



Institute for Transnational Arbitration
ITA IN REVIEW

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ITA IN REVIEW

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ITA IN REVIEW

STYLE SHEET

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I. INTRODUCTION

This document defines the editorial styles, citation, and formatting used to submit content for the *ITA in Review*. The authors, editors, and publishers of the *ITA in Review* should consult this document regarding the *ITA in Review* editorial style. It is the responsibility of the author to submit manuscripts in compliance with this suggested format and citation structure. Accepted manuscripts may be resubmitted to authors for careful editing in compliance with these requirements.

The Editorial Staff of the *ITA in Review* will assist as necessary in bringing specific citations into compliance with the requirements of this Style Sheet and, for any issues not addressed herein, those of THE BLUEBOOK. The Editorial Staff generally does not check the accuracy or veracity of citations or “cite check” but instead relies upon the author. However, a review should always be made to ensure that the citations are correct, and any URLs are active and valid. If a citation is not correct or a website not active, please suggest alternatives.

Specific questions regarding these requirements or suggestions for revision may be directed to Matthew Weldon and Albina Gasanbekova, the Co-Executive Editors of the *ITA in Review*, at matthew.weldon@klgates.com and a1g@msk.com.

This guide is a working document and will be periodically updated and redistributed.

II. LAYOUT OF THE MANUSCRIPT

A. *Organization and Content*

All submissions should include an introduction that provides a general description of the subject matter addressed in the manuscript, helpful background information, and a “roadmap” outlining the steps the author will follow to reach the conclusion.

Subsections—bearing appropriate subheadings—should appear throughout the article at logical breaks and should mirror the roadmap provided in the introduction, enabling the reader to follow the outline and understand at which point the article is at all times. Finally, a clearly stated *conclusion* should appear at the end the manuscript. Preferably, the conclusion will provide forward-looking thoughts, including the possible directions of further research on the topic, etc., as opposed to simply an overview of the submission’s analysis or a summary of the information already presented.

B. *Headings & Subheadings*

To promote clarity in the structure and contents of the manuscript, it is useful to maintain a consistent system of headings. The following hierarchy should always be used.



1. Main Headings

Main headings are numbered with capitalized Roman digits. Indents are centered and styled in bold, with small caps. For example:

I. PART I

2. First Subheading

The first subheadings following a main heading are numbered with capitalized letters. Indents are left at the margin, justified, and style of the text is italics (the capitalized letter should NOT be italicized). A tab set at 0.5 inches shall follow the capitalized letter. For example:

A. First Subheading

3. Second Subheading

The second subheadings are numbered with Arabic numbers. Indents are left and justified, with margins at 0.5 inches or 1.27 centimeters. A tab set at 0.5 inches shall follow the number letter. The style is regular text. For example:

1. Second Subheading

4. Third Subheading

The third level of subheadings is numbered with Roman digits not capitalized, also known as “romanets,” within parentheticals. Indents are left and justified, with margins at 1 inch or 2.54 centimeters. The style is regular text. For example:

(i) Third Subheading.

5. Capitalization

All nouns, verbs, and adjectives within the titles should be capitalized. All other words should not. For example:

YES → MASS PROCEEDINGS ON THE INVESTOR-STATE ARBITRATION SETTING: OFFSPRING OF LEGAL GENETIC ENGINEERING?

NO → MASS PROCEEDINGS ON THE INVESTOR-STATE ARBITRATION SETTING: OFFSPRING OF LEGAL GENETIC ENGINEERING?

C. Font, Punctuation & Numbers

The printed or PDF version *ITA in Review* will be published online in LORA, 11 points (pt.). If you do not have this font in your computer, please let the editors know. They will send it to you.

Margins are 1.25 inches all around.



Line spacing should be 1.5 spaces throughout, except in block quotes, which must be single-spaced.

Two spaces should follow every period (full stop) and colon; one space after every semicolon.

Please use em-dashes (the longer ones) with no space on either side when creating a strong break in the structure of the sentence.¹ For example:

Subsections—bearing appropriate subheadings—should

References to numbers below ten should be spelled out in the text; otherwise, Arabic numbers should be used. For example: “There were 12 cases, but only three were heard.”

Percentages (%) and money (\$) amounts always have to be in Arabic number format without space between the symbol and the number. For example:

YES → He gave 100% during the trial.

NO → Only 30 percent of cases are successful.

YES → He will have to pay a fine of US\$500.

YES → The judgment against the company was for MXN\$3,000,000.

NO → He owes me fifteen Dollars.

All page numbers and years should be in Arabic numbers, and years should usually be followed by a comma. Dates should be written in the US style (Month Day, Year) with months properly abbreviated:

In endnotes: Dec. 3, 2011

In the body: December 3, 2011

The names of months should be abbreviated as follows:

January	Jan.	February	Feb.
March	Mar.	April	Apr.
May	May	June	June
July	July	August	Aug.
September	Sept.	October	Oct.
November	Nov.	December	Dec.

D. *Quotations*

Block quotes of over 50 words should appear as a separate paragraph, with 1-inch or 2.54 centimeters margins on either side, single spaced, and in 10 pt. LORA. Block quotes must be single-spaced. If the quote is a single paragraph the quote must have spacing after of 6 pt.; if the quote is several lines, only the last line should have 6 pt. For example:

¹ Depending on the context, the **em dash** can take the place of commas, parentheses, or colons—in each case to slightly different effect. See <http://www.thepunctuationguide.com/em-dash.html>; The **en dash** is used to represent a span or range of numbers, dates, or time. There should be no space between the en dash and the adjacent material. Depending on the context, the en dash is read as “to” or “through.” See <http://www.lawprose.org/lawprose-lesson-185-what-is-an-en-dash/>



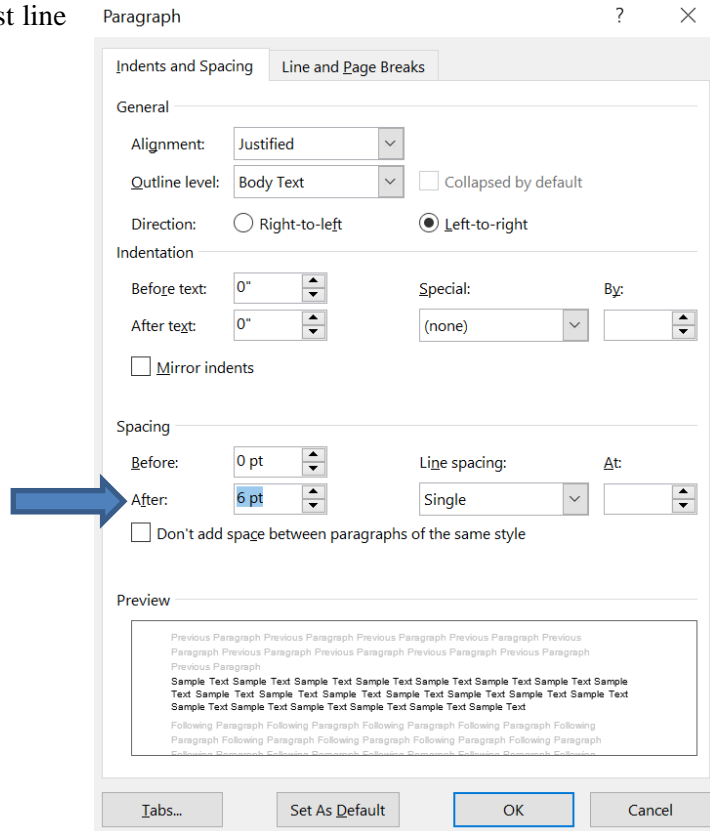
One paragraph:

With respect to evidentiary production, the Tribunal discussed that (a) document production would be limited to ordering the parties to the arbitration to produce documents. This is because “arbitration is based on the contractual agreement of the parties to the arbitration.” As such, third party disclosure cannot be obtained unless the supervisory court is able to assist Although it may be empowered to do so of its own volition, in almost all cases it will consider the parties’ requests for certain documents or classes of documents

Several lines:

With respect to evidentiary production, the Tribunal discussed that:
(a) document production would be limited to ordering the parties to the arbitration to produce documents.
This is because “arbitration is based on the contractual agreement of the parties to the arbitration.” As such, third party disclosure cannot be obtained unless the supervisory court is able to assist
Although it may be empowered to do so of its own volition, in almost all cases it will consider the parties’ requests for certain documents or classes of documents

In the Quote with several lines only the last line has a 6 pt. space after as follows:



No quotation marks should be used on block quotes, unless to delineate an internal quotation within the quote. Quotation marks within a block quotation should appear as they do in the quoted material (single or double). For example

With respect to evidentiary production, the Tribunal discussed that (a) document production would be limited to ordering the parties to the



arbitration to produce documents. This is because “arbitration is based on the contractual agreement of the parties to the arbitration.” As such, third party disclosure cannot be obtained unless the supervisory court is able to assist.... Although it may be empowered to do so of its own volition, in almost all cases it will consider the parties’ requests for certain documents or classes of documents

Omitted text in a quotation should be identified with ellipses with a space on either side (. . .), but no parentheses or brackets. Conversely, text added to a quotation to correct or explain it or adapt it to the text should be in brackets [text]. Errors in quotations should be repeated but marked with [sic]. For example:

“With respect to evidentiary production, the Tribunal discussed that (a) document production would be limited [and] . . . (c) no depositions wuld [sic] be allowed.”

Quotes should be marked by double inverted commas (“smart” quotes), while quotations within a quote should be marked by single inverted commas. For example:

“[T]he process was described as ‘an arbitration of unusual length’ by the commentators.”

All punctuation should be *inside* the quotation marks. For example:

The In-House Counsel for Drill-BD Inc. stated: “I will be frank . . . as long as the costs, including yours, are reasonable, I am happy.”

E. Emphasis

Emphasis should be illustrated through the use of *italics*. The use of **bold** for emphasis is to be avoided, as is the use of underlining.

In quotations, please convert any original emphases into *italics*, no matter their original style. Should the author wish to eliminate this emphasis, please explain this in the corresponding endnote by adding (emphasis omitted) at the end of the citation. Conversely, if the author adds emphasis not in the original, the citation should include this information as well by using (emphasis added).

F. Abbreviations

Generally, abbreviations are followed by a full stop, *e.g.*, Doc., No., Cf.

However, acronyms do not require periods between letters. When an acronym appears in the body of the manuscript following the full spelling out of the term, the acronym must appear in parentheses with no quotation marks. For example:

American Arbitration Association (AAA)

Energy Charter Treaty (ECT)

International Court of Justice (ICJ)



Iran-United States Claims Tribunal (IUSCT)
Permanent Court of Arbitration (PCA)
United Kingdom (UK)
United Nations (UN)
United States (US)

Acronyms that are not in common usage should be in quotation marks. For example:

Impactful Arbitral Awards (“IAA”)
Party-appointed arbitrator (“PAA”)

When a term that will be abbreviated first appears, we strongly recommend that authors spell out the term they will abbreviate, as indicated herein.

Other abbreviations, such as *e.g.*, must be italicized. For example:

NO → . . . when we decide to dispose of a system, *e.g.*, the current. . . .
YES → . . . when we decide to dispose of a system, *e.g.*, the current

G. *Use of “State”*

Generally, we use the word *state* to refer to a country. We do not capitalize the word *state* unless it refers to a specific country. For example:

The investor sued Egypt due to the State’s failure to provide due process.

The number of investor-state arbitrations has significantly increased in recent years.

ICSID has seen a surge in investor-state arbitrations despite multiple states denouncing the ICSID Convention and other instruments such as BITs which would allow remedies for investors.

III. REFERENCES

The *ITA in Review* will use THE BLUEBOOK as a default for any rules related to the form of the reference and asks that all authors do so as well. The *ITA in Review* will use endnotes rather than footnotes for all references in the website and footnotes in the downloadable PDFs. Therefore, all editorial work should be done based on footnotes.

All quotations, text attributed to another author or source, and cases *must* be accompanied by an explanatory citation, which must appear in the footnotes.

Footnotes should be in 9 pt. LORA, single-spaced with 5 pt. as space after. See Section II.D above for reference. All footnotes must have a period (full stop) at the end. Multiple citations appearing in the same footnotes should be separated by a semi-colon. Do not capitalize the word that follows the semicolon unless that word is a word that is always capitalized, or an abbreviation as showed above.



A. *Short form citation (id., supra, hereinafter)*

When it is first mentioned in the manuscript, a reference should be cited in full. Immediately following a citation, *id.*, can be used to denote an exact repetition of the immediately preceding citation. There are no commas following *id.*—just a page, paragraph or section number, or article reference. When using *id.* followed by a page number or article use “at.” Do not use “at” if *id.* is followed by a section symbol (§) or paragraph symbol (¶). For example:

⁴NIGEL BLACKABY ET AL., REDFERN AND HUNTER ON INTERNATIONAL ARBITRATION 15 (5th ed. 2009).

⁵*Id.* at 356.

⁶*See id.* § 6.

⁷UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS, art. 6.1.9(4) (2004).

⁸*Id.* at art. 6.3.

If there are multiple sources in the preceding citation, *id.* should not be utilized. For example:

⁴NIGEL BLACKABY ET AL., REDFERN AND HUNTER ON INTERNATIONAL ARBITRATION 15 (5th ed. 2009); UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS, art. 6.1.9(4) (2004).

YES: ⁵REDFERN AND HUNTER, *supra* note 4, at 356.

NO: ⁵*Id.* at 356.

For a repeated citation that does not immediately follow the primary citation, a short form reference and *supra* notation should be provided. With an author that is cited for only one work, the author’s last name will suffice as a short form; if the author is cited for more than one work, the author’s last name and a shortened form of the title is requested. If a work is to be cited many times, it can be summarily identified by a “hereinafter” that will be used as the short form in subsequent citations; the shortened name should follow the format of the original. For example:

⁴NIGEL BLACKABY ET AL., REDFERN AND HUNTER ON INTERNATIONAL ARBITRATION 15 (5th ed. 2009) [hereinafter REDFERN AND HUNTER].

...

²⁵*See* REDFERN AND HUNTER, *supra* note 4, at 256.

When using “hereinafter,” “*supra*” must be used to refer back to the original citation.

The same short form use should be used with cases, but no *supra* is necessary. Unlike articles and books, short names of cases are not italicized in the original citation but are italicized in short form citations (see section “III.D” below). If citing to a case from a court in the U.S., which is reported in a Regional



Reporter, the short form should contain the reporter information in short form as provided by THE BLUEBOOK.

B. *Abbreviations*

We abbreviate case names in citations in accordance with THE BLUEBOOK. Common abbreviations include:

And	&	Group	Grp.
Association	Ass'n	Incorporated	Inc.
Authority	Auth.	International	Int'l
Board	Bd.	Investment	Inv.
Company	Co.	Limited	Ltd.
Corporation	Corp.	Public	Pub.
Department	Dep't	Technology	Tech.
Government	Gov't	Uniform	Unif.

When citing material that spans more than one page, always retain the last two digits but drop other repetitious digits. For example:

RUDOLPH DOLZER & CHRISTOPH SCHREUER, *PRINCIPLES OF INTERNATIONAL INVESTMENT LAW* 112-13 (2008).

C. *Websites*

Cite to an Internet source directly without “*available at*” when it does not exist in a traditional printed format, or on a widely available database, or when a traditional printed source (such as a letter or unpublished dissertation) is not available. When you are citing to an internet source that also exists in a traditional printed format include “*available at*” and the Internet address (URL) you are for citing to.

For example:

U.N. Doc. No. 987, *available at* <https://etc>.

Alexis Mourre, *Are unilateral appointments defensible? On Jan Paulsson's Moral Hazard in International Arbitration*, KLUWER ARB. BLOG, Oct. 5, 2010, <http://kluwerarbitrationblog.com/2010/10/05/are-unilateral-appointments-defensible-on-jan-paulssons-moral-hazard-in-international-arbitration/>.

The Internet citation should be formatted by analogy to the citation that most resembles the publication cited, and the nature and contents of the article. For example, if the source is an opinion from a leading authority posted in a blog, then the analogy would be drawn to an article.



The preferred electronic format is PDF, and citations should be to the pages used. Hyperlinks should be removed from any URL in the manuscript.

When including the date, use only dates that refer to the material cited. Do not use “last updated” or “last modified” dates or copyright designations that refer to a site as a whole. In addition, no “last visited” date is necessary and should be removed.

Authors are responsible to ensure the accuracy, validity, and functionality of each URL included as a reference for a source. However, a review should always be made to ensure that the citations are correct, and any URLs are active and valid. If a citation is not correct or a website not active, please suggest alternatives.

Because the content of Internet sites changes frequently, printing or downloading copies of Internet sources is encouraged. It is not, however, necessary to indicate in the footnotes the location of these prints, as for example, with an “on file with author” designation.

D. Italicizing case names

Case names in the main text should be italicized. In footnotes, do not italicize full case names but do italicize short case names. For example:

In *Comedy Club, Inc. v. Improv West Assocs.*, the Ninth Circuit issued a unanimous decision.²⁵ This was the Ninth Circuit’s second unanimous decision that term.²⁶ In *Comedy Club*, the court held that certain speech is not protected by the First Amendment.²⁷

²⁵ *Comedy Club, Inc. v. Improv West Assocs.*, 553 F.3d 1277 (9th Cir. 2009).

²⁶ The other unanimous decision was *Reed v. Gilbert*, 550 F.2d 1200 (9th Cir. 2009).

²⁷ *Comedy Club*, 553 F.3d at 1278.

E. Examples

Understanding that THE BLUEBOOK does not contain all foreign references and that many of our contributors may not be familiar with this uniform system of citation, we provide below some examples of commonly used citations. In instances where the cited source is different from the ones used below, the examples provided can be used by analogy to determine the appropriate citation format. If there are doubts, please contact our Co-Executive Editors, Matthew Weldon and Albina Gasanbekova at matthew.weldon@klgates.com and alg@msk.com, respectively.

1. Books

AUTHOR (FIRST & LAST NAME), TITLE Page number (edition number (if any) ed. Year).



⁷ ARNAUD NUYTS, LA CONCESSION DE VENTE EXCLUSIVE, L'AGENCE COMMERCIALE ET L'ARBITRAGE 73 (1996).

Short form if only one work cited in the manuscript:

³⁶ NUYTS, *supra* note 7, at 72.

Short form if multiple works cited in the manuscript:

³⁶ NUYTS, LA CONCESSION DE VENTE EXCLUSIVE, *supra* note 7, at 72.

AUTHOR (FIRST & LAST NAME) & AUTHOR (FIRST & LAST NAME), TITLE Page number (edition number (if any) ed. Year).

¹⁵ RUDOLPH DOLZER & CHRISTOPH SCHREUER, PRINCIPLES OF INTERNATIONAL INVESTMENT LAW 90 (2nd ed. 2012).

Short form if only one work cited in the manuscript:

⁴² DOLZER & SCHREUER, *supra* note 15, at 93.

AUTHOR (FIRST & LAST NAME) ET AL., TITLE Page number (edition number (if any) ed. Year).

⁴ NIGEL BLACKABY ET AL., REDFERN AND HUNTER ON INTERNATIONAL ARBITRATION 15 (5th ed. 2009)

Short form:

⁶⁵ BLACKABY, *supra* note 4, at 93.

2. *Chapters in Books or Short Works in Collections*

Author (first & last name), Chapter Name, in BOOK NAME Page where work starts, pincite or specific page(s) cited (editor(s) name (first & last name) ed.(s)., edition number (if any) ed. Year).

¹⁷ Richard M. Buxbaum, *Public Law, Order Public and Arbitration: A Procedural Scenario and A Suggestion*, in RESOLVING INTERNATIONAL CONFLICTS: LIBER AMICORUM TIBOR VARADY 245, 268 (Hay et al. eds., 2009).

Short form:

⁵¹ BUXBAUM, *supra* note 17, at 285.

²² Neill W. Freeman & James A. Spielmann, *Lost Profits*, in LITIGATION SERVICES HANDBOOK: THE ROLE OF THE ACCOUNTANT AS EXPERT § 30.11 (Roman L. Weil et al. eds., 2d ed. 1995) [hereinafter Freeman & Spielmann].

Short form:

⁷⁴ FREEMAN & SPIELMANN, *supra* note 22, § 30.14.

3. *Articles in Periodicals*

Author (First & Last Name), Article Title, vol. JOURNAL page at which article begins, pincite or specific page(s) cited (Year).



⁹ Alan S. Rau, *The Arbitrator and 'Mandatory Rules of Law'*, 18 AM. REV. INT'L ARB. 51, 56-60 (2008).

¹⁰ Emmanuel Gaillard, *Sociology of International Arbitration*, 31(1) ARB. INT'L 1, 15 (2015).

Short form:

¹⁶ RAU, *supra* note 9, at 57.

¹⁰ Marc Blessing, *Mandatory Rules versus Party Autonomy in International Arbitration*, 14 J. INT'L ARB. 23, 25 (1997) [hereinafter Blessing, *Mandatory Rules*].

Short form if Blessing has multiple works cited:

¹³ Blessing, *Mandatory Rules*, *supra* note 10, at 25.

4. *US Case Law*

Case name (no italics), reporter information (court year).

⁸ Comedy Club, Inc. v. Improv West Assocs., 553 F.3d 1277 (9th Cir. 2009).

Short form:

¹⁴ *Comedy Club*, 553 F.3d at 1278.

³³ Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 631 (1985).

Short form:

⁴³ *Mitsubishi*, 473 U.S. at 638.

5. *International Case Law*

Although citations vary by country, it is helpful to explain the level of court cited (e.g., Cour de cassation [Cass.] [Supreme Court]).

European Court of Justice (ECJ)

²⁵ Case C-381/98, *Ingmar GB Ltd. v. Eaton Leonard Tech. Inc.*, 2000 E.C.R. I-9305.

Short form:

⁴⁶ *Ingmar*, ¶¶ 24-25.

When no case number is available:

²⁷ *EcoSwiss China Time Ltd. v. Benetton Int'l NV*, 1999 E.C.R. I-3055, ¶ 32

Belgium/France

¹¹ Cour de Cassation [Cass.] [Supreme Court], Nov. 16, 2006, *Van Hopplynus Instruments S.A. v. Coherent Inc.*, 2007 REVUE BELGE DE DROIT COMMERCIAL 889 (Belg.).

¹² Tribunal de Commerce [Comm.] [Commercial Court] Bruxelles, Oct. 5, 1994, *Van Hopplynus Instruments S.A. v. Coherent Inc.*, 1995 REVUE DE L'ARBITRAGE 310-16 (1995).



¹³ Cass., Dec. 22, 1988, Gutbrod Werke GmbH v. Usinorp de Saint-Hubert et Saint Hubert Gardening, 1988 JOURNAL DES TRIBUNAUX 458 (Belg.).

Japan

¹⁴ Hayashi v. Uchiyam, 23 MINSHŪ 441, 444-45 (Sup. Ct., Feb. 27, 1969).

¹⁷ Tōhō Jūkatsu Sangyō K.K. v. Shime-machi, 1438 HANRI JIHŌ 118 (Fukuoka D. Ct., Feb. 13, 1992).

Germany

¹⁸ Oberlandesgericht [OLG] München [Superior Regional Court], May 17, 2006, WERTPAPIER MITTEILUNGEN 1556, 2007 PRAXIS DES INTERNATIONALEN PRIVAT- UND VERFAHRENSRECHTS 322 (F.R.G.).

¹⁹ Bundesgerichtshof [BGH] [Federal Court of Justice], Jan. 30, 1961, NEUE JURISTISCHE WOCHENSCHRIFT 1061 (F.R.G.).

Short Form:

⁵³ BGH, Jan. 30, 1961, *supra* note 19, at 1062.

United Kingdom

²⁶ Tate & Lyle Ind. Ltd. v. Greater London Council, [1982] 2 All E.R. 854.

²⁷ R v. Lockwood, (1872) 99 Eng. Rep. 379 (K.B.).

²⁸ B.C. Elec. Ry. v. Loach, [1916] 1 A.C. 719 (P.C.) (appeal taken from B.C.).

³¹ Dowans Holding S.A. v. Tanzania Elec. Supply Co. Ltd., [2011] EWHC (Comm) 1957.

6. *International Courts*

Iran-U.S. Claims Tribunal

⁶¹ Housing & Urban Services International, 9 Iran-U.S. Cl. Trib. Rep. 313, Award No. 201-174-1 (1985).

⁶⁶ Phillips Petroleum Co. v. Iran, 21 Iran-U.S. Cl. Trib. Rep. 79, Award No. 425-39-2 (1989).

World Court (ICJ)

⁶⁷ Military and Paramilitary Activities (Nicar. v. U.S.), 1986 I.C.J. 14 (June 27).

⁶⁸ Fisheries Jurisdiction (U.K. v. Ice.), 1972 I.C.J. 12 (Interim Protection Order of Aug. 17).

European Court of Human Rights (ECHR)²

⁶⁹ Kampanis v. Greece, 318 Eur. Ct. H.R. 29, 35 (1995).

⁷⁰ Ireland v. United Kingdom, 23 Eur. Ct. H.R. (ser. B) at 23 (1976).

² The Council of Europe has created a European Case-Law Identifier (ECLI) to identify the European case law. This identifier may be used if available to identify cases. However, the suggested formatting of the citation should not be followed. *See* Method of Citing Case Law, https://curia.europa.eu/jcms/jcms/P_126035/en/.



European Court of Justice (ECJ)³

⁹⁸ Case C-284/16, *Slowakische Republik (Slovak Republic) v. Achmea B.V.*, 2018 E.C.J. 158.

7. *International Arbitral Awards*

Case name (no italics), INSTITUTION, decision/award full name, or specific page(s) cited (issuing date).

UNCITRAL

³⁵ *Glamis Gold, Ltd. v. United States*, NAFTA/UNCITRAL, Decision on Objections to Document Production, ¶ 38 (July 20, 2005).

Short Form:

⁴⁴ *Glamis Gold*, ¶ 247.

International Centre for Settlement of Investment Disputes (ICSID)

⁴⁵ *Marvin Feldman v. Mexico*, ICSID Case No. ARB(AF)/99/1, Award (Dec. 16, 2002).

Short form:

⁷⁶ *Feldman*, Dissenting Opinion.

London Court of International Arbitration (LCIA)

⁴⁷ *EnCana Corp. v. Ecuador*, LCIA Case No. UN 3481, Award (Feb. 3, 2006).

Permanent Court of Arbitration (PCA)

⁴⁸ *Dr. Horst Reineccius, First Eagle SoGen Funds, Inc., Mr. Pierre Mathieu and Société de Concours Hippique de la Châtre v. Bank for International Settlements*, Permanent Court of Arbitration, Final Award, ¶ 71 (Sept. 19, 2003), available at http://legal.un.org/riaa/cases/vol_XXIII/252-296.pdf.

International Court of Arbitration (ICC)

⁴⁹ ICC Case No. 6379, XVII Y.B. Comm. Arb. 212 (1990).

8. *Arbitral Institutions' Rules*

Name of Institution's Rules (year), article cited.

UNCITRAL

³⁵ UNCITRAL Arbitration Rules (1976), art. 2(2).

³⁵ UNCITRAL Arbitration Rules (2010), art. 4(1)(a).

International Centre for Settlement of Investment Disputes (ICSID)

⁴⁵ ICSID Rules of Procedure For Arbitration Proceedings, Rule 9 (Apr. 10, 2006) [hereinafter "ICSID Arbitration Rules"].

ICC Court of Arbitration (ICC)

²⁵ ICC Rules of Arbitration (2012), art. 15(1).

London Court of International Arbitration (LCIA)

³ *Id.*



²⁵ LCIA Arbitration Rules (2014), art. 22.1.

Singapore International Arbitration Center(SIAC)

²⁵ SIAC Arbitration Rules (2013), Rule 24.

Honk Kong International Arbitration Center(HKIAC)

²⁵ HKIAC Administered Arbitration Rules (2013), art. 22(3).

Stockholm Chamber of Commerce (SCC)

²⁵ SCC Arbitration Rules (2010), art. 26(3).

9. *Treaties*

Full name, date of signature, article, treaty source (if available).

⁷¹ Energy Charter Treaty, Dec. 17, 1994, art. 21(1).

Short Form:

⁸⁶ ECT, *supra* note 71, at art. 28.

⁷² U.S. 2004 Model BIT, art. 21.

⁷³ North American Free Trade Agreement, Jan. 1, 1994, art. 1110.

United States-Mexico-Canada Agreement, July 1, 2020, art. 3.1.

⁷⁴ Vienna Convention on the Law of Treaties, May 23, 1969, art. 31(4), 1155 U.N.T.S. 331.

⁷⁵ Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, art. V, 330 U.N.T.S. 38, 7 I.L.M. 1046.

⁷⁶ Agreement on Encouragement and Reciprocal Protection of Investments Between the Kingdom of the Netherlands and the Federative Republic of Brazil, Nov. 25, 1998, art. 6.

Short Form:

⁸⁵ Netherlands-Brazil BIT, *supra* note 76, at art. XXII.

⁸⁷ Convention on the Settlement of Investment Disputes between States and Nationals of Other States, Mar. 18, 1965, art. 58, 17 U.S.T. 1270, T.I.A.S. 6090, 575 U.N.T.S. 159.

⁸⁸ Treaty between the United States of America and the Argentine Republic Concerning the Reciprocal Encouragement and Protection of Investment, Nov. 14, 1991, art. XI.

⁸⁹ United Nations Convention on the Law of the Sea, Dec. 10, 1982, 1833 U.N.T.S. 397.

⁹⁰ United Nations Convention on International Settlement Agreements Resulting from Mediation, Dec. 20, 2018, U.N. Doc. A/73/17 (opening for signature on Aug. 7, 2019).



10. *International Principles*

FULL NAME, art. (year), web address.

⁷⁶ UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS, art. 6.1.9(4) (2004).

⁷⁷ THE PRINCIPLES OF EUROPEAN CONTRACT LAW 1998, PARTS I AND II, art. 7.108.

11. *IBA Materials*

⁷⁶ IBA Rules on the Taking of Evidence in International Arbitration (2010), art. 9.4, *available at* <http://www.ibanet.org/Document/Default.aspx?DocumentUId=68336C49-4106-46BF-A1C6-A8F0880444DC>.

12. *European Union Materials*

Full name (not italicized, except for *Green Papers*), art. (date).

⁷⁸ European Parliament and Council Directive 2008/52/EC on Certain Aspects of Mediation in Civil and Commercial Matters (May 21, 2008).

⁷⁹ Council Directive 86/653/EEC on the Coordination of the Laws of the Member States Relating to Self-Employed Commercial Agents (Dec. 18, 1986) [O.J. L382/17].

Short Form:

⁸³ Council Directive 86/653/EEC, *supra* note 79, at Recitals 6 (*in fine*) and 7.

⁸⁰ *Commission Green Paper on Alternative Dispute Resolution in Civil and Commercial Law*, at 196, COM(2002) (Apr. 19, 2002).

⁸¹ Regulation (EC) 593/2008 of the European Parliament and the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), art. 9.

13. *United Nations Materials*

United Nations Charter and ITLOS Statute

⁸⁰ U.N. Charter art. 2, ¶ 4.

⁸¹ Statute of the International Tribunal for the Law of the Sea art. 2, Dec. 10, 1982, 1833 U.N.T.S. 561.

Verbatim and Summary Records

⁸² U.N. GAOR, 56th Sess., 1st plen. mtg. at 3, U.N. Doc. A/56/PV.1 (Sept. 12, 2001).

Resolutions

⁸⁴ G.A. Res. 832 (IX), ¶ 19, U.N. GAOR, 9th Sess., Supp. No. 21, U.N. Doc. A/2890, at 19 (Oct. 21, 1954).

⁸⁵ E.S.C. Res. 1990/26, U.N. Doc. E/RES/1990/90 (May 24, 1990).

⁸⁷ S.C. Res. 508, ¶ 9, U.N. SCOR, 37th Year, U.N. Doc. S/INF/38, at 5 (June 5, 1982).



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⁸⁸ World Conference on Human Rights, June 14-25, 1993, *Vienna Declaration and Programme of Action*, ¶ 37, U.N. Doc. A/CONF.157/23 (July 12, 1993).

⁸⁹ U.N. Secretary-General, *Report of the Secretary-General on the Question of South Africa*, ¶ 5, delivered to the Security Council and the General Assembly, U.N. Doc. S/1994/16, A/48/845 (Jan. 10, 1994).

Yearbooks & Periodicals

⁹⁰ *Summary Records of the 1447th Meeting*, [1977] 1 Y.B. Int'l L. Comm'n 175, U.N. Doc. A/CN.4/SER.A/1977.

⁹¹ 1981 U.N. Jurid. Y.B. 41, U.N. Doc. ST/LEG/SER.C/19.

⁹² *Report of the International Law Commission to the General Assembly*, 19 U.N. GAOR Supp. No. 9, at 1, U.N. Doc. A/5509 (1963), reprinted in [1963] 2 Y.B. Int'l L. Comm'n 187, U.N. Doc. A/CN.4/SER.A/1963/Add.1.



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