dispute resolution as the process of settling disagreements between parties. There are three basic types of dispute resolution: mediation, arbitration, and litigation³.

Mediation is where a neutral third party helps the disputing parties reach a solution on their own. Arbitration is when a neutral third party acts as a judge who listens to arguments and evidence, then makes a legally binding decision for the parties. Litigation is when the dispute reaches a courtroom where a defendant argues against a plaintiff in front of a judge or judge and jury⁴.

International journal of Online dispute resolution volume1 issue 2014 (ODR) refers to the settlement of disputes in an electronic environment using

¹- Heli Katajamäki *Terminological Problems in Academic Writing: A Study of Texts Written by University Students*, December 2020, p282.

²- <https://www.phrasebank.manchester.ac.uk/writing-definitions>, 16/5/2024, 13;15.

³- <https://termly.io/legal-dictionary/dispute-resolution>, 16/5/2024, 13;20.

⁴- <https://www.batsonnolan.com/blog/2023/07/mediation-vs-litigation-pros-and-cons-of-each-dispute-resolution-method>, 17/5/2024, 6:05.

information technology. ODR encompasses the application of various methods to resolve conflicts between parties using technology or virtual computational environment therefore this document was a significant publication that marks a critical milestone in the evolution of ODR. It covers a broad range of topics related to online dispute resolution, including digital justice, technological applications, and comparative analyses of ODR systems in various jurisdictions. The journal aims to provide a global and inclusive voice for the ODR universe, encouraging interdisciplinary approaches and analysis to contribute to the establishment of an institutional framework for future cross-border ODR systems¹.

UNCITRAL defines Online Dispute Resolution (ODR) as a mechanism for resolving disputes through the use of electronic communications and other information and communication technology. The UNCITRAL Technical Notes on Online Dispute Resolution, adopted in 2016, provide a comprehensive framework for ODR processes. These Technical Notes are descriptive and non-binding, reflecting the main elements of an online dispute resolution process. They outline the stages of an ODR proceeding, the scope of the ODR process, definitions, roles, responsibilities, communications, negotiation, facilitated settlement, the final stage, appointment and role of neutrals, language of proceedings, and governance².

The Technical Notes aim to facilitate the online settlement of disputes arising from cross-border low-value sales or service contracts, emphasizing simplicity, speed, flexibility, and security in resolving disputes without the need for physical presence at a meeting or hearing³.

The article "Online Dispute Resolution: Does the System Actually Enhance the Mediation Framework?" by Sulistianingsih, Rante Lembang, Adhi, and Prabowo (2023) examines the effectiveness of online mediation as a form of Online Dispute Resolution (ODR) in enhancing the mediation framework. The authors aimed to identify the obstacles and challenges faced in implementing online mediation and analyze the effect of the ODR system on enhancing the mediation framework⁴.

¹ - International journal of Online dispute resolution volume1 issue2014 P6.

² - <https://arbitrationblog.kluwerarbitration.com/2018/01/11/new-found-emphasis-institutional-arbitration-india/18/5/2024,5:00>.

³ - International journal of Online dispute resolution volume1 issue2014 P10.

⁴ - Sulistianingsih, D., Rante Lembang, A. A., Adhi, Y. P., & Prabowo, M. S. (2023). Online dispute resolution: Does the system actually enhance the mediation framework? Cogent Social Sciences. <https://www.tandfonline.com/doi/pdf/10.1080/23311886.2023.2206348>, 17/5/2024,14: 20.

B. Definition of Electronic Commerce

E-contracts are now the popular method, it is connected between contractors all over the world in a few seconds; It is possible to exchange offer and acceptance, as well as the subject of the contract, regardless of the geographical boundaries of the States. This development was reflected in the traditional method of contracting, which became electronic, It's transformed from a paper society based on everything tangible to a virtual community based on no matter, It performs its transactions in an electronic digital environment, This led to the emergence of new perceptions such as e-payment, electronic delivery, and electronic signatures and edits¹.

The UNCITRAL Model Law on Electronic Commerce is one of the most important pieces of legislation that has attempted to define an e-contract².

Sarah Cleeland Knight and Catherine L. Mann Published online: 20 November 2017 that Electronic commerce (or e-commerce) is the purchase or sale of goods or services over any kind of computer network. Possible networks include the Internet; an extranet, which is a private platform that uses Internet technology, or TCP/IP; and an electronic data interchange (EDI) network³.

The study of E-commerce can be roughly divided into three levels of analysis: global systemic, state, and individual firm or person. The global systemic or international level considers how E-commerce influences relations between states. The state level considers how it affects the business of government and the relationship between the state and society (including firms and persons). It allows one to compare similarities and differences in terms of what governments are doing to promote (or, less commonly, to discourage) the use of E-commerce, and the impact of E-commerce on a country's economic performance. Finally, the individual level, which looks at firms as well as individual persons, considers how e—commerce changes how firms and individuals interact within a given society, whether through their economic relations or otherwise. The literature on E-commerce differs by discipline, with considerably more attention given to E-commerce by the legal, business, and

¹- MAAZI Djihad, AMROUNE Celia, Electronic contract: A Legal mechanism for the e-commerce An analytical study under law no18-05; related to e-commerce, p414.

²- The United Nations Commission on International Trade Law (UNCITRAL) was established by the General Assembly in 1966 (Resolution 2205(XXI) of 17 December 1966). In establishing the Commission, the General Assembly recognized that disparities in national laws governing international trade created obstacles to the flow of trade, and it regarded the Commission as the vehicle by which the United Nations could play a more active role in reducing or removing these obstacles. uncitral.un.org.04 March 2024,10:00.

³- <https://oxfordre.com/internationalstudies/display/10.1093/acrefore/9780190846626.001.0001/acrefore-9780190846626-e-5> March2024,08:00.

technical communities than by our respective social science disciplines, economics, and political science¹.

E-commerce has revolutionized the way businesses operate and has created new opportunities for entrepreneurs and consumers. It offers a more convenient and efficient way to conduct business, enabling consumers to browse and purchase products from the comfort of their own homes while allowing businesses to reach a global audience without the need for a physical storefront².

E-commerce transactions typically fall within four types: business-to-business (B2B), business-to-consumer (B2C), consumer-to-consumer, or consumer-to-business. It involves the use of technology and digital platforms like websites, mobile apps, and social media to facilitate online transactions. E-commerce has revolutionized the way businesses operate and how consumers shop, offering benefits such as accessibility, a wide selection of goods and services, speed of access, and international reach³.

C. Definition of Electronic arbitration

According to WIPO article published on May 2, 2024 International electronic arbitration is a form of dispute resolution where parties engage in arbitration proceedings electronically, rather than in person. This method is increasingly popular in international trade disputes, as it offers a convenient and cost-effective way to resolve conflicts between parties from different countries⁴.

The definition of Electronic Discretion, moreover known as E-arbitration, alludes to a strategy of settling debate through online stages that give intervention administrations. It includes naming an intervention board with authoritative specialist and conducting the assertion handle, at slightest in part, on virtual stages utilizing the web. Electronic discretion is an basic component for settling debate within the digital age, especially within the setting of e-commerce and cross-border exchange exchanges, where parties look for quick, cost-effective, and effective debate determination strategies⁵.

This shape of assertion depends on data and communication innovation (ICT) as a fundamental component for the organization and working of the

¹- <https://oxfordre.com/internationalstudies/display/10.1093/acrefore/9780190846626.001.0001/acrefore-9780190846626-e-85>, 8 March 2024, 10:10.

²- <https://www.geeksforgeeks.org/e-commerce>, 9 March 2024, 8:50.

³- <https://www.the-future-of-commerce.com/2020/01/19/what-is-e-commerce-definition-examples/2024/4/12>, 10:10.

⁴- Mohanta, Tejaswa, Electronic Arbitration Agreement in International Commercial Arbitration (January 15, 2022). Available at SSRN: <https://ssrn.com/abstract=4009480>.

⁵- Boudellal fatouma, Online arbitration in E commerce Disputes, p12.

method, permitting parties to yield prove electronically to the authority without the require for physical archives¹.

Furthermore, The article "International Arbitration in the Digital World" by Łagiewska and Bhatia, published on March 22, 2024, in the International Journal of Semiot Law, Volume 37, pages 821–827, explores the impact of digital technologies on international arbitration practices. The research delves into the use of technology in international arbitration, focusing on remote hearings and the interaction between digital innovations and traditional arbitration theories and principles. It discusses the significance of new technologies in dispute resolution, highlighting both the opportunities and challenges they present, such as e-arbitration agreements, e-awards, cybersecurity, and data protection. The study prompts reflection on the transformative potential of these technologies in reshaping the dispute resolution landscape and establishing new standards for international arbitration².

D. Definition of International Trade agreements

Due to World Trade Report 2007 titled the Design of International Trade Agreements that international trade agreements are formal arrangements between countries or regions that aim to liberalize and facilitate trade between the participating parties. The key points about international trade agreements highlighted in the report include³:

a. Core Rules: Trade agreements must contain essential rules to realize the benefits of cooperation, such as reciprocal liberalization, preservation of gains from market access commitments, contingency protection, enforcement, and transparency⁴.

b. Role of Institutions: Signatories to trade agreements typically delegate authority to an independent institution to govern trading relations effectively. Institutions play various roles like negotiation forums, mediators, facilitators, monitors, and adjudicators, shaping expectations and influencing the behavior of parties⁵.

c. Design Features: The design of trade agreements is purposeful and deliberate, focusing on key features like reciprocity, nondiscrimination (Most-Favored-Nation principle), and tariff bindings. These features are central to the design of trade agreements and reflect a consistent logic in their inclusion⁶.

¹- <https://journals.sagepub.com/doi/10.1177/0894439320980434>, 14 March 2024.12:50.

²- <https://link.springer.com/article/10.1007/s11196-024-10135-1>, 15 March 2024.8:50

³- Andreas D'ur, The Design of International Trade Agreements: Introducing a New Dataset, p3.

⁴- competition provisions in regional trade agreements, United Nations New York and Geneva 2005.

⁵- <https://www.vedantu.com/commerce/international-trade-institutions-and-agreements>, 16 March 2024.8:50.

⁶- Kyle Bagwell, Robert W. Staiger, THE DESIGN OF TRADE AGREEMENTS, Working Paper 22087 Cambridge, MA 02138 March 2016

d. Purpose of Trade Agreements: Trade agreements aim to solve inefficiencies through mutually beneficial cooperation, addressing problems that lead to joint surplus increases. They serve as tools to facilitate mutual gains for member governments by solving identified problems and promoting efficient trade practices¹.

e. Motives for Trade Agreements: The motives for trade agreements are diverse and include preventing governments from manipulating terms of trade, ensuring domestic commitment to trade policies, and fostering regional economic integration. These agreements are crucial for promoting international trade and economic growth².

2. Advantages of Online Dispute Resolution

The advantages of Online Dispute Resolution (ODR) highlighted in many points:

A. Convenience for Parties:

ODR offers convenience by allowing parties to engage in dispute resolution processes from their chosen surroundings, eliminating the need for physical presence³.

B. Cost-Effectiveness:

ODR is generally more cost-effective compared to traditional in-person mediations, reducing expenses related to travel and accommodation⁴.

C. Comfort in Chosen Surroundings:

Participants in ODR can engage in the process from the comfort of their own surroundings, contributing to a more relaxed and conducive environment for resolution⁵.

D. Progressed Communication:

ODR can lead to progressed communication among members due to diminished intrusions, permitting for more coordinate and guaranteed intuitive⁶.

E. Efficiency in Scheduling and Continuation:

ODR offers increased efficiency in scheduling and continuing the dispute resolution process, allowing for timely resolutions¹.

¹- Gene M. Grossman, The Purpose of Trade Agreements, March 2016, p2.

²- Giovanni Maggi, International Trade Agreements,p319.

³- <https://www.citizensinformation.ie/en/consumer/how-to-complain/online-dispute-resolution/> 17 March 2024. 10:50.

⁴- <https://rapidruling.com/online-dispute-resolution-odr/> 17March 2024.11:50.

⁵- <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9136218>, 17 March 2024.12:10.

⁶- <https://www.intechopen.com/chapters/61440>, 18March 2024.09:10.

F. Accessibility Regardless of Geographical Locations:

ODR eliminates geographical barriers, making it accessible to parties from different locations, facilitating more direct and assured interactions².

G. Enhanced Quality of Listening:

The absence of face-to-face dynamics in ODR can foster a more forthright discussion, enhancing the quality of listening and reducing interruptions during the mediation process³.

H. Simplicity in Arrangement and Flexibility:

ODR is simpler to arrange, more flexible to continue, and generally less costly compared to traditional in-person mediations, providing parties with a more adaptable and efficient dispute resolution process⁴.

These advantages collectively contribute to making ODR a valuable and effective method for resolving disputes, offering parties a streamlined, cost-effective, and efficient alternative to traditional in-person mediation processes⁵.

3. The differences between Traditional and Electronic arbitration

The differences between traditional and electronic arbitration lie in the mode of proceedings. Traditional arbitration involves physical gatherings at a designated location, whereas electronic arbitration is conducted entirely online through digital platforms, video conferencing, and email exchanges. Electronic arbitration saves time and cost by eliminating travel and accommodation expenses, and it offers greater flexibility in scheduling hearings. Additionally, electronic arbitration facilitates ease of communication through ICT technologies, transparency through immediate access to documentation, and independence and impartiality of the arbitration tribunal⁶.

A. Conduct of proceedings

Traditional arbitration involves physical gatherings at a designated location agreed upon by the parties⁷.

¹- <https://help.smartodr.in/docs/investor-basics/odr-definition>, 19 March 2024.01:10.

²- David Allen Larson, The Future of Online Dispute Resolution (ODR): Definitions, Standards, Disability Accessibility, and Legislation, Mitchell Hamline School of Law, p81.

³- <https://help.smartodr.in/docs/investor-basics/odr-definition>, 19 March 2024.01:30

⁴- see more Alessa, H. (2022). The role of Artificial Intelligence in Online Dispute Resolution: A brief and critical overview. Information & Communications Technology Law, 31(3), 319–342.

⁵- <https://viamediationcentre.org/readnews/NDg4/ADVANTAGES-OF-Online-Dispute-Resolution-ODR>, 19 March 2024.01:35.

⁶- Agouni Mohammad, Electronic Arbitration to Settle Disputes in E-commerce Contracts, Journal of Legal Studies and Researches Volume: 8 / N°: 2 (2023) ,p387.

⁷- <https://rapidruling.com/blog/online-dispute-resolution-odr/online-arbitration/comparing-traditional-arbitration-and-online-arbitration/> 20March 2024.10:10.

E-arbitration is conducted entirely online through digital platforms, enabling remote participation without physical gatherings¹.

B. Presence of parties

Traditional arbitration requires the physical presence of parties, representatives, and the arbitrator in one place².

E-arbitration allows parties to engage remotely, eliminating geographical boundaries and the need for physical presence in one location³.

C. Cost and time savings

Traditional arbitration involves costs related to physical movement and meetings, which can be time-consuming.

E-arbitration significantly reduces costs by eliminating travel and accommodation expenses. It also offers greater flexibility in scheduling hearings and is more time-efficient⁴.

D. Ease of communication

In traditional arbitration, communication and document exchange are typically done in person or through physical means. E-arbitration enables seamless communication and document sharing through secured connections and websites, enhancing transparency and efficiency⁵.

E. Binding decision

In both traditional and electronic arbitration, the arbitrator's decision is binding and enforceable in a court of law⁶.

F. Expertise

Traditional arbitration requires arbitrators with legal expertise but may not need as much technological knowledge as in e-arbitration⁷.

¹- <https://rapidruling.com/blog/online-dispute-resolution-odr/online-arbitration/comparing-traditional-arbitration-and-online-arbitration/> 20March 2024.10:35.

²- <https://rapidruling.com/blog/online-dispute-resolution-odr/online-arbitration/comparing-traditional-arbitration-and-online-arbitration/> 20March 2024.11:35.

³- <https://rapidruling.com/blog/online-dispute-resolution-odr/online-arbitration/comparing-traditional-arbitration-and-online-arbitration/> 20March 2024.11:40.

⁴- <https://www.acerislaw.com/the-costs-of-arbitration/> 20March 2024.11:50.

⁵- <https://rapidruling.com/blog/online-dispute-resolution-odr/online-arbitration/comparing-traditional-arbitration-and-online-arbitration/> 21 March 2024.08:40.

⁶- Agouni Mohammad, Electronic Arbitration to Settle Disputes in E-commerce Contracts, Journal of Legal Studies and Researches Volume: 8 / N°: 2 (2023),p389.

⁷-ELECTRONIC ARBITRATION AS A MEANS OF DISPUTE SETTLEMENT IN A FULLY LIBERALIZED ENVIRONMENT, SIXTH MEETING, Montréal, 18 to 22 March 2013,p3.

E-arbitration requires arbitrators with both legal expertise and technological knowledge to effectively handle electronic communications, data exchange, and online proceedings¹.

G. Confidentiality

In traditional arbitration, the physical presence of parties makes it more difficult to maintain confidentiality compared to electronic arbitration where parties can participate remotely. All case documents and communications are exchanged electronically through secure connections in e-arbitration, better protecting confidentiality than physical documents vulnerable to access in traditional arbitration. Electronic arbitration can provide more transparency through immediate access to documentation while still preserving confidentiality. Virtual conferences in e-arbitration are considered a substitute for the physical presence of parties in sessions, helping maintain confidentiality compared to in-person meetings. However, both rely on the parties' agreement to maintain confidentiality, requiring proper safeguards like secure communication channels and clear confidentiality protocols in either format to protect sensitive information.

Finally, the key differences between traditional and electronic arbitration lie in the mode of proceedings, presence of parties, cost and time efficiency, communication methods, and the expertise required by arbitrators².

4. The content of the electronic arbitration agreement

The content of an electronic arbitration agreement typically includes the identification of parties, the arbitration clause, arbitration rules, jurisdiction, scope of dispute, arbitrator selection, arbitral award, communication, evidence, costs, termination, and governing law. These elements ensure that the electronic arbitration agreement is comprehensive and provides a clear framework for resolving disputes in electronic commerce transactions. The agreement must be concluded in writing, and the parties must consent to the terms and conditions outlined in the agreement. The electronic arbitration agreement can be concluded through various means, such as email, web applications, or digital signatures, and it is essential to ensure that the agreement is valid and enforceable under relevant national and international laws³.

¹- International Chamber of Commerce, Leveraging Technology for Fair, Effective and Efficient International Arbitration Proceedings,p6.

²- Gabrielle Kaufmann-Kohler / Thomas Schultz, The Use of Information Technology in Arbitration, Jusletter 5. Dezember 2005, p5.

³- <https://www.acerislaw.com/electronic-arbitration-agreements-admissibility-and-enforceability>2/2March 2024. 13:55.

A. Determining the law applicable to electronic arbitration

Determining the law applicable to electronic arbitration involves several key considerations, particularly in the context of the content of the electronic arbitration agreement. The agreement must specify the governing law, jurisdiction, scope of dispute, arbitrator selection, arbitral award, communication, evidence, costs, termination, and other aspects of the arbitration. The agreement must also ensure that the arbitrators have the necessary expertise and impartiality to handle the dispute, and that the electronic evidence presented is authentic and reliable .

a. Determining the law applicable to electronic arbitration involves several key considerations:

- **Governing Law:** The governing law applicable to electronic arbitration is typically specified in the arbitration agreement. This law governs the arbitration proceedings, including the jurisdiction, scope of dispute, arbitrator selection, arbitral award, communication, evidence, costs, termination, and other aspects of the arbitration¹.
- **Jurisdiction:** The jurisdiction under which the electronic arbitration will be conducted is also specified in the arbitration agreement. This jurisdiction determines the applicable laws and regulations that govern the arbitration proceedings².
- **Scope of Dispute:** The scope of dispute specifies the types of disputes that will be subject to electronic arbitration. This scope is typically defined in the arbitration agreement and determines the limits of the arbitrator's jurisdiction³.
- **Arbitrator Selection:** The arbitrator selection process is outlined in the arbitration agreement. This process determines how the arbitrators will be chosen and ensures that they have the necessary expertise and impartiality to handle the dispute.
- **Arbitral Award:** The arbitral award specifies the requirements for the award, including the form, content, and method of delivery. The award is typically rendered in writing and must be signed by the arbitrators.
- **Communication:** The communication methods used during the electronic arbitration proceedings are specified in the arbitration agreement. This includes the methods of communication, such as email, video conferencing, or online platforms.

¹- <https://www.ibanet.org/article/699fd751-0bd4-4a15-bf84-e2542a8219c9>, 23 March 2024.14:55.

²- <https://www.acerislaw.com/electronic-arbitration-agreements-admissibility-and-enforceability/> , 23 March 2024.15:00.

³- Gabrielle Kaufmann-Kohler / Thomas Schultz, The Use of Information Technology in Arbitration, Jusletter 5. Dezember 2005, p7.

- Evidence: The evidence required for the electronic arbitration proceedings is outlined in the arbitration agreement. This includes the types of electronic evidence that will be admissible during the proceedings.
- Costs: The costs associated with the electronic arbitration proceedings are specified in the arbitration agreement. This includes the filing fees, arbitrator fees, and other expenses.
- Termination: The termination conditions for the electronic arbitration proceedings are outlined in the arbitration agreement. This includes the circumstances under which the proceedings can be terminated and the procedures for doing so.

B. Determining the electronic arbitration panel

The arbitration agreement, the administering institution's rules, and the parties' choices determine the composition of the electronic arbitration panel, with the institution playing a key role in appointing the arbitrators if the parties cannot agree. The process can be conducted electronically to the extent permitted¹.

The composition of the electronic arbitration panel is determined by the arbitration agreement, the administering institution's rules, and the choices made by the parties. The institution plays a key role in appointing the arbitrators if the parties cannot agree².

The process can be conducted electronically to the extent permitted by the arbitration rules and agreements. For example, the UNCITRAL Rules emphasize the importance of electronic arbitration procedures and the need to ensure they adhere to principles of good justice, including impartiality, equality of the parties, and the principle of contradiction³.

The electronic arbitration process involves stages like initiation of proceedings, electronic requests for arbitration, production of written statements and documents, and the administration of electronic evidence. The arbitral tribunal has the power to rule on its own jurisdiction and conduct the arbitration proceedings⁴.

In cases not involving certain claims like sexual assault, sexual harassment, or statutory employment discrimination, the composition of the panel varies based on the nature of the dispute and the parties involved. For

¹- DIRECTORATE GENERAL FOR INTERNAL POLICIES, POLICY DEPARTMENT C: CITIZENS' RIGHTS AND CONSTITUTIONAL AFFAIRS, Legal Instruments and Practice of Arbitration in the EU,p384.

²- Agouni Mohammad, Electronic Arbitration to Settle Disputes in E-commerce Contracts, Journal of Legal Studies and Researches Volume: 8 / N°: 2 (2023),

³- <https://uncitral.un.org/en/texts/arbitration/contractualtexts/arbitration>, 23March 2024.15:00.

⁴- INTERNATIONAL COMMERCIAL ARBITRATION, 5.9 Electronic Arbitration,2003,p40.

instance, in disputes between members, the panel composition differs from disputes between associated persons or between members and associated persons¹.

Additionally, the selection and composition of the arbitration panel involve specific procedures. For example, in Minnesota, an arbitration panel must consist of an arbitrator and, if agreed upon, one arbitration advisor for each party to the dispute. The arbitrator is selected through a process that includes submitting names to the parties, striking names, and finalizing the selection².

Conclusion

Consequently speaking, the first chapter addressed the study's fundamental items, such as Dispute Resolution, Electronic Commerce, Electronic arbitration, International Trade agreements in addition to the most significant Advantages of Online Dispute Resolution as Cost-effectiveness, Convenience, Increased Participation and Engagement, Accessibility, and Potential for Innovation, then the study assessed The differences between Traditional and Electronic arbitration in sense of Conduct of proceedings, Presence of parties, Cost and time savings, Binding decision Expertise and Confidentiality also the chapter had finished the content of the electronic arbitration agreement in Determining the law applicable to electronic arbitration and Determining the electronic arbitration panel. The chapter emphasized the significance of Online Dispute Resolution. The second chapter will look over Efficacy of Electronic arbitration Formation and procedure in Dispute Resolution.

¹- <https://www.finra.org/rules-guidance/rulebooks/finra-rules/13402>, 23 March 2024.15:15.

²- Mira Fayad, Habib Kazzi , ELECTRONIC ARBITRATION IN LEBANON– OVERVIEW AND TRENDS European Scientific Journal March 2015 edition vol.11, No.7,p52.

CHAPTER TWO:

**EFFICACY OF ELECTRONIC
ARBITRATION FORMATION AND
PROCEDURE IN DISPUTE
RESOLUTION**

Chapter two: Efficacy of Electronic arbitration Formation and procedure in Dispute Resolution

Introduction

1. Formation of the Electronic Arbitration Agreement

- A. Formation of the Electronic Arbitration Agreement
- B. Electronic Consent to Arbitration
- C. Accessibility of the Arbitration Agreement
- D. Electronic Expression of Consent

2. Electronic Form of the Arbitration Agreement

- A. Requirements of International Agreements: Document Signed by the Parties.
- B. Requirements of National Laws.
- C. Link between the New York Convention and More Favourable National Provisions.

3. Electronic Arbitration Procedure

- A. Conduct of Electronic Proceedings.
- B. Administration of Electronic Evidence.

4. Efficacy of electronic arbitration

- A. Seat of Electronic Arbitration.
- B. Electronic Award.

Introduction:

The efficacy of Electronic Arbitration in dispute resolution lies in its ability to provide a swift, cost-effective, and efficient mechanism for settling disputes through online platforms using information and communication technology. Electronic Arbitration, also known as E-arbitration, allows parties to communicate directly without being physically present, saving on litigation expenses. It involves appointing an arbitration panel with binding authority and conducting proceedings, at least partly, on virtual platforms via the Internet. E-arbitration is considered an essential method for settling disputes in e-commerce and cross-border trade transactions, catering to the need for a modernized and efficient resolution process in the digital age¹.

The process of Electronic Arbitration includes submitting evidence electronically, conducting hearings, submissions, and issuing awards online. It offers advantages such as efficiency, cost-effectiveness, full-time availability, and accountability, making it suitable for various types of disputes. However, challenges exist, including technical issues like data security, confidentiality, and legal concerns related to arbitration agreements and awards. Despite these challenges, Electronic Arbitration is evolving to meet the demands of the digital era, providing a flexible and effective means of dispute resolution tailored to the needs of the parties involved².

A. Formation of the Electronic Arbitration Agreement

The formation of an electronic arbitration agreement is closely tied to the formation of contracts in cyberspace. Electronic arbitration agreements are increasingly common, especially in online business-to-business (B2B) and business-to-consumer (B2C) relationships³.

The process involves examining the written requirement for an arbitration agreement and assessing whether an online arbitration agreement can meet the standards set by international conventions like the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards⁴.

¹- Ahmed, Adnan, Challenges of Electronic Arbitration in Electronic Commerce transactions, Multi-Knowledge Electronic Comprehensive Journal For Education And Science Publications (MECSJ) ISSUE (2), May (2017).

²- <https://jusmundi.com/en/document/publication/en-leveraging-technology-for-fair-effective-and-efficient-international-arbitration-proceedings-report.16> 16 May 2024,10:14.

³- ELECTRONIC FORM OF ARBITRATION AGREEMENT By Gabriela Kubicová Submitted to Central European University Legal Studies Department In partial fulfilment of the requirements for the degree of LL.M in International Business Law Supervisor: Professor Tibor Várady Budapest, Hungary 2009

⁴- Tejaswa Mohanta, Electronic Arbitration Agreement in International Commercial Arbitration, Date Written: January 15, 2022

B. Electronic Consent to Arbitration

Electronic consent to arbitration is a critical aspect of international commercial arbitration, particularly in the digital age. The creation of an arbitration agreement through electronic means raises two sets of difficulties. Firstly, there is the issue of the written requirement for an arbitration agreement, which is a fundamental principle in international arbitration. Secondly, there is the question of whether an online arbitration agreement can meet the standards set by international conventions like the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards¹.

The significance of the signature in an intervention understanding cannot be exaggerated. The signature not as it were illustrates the parties' eagerness to labor under assertion but moreover affirms their commitment to take after the intervention assent. The party that wins and wishes to implement an arbitral grant based on the Unused York Convention's arrangements must consider the formal necessities set forward in Article II of the Convention; disappointment to do so may result within the nullity of the ultimate grant beneath Article V (1) of the Tradition².

Electronic consent to arbitration is a valid and enforceable method of dispute resolution, especially in the digital age. However, careful attention must be paid to the legal requirements and formalities to ensure the validity and enforceability of electronic arbitration agreements³.

Mutual consent is considered a fundamental principle of traditional arbitration and is crucial to the legitimacy of the arbitration process. However, in some cases, the consent to enter an online or non-traditional arbitration agreement may not be truly consensual, especially when there is a power imbalance between the parties⁴.

There are several key aspects to consider regarding electronic consent to arbitration agreements:

Mutual consent is a fundamental principle of arbitration and crucial to the legitimacy of the process. However, in some cases, consent to enter an online

¹- https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4009480, 17 May 2024,10:14.

²- https://treaties.un.org/Pages/Overview.aspx?path=overview%2Fdefinition%2Fpage1_en.xml,

³- Omar Qouteshat Kamal Jamal Alawamleh, The enforceability of electronic arbitration agreements before the DIFC Courts and Dubai Courts, February 2017,p 14.

⁴- <https://ouclf.law.ox.ac.uk/the-mutable-and-evolving-concept-of-consent-in-international-arbitration-comparing-rules-laws>, 18 May 2024,11:17.

arbitration agreement may not be truly consensual, especially when there is a power imbalance between the parties¹.

The signature is paramount in proving the parties' willingness to submit to arbitration and affirm the rules set out in the agreement. Electronic signatures can replace manual signatures if applicable laws allow it².

The enforceability of an electronically signed arbitration agreement requires proof that the party intended to be bound by its terms and conditions. This can be evidenced by the electronic signature being verifiable as only the employee's³.

The written form requirement under the New York Convention can be met by electronically signed agreements if the signatures are reliable or the exchange of communications is trustworthy. However, the Convention's drafters did not anticipate electronic exchanges in 1958. Approaches to recognize electronic arbitration agreements include broadly interpreting the Convention to cover modern means of communication, and relying on the most favorable law principle. But the Convention's enforceability internationally is not guaranteed for some electronic agreements⁴.

C. Accessibility of the Arbitration Agreement

The accessibility of an arbitration agreement refers to the ease with which parties can access and understand the terms of the agreement. In the context of electronic arbitration agreements, accessibility is crucial for ensuring that parties can effectively engage with and consent to the terms of the agreement⁵.

Electronic arbitration agreements should be designed in a user-friendly manner, allowing parties to review and comprehend the terms before providing their consent. This accessibility is essential for upholding the validity and enforceability of the arbitration agreement, particularly in cases where electronic signatures are used to signify acceptance⁶.

The Supreme Court of Canada ("SCC") recently held that a mandatory arbitration clause was unconscionable. The clause was in a standard form

¹- <https://www.dwt.com/blogs/employment-labor-and-benefits/2021/06/e-signing-arbitration-agreements>, 18 May 2024, 12:14.

²- Tejaswa Mohanta Electronic Arbitration Agreement in International Commercial Arbitration Date Written: January 15, 2022.

³- Ziad Al Enizi and Ahmad abed al-hayy salam Al-Dalaien Problems of Proving the Electronic Arbitration Agreement in Applicable International Laws and Agreements. August 2021 Journal of Applied Security Research 18(1):1-27.

⁴- <https://www.acerislaw.com/electronic-arbitration-agreements-admissibility-and-enforceability/>, 19 May 2024, 10:14.

⁵- INTERNATIONAL COMMERCIAL ARBITRATION 5.9 Electronic Arbitration

⁶- <https://www.dwt.com/blogs/employment-labor-and-benefits/2021/06/e-signing-arbitration-agreements> 19 May 2024, 8:14.

contract, mandated disputes to be resolved through International Chamber of Commerce (“ICC”) rules, required claimants to pay a US\$14,500 commencement fee, and specified that the place of arbitration was the Netherlands. The majority of the SCC restated the test for unconscionability, and recognized a new exception to the “competence-competence” principle. The decision significantly impacts use of arbitration clauses in standard form contracts between parties of unequal bargaining power, such as those commonly used by participants in the gig economy¹.

D. Electronic Expression of Consent

Consent is presumed not to be freely given if the performance of a contract, including the provision of a service, is dependent on the consent despite such consent not being necessary for such performance².

Electronic expression of consent refers to signifying agreement to an action or statement using recorded electronic means, rather than a physical signature or verbal confirmation³. It is becoming increasingly common in various contexts, such as:

Informed Consent in Research In case of obtaining informed consent from research participants electronically, the process involves two key steps⁴:

a. Consent Discussion: Informing the participant using electronic means⁵.

b. Consent Documentation: The individual indicates agreement to participate by documenting consent using an electronic signature. Electronic signatures can replace manual signatures if applicable laws allow it. The enforceability of an electronically signed agreement requires proof that the party intended to be bound by its terms⁶.

In the context of digital services and online platforms, the concept of end-user consent plays an important role in regulations like the GDPR. According to the GDPR, end-user consent should be valid, freely given, specific, informed and active. However, enforcing lawful consent has been challenging in the digital world⁷.

Furthermore, Electronic arbitration agreements are being increasingly concluded via the internet in both B2B and B2C relationships. The validity of

¹- <https://adric.ca/scc-addresses-accessibility-and-unconscionability-in-arbitration-clauses17/> 20 May 2024,10:14.

²-<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/lawful-basis/consent/what-is-validconsent/>, 20May 2024,10:35.

³- <https://www.rogerclarke.com/EC/eConsent.html>21 May 2024,10:14.

⁴- <https://irb.ucsf.edu/obtaining-and-documenting-informed-consent> 20 May 2024,10:18.

⁵- <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10807334/> / 21May 2024,10:14.

⁶- <https://research.virginia.edu/irb-sbs/electronic-consent> , 22May 2024,10:14.

⁷- <https://gdpr-info.eu/issues/consent/> , 21May 2024,10:14.

such agreements depends on meeting legal requirements for a "written" form, which some jurisdictions are liberalizing to accommodate electronic communications¹.

To be valid, electronic consent must be an unmistakable, affirmative action that signifies agreement. It can be expressed through a clear statement, gesture, or by initiating an action. However, non-written electronic consent not evidenced by a recording may be disputed if a party denies giving it².

Documenting informed consent occurs after explaining the research and assessing participant comprehension. At minimum, it involves obtaining the signature of the participant (or the legally-authorized representative or parent(s), when approved) as well as the person obtaining consent. The person obtaining consent indicates he/she has explained the research to the participant, ensured that the participant understand the research and that the subject freely consents to participate³.

In most cases, the federal regulations require that informed consent be documented, but they also provide some important exceptions. See Verbal, Electronic or Implied Consent for more information⁴.

Electronic expression of consent is a convenient way to document agreement in the digital age, but ensuring its validity requires meeting legal requirements, providing clear information, and obtaining an unambiguous affirmative action from the consenting party⁵.

2. Electronic Form of the Arbitration Agreement

The Electronic Form of the Arbitration Agreement refers to agreements concluded via electronic means, such as the internet, without the need for physical signatures. These agreements can be valid and enforceable, provided there is evidence of their existence, which can be presented through various electronic forms like emails, telefaxes, or simple electronic forms. The validity of such agreements may vary depending on international agreements and national laws, with some jurisdictions requiring a written document for validity. However, advancements in technology and legal adaptations have allowed for the acceptance of electronic arbitration agreements, especially when parties have

¹- <https://www.cambridge.org/core/books/abs/arbitration-in-the-digital-age/e-arbitration-agreements-and-e-award-s-arbitration-agreements-concluded-in-an-electronic-environment-and-digital-arbitral-awards/4B7766BE1DD4D34ED44F1D9821028BF2>, 22May 2024,10:14.

²- https://www.europarl.europa.eu/doceo/document/A-7-2013-0402_EN.html, 22May 2024,11:14.

³- <https://irb.ucsf.edu/obtaining-and-documenting-informed-consent>, 22May 2024,10:18.

⁴- <https://irb.ucsf.edu/obtaining-and-documenting-informed-consent>, 22May 2024,10:18.

⁵- <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/lawful-basis/consent/what-is-valid-consent>, 23May 2024,11:20.

the means to provide evidence of their intent electronically, ensuring the equivalence between electronic and written forms of agreements¹.

A. Requirements of International Agreements: Document Signed by the Parties

The requirements of international agreements include:

The agreement must be concluded in written form between states and governed by international law, whether embodied in a single instrument or in two or more related instruments².

The agreement must be signed by representatives of the governments involved. The terms may require that the agreement be ratified as well as signed before it becomes legally binding³.

A government ratifies an agreement by depositing an instrument of ratification, which is a document containing a formal confirmation that the government consents to be bound by the agreement. The ratification process varies according to the laws and constitutions of each country⁴.

For multilateral agreements, often a certain threshold number of parties must sign and ratify the agreement through the process specific to that agreement before it enters into force⁵.

The United Nations Convention on International Settlement Agreements Resulting from Mediation (the "Singapore Convention on Mediation") requires that a settlement agreement shall be signed by the parties or, where applicable, the mediator. If the agreement is not in an official language of the party where relief is sought, a translation may be requested⁶.

the key requirements are that the agreement be in written form, signed by authorized representatives of the states involved, and ratified through each state's domestic process before it becomes legally binding under international law. The specific requirements vary depending on the type and terms of the agreement⁷.

¹- <https://arbitrationblog.kluwerarbitration.com/2022/11/13/concluding-an-arbitration-agreement-via-means-of-remote-communication-under-polish-law-a-short-guide-for-practitioners/> 23May 2024,10:50.

²- <https://law.gwu.libguides.com/treaties> 23May 2024,11:10.

³- <https://ask.un.org/faq/14594> 23May 2024,11:14.

⁴- https://treaties.un.org/Pages/Overview.aspx?path=overview/definition/page1_en.xml, 23May 2024,5:14.

⁵- <https://dirco.gov.za/ratification-accession-procedure/> 23May 2024,5:20.

⁶- Singapore convention on mediation act Bill NO.5/2020.

⁷- UNITED NATIONS CONVENTION ON INTERNATIONAL SETTLEMENT AGREEMENTS
RESULTING FROM MEDIATION.

According to the United Nations Convention on International Settlement Agreements Resulting from Mediation¹

The settlement agreement must be in writing, which is met if its content is recorded in any form, including electronic communication².

The settlement agreement must be signed by the parties or, where applicable, the mediator. If the settlement agreement is not in an official language of the party where relief is sought, a translation may be requested³.

The Convention and any reservation or withdrawal thereof shall apply only to settlement agreements concluded after the date when the Convention, reservation or withdrawal thereof enters into force for the Party to the Convention concerned⁴.

A party relying on a settlement agreement under this Convention shall supply to the competent authority of the Party to the Convention where relief is sought⁵:

(a) The settlement agreement signed by the parties:

The settlement agreement becomes binding once it is signed by all parties involved. It is a legally binding contract that resolves disputed claims and is entered into to avoid the burden of litigation. The agreement must be in writing, relate to specific complaints or proceedings, and the employee must be informed by an independent legal adviser about its terms and effects. Additionally, settlement agreements typically include termination payments and require the employee to agree not to pursue certain statutory claims against the employer in a Tribunal or Court. It is crucial for parties to seek legal advice before signing a settlement agreement to ensure they understand the terms and implications⁶.

(b) Evidence that the settlement agreement resulted from mediation

The evidence that a settlement agreement resulted from mediation includes the mediator's signature on the settlement agreement, a document signed by the mediator indicating the mediation process, an attestation by the institution that administered the mediation, or any other evidence acceptable to the competent authority. Additionally, the settlement agreement should be signed by the parties or the mediator, meeting the requirements even in electronic communications. The provisions ensure the validity and

¹ https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements, 23May 2024,10:14.

² United Nations Convention on International Settlement Agreements Resulting from Mediation.

³ <https://www.ibanet.org/article/946CFAF9-F0B5-41DE-85D6-CFF422FB4852>, 24May 2024,9:14.

⁴ <https://drf.novalaw.unl.pt/articles-8-and-9>, 23May 2024,10:14.

⁵ <https://drf.novalaw.unl.pt/article-4-no1-3-and-4>, 24May 2024,10:20.

⁶ <https://allanjan.es.com/-What-Is-A-Settlement-Agreement>, 24May 2024,10:14.

enforceability of the settlement agreement, establishing its origin from the mediation process¹.

B. Requirements of National Laws

National laws in many countries have adapted to allow for the validity and enforceability of electronic arbitration agreements and awards:

In the U.S., the Federal Arbitration Act was interpreted to consider an electronic arbitration agreement as a "document in writing" under Article II of the New York Convention. The U.S. also passed the Electronic Signatures in Global and National Commerce Act to validate electronic documents

Many civil law countries like Germany, France, Austria, Slovenia, Greece, The Netherlands, Ukraine, and Switzerland have broadened the form requirement of the New York Convention to include electronic communications like email for arbitration agreements.

The requirements of national law in Algeria regarding electronic arbitration are outlined as follows²:

An international arbitration agreement in Algeria must be in writing to be valid, as per Article 458 bis 1 of the Algerian Code of Civil Procedure (CCP)³.

The arbitration agreement must govern both existing and future disputes, and it must conform to the law governing the object of the dispute or Algerian law if no specific law is specified⁴.

Algeria recognizes the principle of "autonomy of the arbitration clause," meaning the validity of an arbitration agreement cannot be disputed solely because the contract it is included in is void⁵.

Public law entities in Algeria may choose arbitration for dispute resolution in international transactions, but the arbitration agreement should not contravene public order⁶.

The rules governing international arbitration in Algeria are set out in Chapter VI of Title II of the Civil and Administrative Procedure Code, with specific provisions for international commercial arbitration¹.

¹- <https://www.ibanet.org/article/946CFAF9-F0B5-41DE-85D6-CFF422FB4852> , 24 May 2024,12:14.

²- <https://cms.law/en/int/expert-guides/cms-expert-guide-to-international-arbitration/alger>, 23 May 2024, 10:14

³- <https://www.acerislaw.com/arbitration-in-algeria> ,24 May 2024,12:20.

⁴- <https://www.caci.dz/en-us/Arbitrage> , , 24 May 2024,12:30.

⁵- Djared Mohammed, Tahri Mohammed, The principle of the Arbitration Agreement independence from the original contract, And its application in international trade disputes -A contractive study-The journal of Teacher Researcher of Legal and political Studies - vol 07- Octobre 2022,p3.

⁶- <https://cms.law/en/int/expert-guides/cms-expert-guide-to-international-arbitration/algeria>, 24 May 2024,12:25.

Algeria, as a signatory to the New York Convention, recognizes international arbitral awards and has provisions for their enforcement².

In brief, Algeria's national laws require that electronic arbitration agreements in international contexts be in writing, adhere to the law governing the dispute, respect the autonomy of the arbitration clause, and not violate public order. Additionally, Algeria has specific legislative provisions governing international arbitration and the recognition of international arbitral awards³.

So in summary, many national laws have adapted to the digital age by validating electronic arbitration agreements and awards, either through broad interpretation of existing laws or by enacting new legislation. This facilitates the use of online arbitration to resolve e-commerce disputes efficiently⁴.

United Nations Office for drugs and crime affirmed that National lawful frameworks have received distinctive controls concerning the frame of the intervention understanding. A few frameworks take a consensual approach, which isn't subject to any conditions with respect to shape. Alternately, other frameworks embrace a more formalized approach, requiring the stipulation of an assent in composing. In these frameworks, an electronic report is worthy to lawmakers and in case law (see underneath). In any case, the legitimacy of the arbitration assent isn't subject to the conflict-of-laws strategy, but is evaluated specifically concurring to the fabric controls accessible to the judge considering the matter⁵.

C. Link between the New York Convention and More Favourable National Provisions

The link between the New York Convention and more favorable national provisions lies in the Convention's recognition of the role of national laws in the enforcement of arbitral awards. The Convention allows states to apply more favorable national provisions when recognizing and enforcing arbitral awards made in the territory of another Contracting State. This provision, based on reciprocity, enables states to declare that they will apply the Convention to the recognition and enforcement of awards made only in the territory of another Contracting State, or to differences arising out of legal relationships considered as commercial under their national law. By incorporating this flexibility, the

¹- MOURAD SEGHIR AND MOHAMED DEBBOUCHE, GUIDE TO ARBITRATION PLACES (GAP), ALGERIA, p8.

²- <https://cms.law/en/int/expert-guides/cms-expert-guide-to-international-arbitration/algeria>, 25 May 2024, 12:14.

³- <https://jusmundi.com/en/document/publication/en-algeria>, , 25 May 2024,8:14.

⁴- Boudellal fatouma, Online arbitration in E commerce Disputes, Journal of law and humanities Sciences Volume: 16 / N°: 04 (2023), p 11-20,p6.

⁵- <https://sherloc.unodc.org/cld/en/education/tertiary/firearms/module-8/key-issues/international-and-national-legal-framework.html> , 25 May 2024,8:18.

New York Convention respects the diversity of national legal systems while promoting a harmonized approach to the recognition and enforcement of arbitral awards on an international level¹.

The New York Convention, a key instrument in international arbitration, applies to the recognition and enforcement of foreign arbitral awards and the referral by a court to arbitration².

The Convention's primary goal is to facilitate the recognition and enforcement of foreign arbitral awards by creating a presumption as to the binding nature of awards, repealing the double exequatur requirement, reversing the burden of proving the conditions for recognition and enforcement, and permitting the courts of contracting states to exercise their discretion to refuse recognition or enforcement of awards under certain conditions³.

Concerning the Scope of Application Article I of the Convention ensures a broad scope of application by making the reciprocity requirement optional and doing away with the nationality or residence requirement. This provision applies to arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of differences between persons, whether physical or legal⁴.

The Convention allows contracting states to apply more liberal rules for recognition and enforcement, as enshrined at Article VII. This means that national laws can provide more favourable provisions for the recognition and enforcement of foreign arbitral awards than those specified in the Convention. The Convention's pro-enforcement spirit is reflected in its provisions, which are designed to facilitate the enforcement of foreign arbitral awards⁵.

The Convention has been interpreted and applied by national courts in a manner that remains remarkably true to its pro-enforcement spirit. Concerns that the Convention's provisions would be given divergent interpretations by courts have proven unfounded. The UNCITRAL Secretariat Guide on the Convention notes that contracting states have interpreted and applied the Convention in a way that is consistent with its pro-enforcement spirit⁶.

¹- George A. Bermann Recognition and Enforcement of Foreign Arbitral Awards: The Interpretation and Application of the New York Convention by National Courts, January 2017 .

²- <https://www.newyorkconvention.org/> , 25 May 2024,12:30.

³- <https://globalarbitrationreview.com/guide/the-guide-challenging-and-enforcing-arbitration-awards/3rd-edition/article/enforcement-under-the-new-york-convention> , 25 May 2024,12:35.

⁴- UNCITRAL Secretariat Guide on the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958

⁵- <https://globalarbitrationreview.com/guide/the-guide-challenging-and-enforcing-arbitration-awards/3rd-edition/article/enforcement-under-the-new-york-convention> , 25May 2024,12:30.

⁶- <https://www.mpo.gov.cz/en/foreign-trade/international-organizations-and-trade/uncitral/new-york-convention/convention-on-the-recognition-and-enforcement-of-foreign-arbitral-awards--279389/>, 25May 2024,12:30.

The New York Convention provides a framework for the recognition and enforcement of foreign arbitral awards, and its provisions are designed to facilitate the enforcement of such awards. The Convention allows contracting states to apply more liberal rules for recognition and enforcement, and its pro-enforcement spirit has been consistently interpreted and applied by national courts¹.

3. Electronic Arbitration Procedure

The Electronic Arbitration Procedure involves conducting arbitration proceedings substantially or wholly online, including filings, hearings, submissions, and awards. It utilizes technology applications like video conferencing, teleconferencing, and electronic exchange of documents to facilitate the dispute resolution process. This method aims to make proceedings efficient, cost-effective, and expeditious compared to traditional arbitration, offering benefits such as direct communication between parties and arbitrators without physical presence, efficient case management, and swift issuance of arbitral awards. However, challenges exist, including technical issues related to system compatibility, data security, and legal concerns regarding arbitration agreements, proceedings, and awards².

A. Conduct of Electronic Proceedings

The conduct of electronic proceedings refers to the management and regulation of legal processes that take place in a digital environment. This includes the procedures, rules, and protocols governing the conduct of hearings, submissions, evidence presentation, and communication between parties and the court in electronic or online settings. The aim is to ensure that legal proceedings conducted electronically are fair, efficient, and transparent, while also addressing specific challenges and considerations unique to digital platforms. Key aspects of the conduct of electronic proceedings may involve rules on the use of electronic communication devices, audio and video recording permissions, restrictions on taking photos or videos, guidelines for maintaining decorum and proper administration of justice, and considerations for publication bans or other restrictions related to electronic evidence and communication during legal proceedings³.

¹- <https://www.newyorkconvention.org/english>, 25May 2024,12:30.

²- <https://link.springer.com/article/10.1007/s11196-023-10070-7>, 25May 2024,13:30.

³- <https://eur-lex.europa.eu/EN/legal-content/summary/electronic-evidence-in-criminal-proceedings-production-and-preservation-orders.html>, 25May 2024,13:30.

The conduct of electronic proceedings in arbitration involves utilizing technology to facilitate various aspects of the arbitration process. Here are some key points extracted from the sources¹:

- Remote Hearings: National laws and arbitration rules allow arbitral tribunals to conduct hearings remotely, enabling parties to participate in arbitration proceedings without physical presence. This practice is particularly relevant in the context of the COVID-19 pandemic, where remote hearings have become more prevalent².
- Use of Information Technology: The use of information technology in evidence-taking and the conduct of remote hearings is a significant aspect of electronic proceedings in arbitration. This includes the theoretical background of using technology in evidence-taking and the adoption of remote court practices³.
- Legislative Support: Some national laws, such as the Brazilian Arbitration Law, French Civil Procedure Code, Spanish Arbitration Act, Swiss International Private Law Act, Turkish International Arbitration Law, and the UNCITRAL Model Law, explicitly support the conduct of electronic proceedings in arbitration by providing provisions for remote hearings and electronic evidence submission⁴.
- Adjustment to Innovation: The intervention community is adjusting to innovation by grasping inaccessible hearings and electronic prove accommodation, guaranteeing that the discretion handle remains effective and compelling indeed in a computerized environment. This adjustment includes utilizing secure communication channels and innovation to preserve the astuteness and secrecy of the assertion⁵.

The conduct of electronic proceedings in arbitration involves leveraging technology to facilitate remote hearings, electronic evidence submission, and ensuring that the arbitration process remains robust and efficient in a digital environment, supported by legislative frameworks that accommodate and regulate electronic proceedings⁶.

¹- <https://globalarbitrationreview.com/guide/the-guide-telecoms-arbitrations/second-edition/article/arbitration-and-the-advent-of-new-technologies>, 25 May 2024,14:30

²- <https://globalarbitrationreview.com/review/the-middle-eastern-and-african-arbitration-review/2023/article/remote-hearings-and-the-use-of-technology-in-arbitration>, 25May 2024,14:35

³- <https://globalarbitrationreview.com/review/the-middle-eastern-and-african-arbitration-review/2023/article/remote-hearings-and-the-use-of-technology-in-arbitration>, 25 May 2024,15:30.

⁴- <https://cms.law/en/int/expert-guides/cms-expert-guide-to-international-arbitration/brazil>, 25May 2024,15:40.

⁵- Creative Commons Attribution-NonCommercial-ShareAlike 3.0 License

⁶- the conduct of electronic proceedings in arbitration involves leveraging technology to facilitate remote hearings, electronic evidence submission, and ensuring that the arbitration process remains robust and efficient in a digital environment, supported by legislative frameworks that accommodate and regulate electronic proceedings.

The conduct of electronic proceedings under the Federal Arbitration Act (FAA) in the United States involves specific guidelines and procedures to ensure the efficiency and fairness of arbitration processes conducted electronically. According to the FAA, the arbitrator may conduct all or part of the hearing through electronic means, such as telephone, television, or computer, with the consent of all participants. This electronic format allows for remote participation while ensuring an expeditious and informal hearing¹.

B. Administration of Electronic Evidence

The Administration of Electronic Evidence refers to the management and handling of digital information in legal proceedings. It involves the collection, preservation, analysis, and presentation of electronic data as evidence in civil, administrative, or criminal cases. Electronic evidence can take various forms such as text, video, photographs, audio recordings, emails, and metadata. The administration of electronic evidence includes ensuring its relevance, reliability, storage, preservation, archiving, and maintaining its integrity throughout the legal process. Trust services play a crucial role in identifying, authenticating, and securing online transactions related to electronic evidence. The guidelines and regulations governing electronic evidence aim to facilitate its use within legal systems and court practices while upholding fundamental principles and ensuring the admissibility of such evidence in court proceedings².

The administration of electronic evidence in legal proceedings encompasses several critical aspects that are fundamental to ensuring the integrity, admissibility, and reliability of digital information. Firstly, the identification and preservation of electronic evidence require meticulous documentation and secure storage to prevent tampering or loss of data. This initial stage is crucial as it sets the foundation for the entire electronic discovery process. Secondly, the collection and acquisition of electronic evidence must adhere to proper chain of custody procedures to maintain the evidentiary value and authenticity of the information. This involves ensuring that the evidence is obtained legally and ethically, following established protocols to preserve its integrity. Thirdly, the analysis and examination of electronic evidence necessitate the use of specialized forensic techniques and tools to extract relevant data and draw accurate conclusions. This phase involves in-depth scrutiny of the electronic evidence to uncover insights that can support legal arguments or refute claims effectively. Additionally, the presentation and authentication of electronic evidence in court require compliance with legal standards and procedures to establish its relevance and credibility before the trier of fact. This final stage involves presenting the electronic evidence in a

¹ <https://www.law.cornell.edu/cfr/text/18/385.60,5>, 25 May 2024,13:30.

² <https://ojs.journalsdg.org/jlss/article/view/1805>, 26 May 2024,10:30.

clear and convincing manner, ensuring that it meets the legal requirements for admissibility and reliability in the legal proceedings. Overall, the effective administration of electronic evidence in legal proceedings demands a comprehensive approach that addresses each stage of the electronic discovery process with precision and adherence to legal requirements¹.

finally, the administration of electronic evidence requires a multifaceted approach that addresses admissibility, collection, preservation, presentation and the unique challenges posed by digital information. Proper handling and consideration of technical and legal aspects are essential to ensure the effective use of electronic evidence in legal proceedings².

4. Efficacy of electronic arbitration

The outcome of an online dispute resolution procedure varies according to the task given to the online dispute resolution body. As we have seen, co-contractors who participate in mediation or conciliation must negotiate in good faith, but they are not bound to come to an agreement. They may abandon the process without going through multiple procedures. If successful, electronic conciliation or mediation is concluded by a settlement agreement confirming the reciprocal concessions made by the litigants. The main unique feature of this contract is that it will often be an electronic contract. In practice, the parties execute the settlement agreement spontaneously. The outcome of online mediation or conciliation is therefore in the hands of the parties, before and after the final conclusion of the settlement agreement³.

A. Seat of Electronic Arbitration

The seat of Electronic Arbitration under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, commonly known as the "New York Convention" of 1958, refers to the physical location where the arbitration process is deemed to be based or centered. The New York Convention is a pivotal international agreement that governs the recognition and enforcement of foreign arbitral awards among contracting states. The choice of seat in arbitration is crucial as it determines the legal framework that will govern the arbitration proceedings, including the procedural rules and the supervisory

¹- <https://eucrim.eu/articles/gathering-electronic-evidence-for-administrative-investigations>, 26 May 2024, 13:30

²- Albert Antwi Boasiako H.s. Venter A Model for Digital Evidence Admissibility Assessment, August 2017 DOI: 10.1007/978-3-319-67208-3_2

³- Karim Benyekhlef and Fabien Gélinas, Online Dispute Resolution, Lex Electronica, vol.10 n°2 (Été/Summer 2005).

court for any potential challenges or enforcement actions related to the arbitral award¹.

Due to International Bar Association Gagan Anand assisted in Determining the seat of arbitration that Determining the place of arbitration on the basis of objective indices is scarcely conceivable when dealing with electronic arbitration. The procedural acts are performed remotely. When there is an arbitration panel (rather than a sole arbitrator) comprising arbitrators established in different States, it is not even possible to determine the place of arbitration by relying on the domicile or establishment of the arbitrators. Nor can one use the location of the technical equipment of the arbitral institution (server centres), because their location is incidental and of no significance. In comparative law there is a tendency not to use the operator's electronic presence or technical equipment to determine his/her location. The determination of the place of arbitration must therefore rest on legal criteria².

The seat of arbitration is a crucial legal concept that goes beyond the physical location or venue of arbitration proceedings. It refers to the jurisdiction in which the arbitration is deemed to take place, determining the legal framework that governs the arbitration process and the enforceability of arbitral awards. The seat influences various aspects of arbitration, including the applicable procedural law, the supervisory jurisdiction of national courts, and the legal consequences of the arbitration process³.

In international trade disputes, the choice of the seat of arbitration is significant as it impacts the conduct of the arbitration, the fate of arbitral awards, and the legal framework governing the arbitration procedure. The seat determines the law governing the arbitration's procedure (*lex arbitri*), which plays a crucial role in deciding procedural issues and filling gaps in party agreements.

Additionally, the choice of seat designates the courts that will have a curial role over the arbitration, including the authority to annul or set aside arbitral awards. Different jurisdictions impose mandatory requirements on arbitrations seated within them, affecting the conduct and enforcement of arbitration proceedings⁴.

Therefore, understanding the legal significance of the seat of arbitration is essential in international trade disputes to ensure a smooth arbitration process, efficient resolution of disputes, and enforceability of arbitral awards. The choice

¹ https://newyorkconvention1958.org/index.php?lvl=cmspage&menu=730&opac_view=-1&pageid=10, 26 May 2024, 16:15

² <https://www.ibanet.org/determining-seat-of-arbitration>, 26 May 2024, 16:15.

³ <https://www.lexisnexis.co.uk/legal/guidance/the-seat-of-the-arbitration>, 26 May 2024, 16:15

⁴ <https://www.mololamken.com/knowledge-what-is-the-seat-of-an-arbitration>, , 27 May 2024, 8:15.

of seat carries legal and practical consequences that can significantly impact the outcome and effectiveness of the arbitration process in resolving international trade disputes¹.

B. Electronic Award

The Electronic Award refers to various awards that recognize excellence and outstanding contributions in the field of electronics. These awards can be categorized into different types, including:

Transistor: A semiconductor device used to amplify or switch electrical signals and power, serving as a basic building block of modern electronics².

European Electronic Component Producers Affiliation (EECA): Utilizes a numbering plot acquired from Master Electron, with prefixes indicating sort and aiming utilize, taken after by a arrangement number or letter and digits for mechanical sorts³.

Joint Electron Gadget Designing Chamber (JEDEC): Portion numbering conspire for transistor gadgets beginning with "2N" for three-terminal gadgets, with prefixes showing the sort and utilization of the gadget⁴.

New Technologies in International Arbitration: Recognizes the impact of innovation-driven technologies on international dispute resolution, highlighting the importance of cyber security, data protection, and the adaptation of arbitral institutions to ensure confidentiality and efficiency in e-arbitration⁵.

These awards encompass a wide range of contributions and advancements in the field of electronics, from fundamental semiconductor devices like transistors to the implementation of innovative technologies in international arbitration to enhance efficiency and security in dispute resolution processes⁶.

The Electronic Award in international trade disputes refers to the recognition of excellence and outstanding contributions in the field of electronics within the context of resolving disputes in international trade contracts through electronic arbitration. This award is associated with the issuance of electronic arbitral awards that are valid and enforceable in international trade contract disputes. The process involves the conclusion of an electronic arbitration agreement between international trade dealers,

¹ <https://lidw.co.uk/why-is-arbitration-so-popular-in-international-disputes/>, 26 May 2024, 16:15.

² <https://en.wikipedia.org/wiki/Transistor>, 27May2024, 08:15

³ <https://monitor-industrial-ecosystems.ec.europa.eu/industrial-ecosystems/electronics>, 27 May2024, 10:15

⁴ <https://www.scribd.com/document/256820167/Unit-57-Electronics>, 27 May2024, 11:15

⁵ Magdalena Łagiewska New Technologies in International Arbitration: A Game-Changer in Dispute Resolution⁹ December 2022-37.3.

⁶ <https://www.buerklin.com/en/electronic-competence/measurement-technology/the-history-of-semiconductors> . 27 May2024, 11:15.

communication via electronic means, and the issuance of electronic arbitration rulings to decide and implement dispute resolutions effectively¹.

The study on the Role of Electronic Arbitration in the Settlement of Disputes of International Trade Contracts emphasizes the effectiveness of electronic arbitration in resolving disputes arising from international trade contracts. It addresses the challenges faced by electronic arbitration due to the limitations of existing legal systems and the need for adaptation to the electronic nature of arbitration processes. The study explores the validity of electronic arbitration agreements, the enforceability of electronic arbitration rulings, and the authority of such rulings in international trade disputes².

Furthermore, the enforcement of electronic arbitral awards in international commercial disputes under the New York Convention is a critical aspect that examines challenges faced by winning parties seeking enforcement of electronic awards. This includes issues related to the validity of electronic arbitration agreements, enforceability of consumer arbitration agreements concluded online, obstacles in conducting arbitration procedures online, and electronic authentication of final awards. The study suggests possible amendments to the New York Convention to address these challenges and improve the efficiency and reliability of enforcing electronic awards in international commercial disputes³.

The Electronic Award in international trade disputes signifies the recognition of achievements in electronic arbitration within the realm of international trade contracts, highlighting the importance of electronic arbitration agreements, enforceability of electronic awards, and the challenges associated with online arbitration processes und⁴.

¹- Oleksii Makarenkov, Lurdes Varregoso Mesquita, Challenges of Legal Guarantees for the Enforcement of Arbitral Awards in International Commercial Cases <https://ajee-journal.com/challenges-of-legal-guarantees-for-the-enforcement-of-arbitral-awards-in-international-commercial-cases> 27May2024, 12:15.

²- ETESAM ALABD S. ALWHEEBE1 and ABDULLAH MUSHKUS ALMUTAIRI, The Role of Electronic Arbitration in the Settlement of Disputes of International Trade Contracts, IJCSNS International Journal of Computer Science and Network Security, VOL.24 No.3, March 2024.

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⁴- Agouni Mohammad, Electronic Arbitration to Settle Disputes in E-commerce Contracts, Journal of Legal Studies and Researches Volume: 8 / N°: 2 (2023), p 383-394.

Conclusion

At the conclusion of the second chapter, it is a fact that E-Arbitration is the best way to settle disputes, especially when it comes to e-commerce. The main benefits of e-arbitration are that it is faster, cheaper, and more flexible than traditional litigation¹.

The creation of the e-Arbitration understanding is vital, because it must meet the legitimate prerequisites for an viable discretion clause, counting the subtle elements of the discretion prepare, the names of the mediators, and the appropriate rules. Once the understanding is built up, the e-arbitration prepare can take put completely online. Parties can yield prove, have virtual hearings, and get the ultimate, legitimately authoritative choice electronically.

Key steps in the e-Arbitration process include: Starting the process, Exchange documents, Select an arbitrator Administer electronic evidence, Follow the principles of Mutual Consent, Due Process, Confidentiality and Similar to traditional arbitration.

All in all, electronic arbitration offers an effective and cutting-edge form of dispute resolution suited to the modern digital economy, provided the regulatory framework is well-structured and adhered to.

¹ - <https://globalarbitrationreview.com/guide/the-guide-telecoms-arbitrations/second-edition/article/arbitration-and-the-advent-of-new-technologies>. 28May2024, 10:00.

General Conclusion

Electronic arbitration has been emerged as a significant mechanism for resolving international trade disputes, offering a modern and efficient alternative to traditional methods. It provides numerous advantages such as speed, effectiveness, and cost-efficiency, making it a preferred choice for settling disputes in electronic commerce contracts. The effectiveness of electronic arbitration is evident in its ability to adapt to the technological advancements in international trade, providing a platform for resolving disputes in a manner that traditional legal systems may struggle to keep pace with. Through electronic means of communication, parties can engage in arbitration processes without the need for physical presence, leading to the issuance of arbitration awards electronically. Overall, electronic arbitration plays a crucial role in the settlement of international trade disputes by leveraging technology to enhance the efficiency and effectiveness of the dispute resolution process.

a. The first chapter had covered the main concepts of the study. It also explained the Importance of electronic arbitration and its advantages also Assessing Methods of Online Dispute Resolution

b. The second chapter focused on formation of Electronic Arbitration and procedures of it, and assessing The effectiveness of Electronic Arbitration in international trade disputes

Accordingly, the study posed two questions. The first focused on explaining the Electronic Arbitration and international trade disputes. The effectiveness of that mechanism of resolving the international trade disputes which was the subject of the second asked question. the effectiveness of E-Arbitration in resolving international trade disputes lies in its ability to leverage technology, maintain the core principles of arbitration, and provide a practical and efficient means for parties to resolve their disputes in the digital age.

- **At the end of the study**, it can be stated for answering the main question of the study that E-Arbitration leverages technology to make the arbitration process more efficient and cost-effective, such as through electronic exchange of documents, online hearings, and electronic awards in addition to the point of providing a practical and efficient dispute resolution mechanism that is well-suited for the complexities and peculiarities of disputes arising in electronic commerce and the digital age.

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ملخص:

تسعى الدراسة إلى تقييم مدى فاعلية الإطار القانوني لاتفاق التحكيم الإلكتروني في منازعات التجارة الدولية. كما أنه يثير مسألة مدى فعالية التحكيم الإلكتروني كوسيلة بديلة لحل النزاعات التي كانت في السابق ضمن اختصاص السلطات القضائية للدولة. تناول الفصل الأول من الدراسة المصطلحات المرتبطة بالموضوع وشرح مفهوم التحكيم الإلكتروني وتسوية المنازعات واتفاقية التجارة الدولية والمنازعات التجارية الدولية قبل تحليل الفروق بين التحكيم التقليدي والإلكتروني كما أوضح محتوى اتفاق التحكيم الإلكتروني من خلال تحديد القانون الواجب التطبيق على التحكيم الإلكتروني وتحديد هيئة التحكيم الإلكتروني. ويتناول الفصل الثاني تكوين اتفاق التحكيم الإلكتروني، وإبرام الصيغة الإلكترونية لاتفاق التحكيم في إطار منازعات عقود التجارة الدولية، ويتناول إجراءات التحكيم الإلكتروني من حيث سير الإجراءات الإلكترونية وإدارة الأدلة الإلكترونية، كما تقيم الدراسة كفاءة التحكيم الإلكتروني. توظف الدراسة عدة منهجيات أحدها المنهج الوصفي للمصطلحات القانونية والمنهج التحليلي لتقييم كفاءة إبرام اتفاق التحكيم الإلكتروني في إطار منازعات عقود التجارة الدولية ومدى حلها دولياً. النزاعات التجارية. وقد تلخصت نتائج الدراسة وتوصياتها، وكان من أهمها التحكيم الإلكتروني الذي ظهر كأفضل وأنجع وسيلة لحل المنازعات التجارية.

الكلمات المفتاحية: الفاعلية، الإطار القانوني، اتفاقية التحكيم الإلكتروني، عقود التجارة الدولية، المنازعات.