THE PREFERRED INTERNATIONAL ARBITRATION CENTRE IN EURASIA









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# **An Introduction**

Welcome to the International Arbitration Centre ("IAC"), a key institution for the Astana International Financial Centre ("AIFC"), the Republic of Kazakhstan, and the entire Eurasia region.

The IAC provides an independent, economical and expeditious alternative to court litigation, operating to the highest international standards to resolve civil and commercial disputes in the AIFC.

The IAC offers parties maximum choice and flexibility in choosing the rules and procedures they wish to use to resolve their disputes at the IAC.

Parties may agree for the IAC to:

- 1. Administer their arbitration according to the IAC Arbitration and Mediation Rules. These rules include procedures for expedited arbitrations, the appointment of emergency arbitrators, and resolution of investment treaty disputes.
- 2. Administer their arbitration according to UNCITRAL Arbitration Rules or ad hoc arbitration rules.
- 3. Administer mediations according to the IAC Arbitration and Mediation Rules or ad hoc mediation rules.
- 4. Provide other forms of alternative dispute resolution.

International

Arbitration

Centre

The IAC has an eJustice system that enables parties to file cases electronically from anywhere around the world without their having to be physically present at the IAC's premises. Video hearings happen when an arbitrator or mediator decides that an in-person hearing or meeting is not necessary or appropriate. Cost and time efficient case management ensures that cases are administered and adjudicated as quickly and appropriately as possible.

Arbitration awards of the IAC are enforceable in the Republic of Kazakhstan as Orders of the AIFC Court, supported by a robust enforcement system. They are also enforceable internationally under the New York Convention 1958.

The IAC has its own panel of outstanding international arbitrators and mediators who are greatly experienced, independent, impartial and of the highest integrity. The IAC is an appointment authority, offering the appointment of arbitrators and mediators from its panel, for arbitrations and mediations conducted at the IAC or elsewhere. The IAC also has a highly professional team that deals with administration, management and preparation of cases under the guidance of the Registrar and Chief Executive. The IAC's international standard premises are headquartered in Astana, the Kazakhstan capital, with additional premises in Almaty, Kazakhstan, in eight countries in Eurasia, and in China, all being key trading partners with Kazakhstan. All of the premises have international standard meeting and conference rooms, office facilities, and access to innovative digital technology to assist with timely and cost effective case management.

Professional support services Chambers are located at the IAC's Astana premises, providing conference, meeting, and hearing rooms equipped with state-of-the-art IT.

The IAC provides fundholding for arbitrators' fees and the holding and disbursing of advances paid to cover the reasonable costs of the IAC's own services and facilities.

The IAC has its own Training Centre and cooperates with leading international education institutions to provide professional legal education that contributes to efficient case management by training lawyers, arbitrators and mediators in the Republic of Kazakhstan and wider Eurasia region. A modern state can hardly do a more generous «A modern state can hardly do a more generous extension open within its own borders, and yet free deed than to open within its own borders, and commerce from deed than to open within its own borders, and commerce from its own influence, to parties of trade and commerce from disto own influence, to parties of trade

IAC Chairman, 2023-

# Vision, Mission & Objectives

#### Vision:

To be recognised as the preferred international arbitration centre for alternative dispute resolution in Eurasia.

#### **Mission:**

The maintain a fully independent international ADR system that is trusted by regional and global investors for highest quality decisions and expeditious and cost effective case management.

## **Objectives:**

- To maintain the independence of the arbitrators and mediators of the IAC and uphold the trust and confidence of international investors that justice is administered free from external pressures and fully empowering the rule of law.
- To empower regional commerce by increasing confidence in the administration and accessibility of dispute resolution throughout the Astana International Financial Centre, Kazakhstan, the Eurasia region, and globally.
- To be innovative, technologically advanced and continually improve processes and standards.
- To collaborate with other international dispute resolution centres, particularly those with close trading links to Kazakhstan.
- To support the delivery of high quality legal education and training to meet the needs of lawyers, arbitrators and mediators in Kazakhstan and the Eurasia region.

# **Key Features**

#### An alternative to court litigation

The IAC provides an independent and expeditious alternative to court litigation and operates to the highest international standards to resolve civil and commercial disputes in the AIFC.

#### **Rules and procedures**

The IAC offers parties maximum choice and flexibility in choosing the rules and procedures they wish to use to resolve their disputes at the IAC. The IAC Arbitration and Mediation Rules 2022 contain all the latest innovations of global standards in administred arbitration. Parties can apply these rules, or apply the UNCITRAL Arbitration Rules or ad hoc rules.

#### **Enforcement of awards**

IAC arbitration awards are enforceable in the Republic of Kazakhstan as Orders of the AIFC Court, supported by a robust enforcement system. They are also enforceable internationally under the New York Convention 1958.

#### Panel of arbitrators and mediators

The IAC has its own panel of outstanding international arbitrators and mediators who are highly experienced, independent, impartial and of the highest integrity. The IAC is an appointment authority and assists with the appointment of arbitrators and mediators to arbitrations and mediations conducted at the IAC or elsewhere.

#### Fees and charges

All parties to a contract which was agreed before 1 April 2023 and includes the IAC for dispute resolution will be eligible to receive free registration of applications at the IAC under that contract before and after 1 April 2023. A one time application fee for each case applies as provided in IAC Practice Direction No. 1 where the contract in dispute was agreed after 1 April 2023.

#### **Digital IAC**

- Safe and secure method for users to file case papers, receive communications and access information relating to their case.
- Enhanced access to justice through a transparent medium, custom-built around the Regulations and Procedural Rules of the IAC.
- Facilitated end-to-end management of cases from commencement of proceedings through to the issuing of decisions.
- Multi-channel notifications via email and SMS to alert users of required tasks, communications, and progress on their case.
- Accessible from portable electronic devices, allowing users to access their case files and send/ receive communications from anywhere in the world.
- Intuitive interface, customised for legal practitioners to ensure streamlined navigation.
- Video hearings accessibility when an arbitrator or mediator decides that an in-person hearing is not necessary or appropriate.

#### **IAC** services

The IAC provides institutional arbitration services of the highest international standards. The IAC Arbitration and Mediation Rules are flexible and encourage efficiency. The IAC case management team consists of highly trained experts.

The IAC also provides administered arbitrations governed by UNCITRAL Arbitration Rules and ad hoc arbitration rules subject to the agreement of the parties to a case. Other forms of alternative dispute resolution, including negotiation and neutral evaluation, are provided subject to the agreement of the parties to a case.

Fundholding, holding and disbursing advances is provided by the IAC in relation to costs associated with use of the IAC's services and facilities.

The IAC is an appointment authority, assisting with the appointment of arbitrators and mediators to arbitrations and mediations conducted at the IAC or elsewhere.

# Leadership Chairman



#### **Mr. Thomas Krümmel**

Mr. Krümmel is a national of Germany, Rechtsanwalt and Partner in the Berlin office of the law firm, MEYER-KÖRING. Prior to his appointment as IAC Chairman, he was a member of the IAC Panel of Arbitrators. He was admitted to the German Bar in 1992 and has more than 30 years of professional experience as legal advisor and party counsel in the German state courts. He has advised domestic and international corporate developers, banks and investor consortiums, construction companies, high net worth individuals, and private clients, in the pharmaceutical, aeronautics, advertising, automobiles, and food sectors.

In commercial arbitration, he has been counsel or arbitrator in cases involving real estate development, franchising, car retail and plant engineering, under the ICC (Paris), DIS (Berlin & Bonn) and ad hoc arbitration rules.

He was a board member of the German Bar Association (International Section) and the Berlin Bar Association. He is Chairman of the Berlin Bar's Examination Committee for specialist lawyers in International Commercial Law. He is an Honoroary Member of the UK Commercial Bar – European Circuit.

He graduated in Law at Rheinische Friedrich-Wilhelms Universität of Bonn, Germany, and holds an LL.M. Masters in Law degree (with distinction) from the University of Glamorgan (Wales). He speaks German, English and French.

He was awarded the Chevalier dans l'Ordre national du mérite by the President of France in 2013.

## **Registrar and Chief Executive**



#### **Mr. Christopher Campbell-Holt**

Mr. Campbell-Holt is responsible for the day to day management and administration of the IAC, case management of arbitrations and mediations, and mediator appointments.

He managed the establishment of the IAC and AIFC Court from initial concept to stand-alone premier international dispute resolution institutions. He has advised on international financial centre and dispute resolution development in the Middle East, Eurasia, Asia, and South America.

He has more than 20 years of international legal experience. He was the Registrar at an International Financial Centre court in Qatar and worked at Norton Rose Fulbright LLP and at a Middle East law firm partnered with Covington & Burling LLP.

He studied Law at University College London and is admitted to the Bar of New York State. He is a CEDR accredited mediator, Member at the Chartered Institute of Arbitrators, and Chartered Institute of Directors life-time Member. He is a board member and/or governor of numerous institutions. He is an Honorary and/or Adjunct Professor at numerous universities.

He has been awarded honours, including by the President of the Republic of Kazakhstan in 2022 with The Order of Friendship (Dostyq ordeni), the highest level state award of the Republic of Kazakhstan that can be awarded to non-Kazakh citizens, and in 2020 with The Jubilee Medal.

#### **Registry support team**

The Registrar is supported by a team of highly skilled case managers trained and supervised to international standards.

# **IAC Arbitrators & Mediators Panel**

#### \*Also available as a Mediator

#### China:

1. Tom KM Fu\* EU: 1. Michael Collins SC (Ireland) 2. Dr. Stephan Grigolli\* (Italy) 3. Dr. Patricia Nacimiento\* (Germany) 4. Noah Rubens KC\* (France) 5. Prof. Dr. Stefan Kröll\* (Germany) 6. Dr. Galina Zukova (France) 7. Karl Guterstam (Sweden) 8. Alexandre Maciel\* (Portugal) Hong Kong: 1. Laurence Li SC 2. Dr. Michael Moser 3. Chiann Bao\* 4. Phillip Rompotis\* India: 1. Harish Salve KC Japan: 1. Yoshimi Ohara\*

#### Kazakhstan:

1. Aigoul Kenjebayeva\* 2. Alexander Korobeinikov\* 3. Bakhyt Tukulov\* 4. Gulnur Nurkeyeva\* 5. Indira Yeleusizova 6. Sergei Vataev\* 7. Yerkebulan Mirmanov 8. Yelena Nesterova Kyrgyzstan: 1. Natalia Alenkina Russia: 1. Timur Aitkulov\* 2. Vladimir Khvalei\* 3. Ilya Kuznetsov 4. Ilia Rachkov 5. Anna Grishchenkova 6. Ais Lidzhanova\* Singapore: 1. Dr. Colin Ong KC\* 2. Edmund | Kronenburg\*

#### UK:

1. Barbara Dohmann KC\* 2. Michael Bloch KC\* 3. Michael Brindle KC 4. The Rt. Hon. Professor Sir Robin Jacob\* 5. Professor Dr. Julian Lew KC 6. Gordon Nardell KC\* 7. The Rt. Hon. The Lord Phillips of Worth Matravers KG, PC 8. Andrew Spink KC 9. Joe Tirado\* 10. Andrew White KC 11. Sheikh Bilal Khan\* 12. Philip Clifford KC\* 13. David Roberts\* 14. Matthew Finn\* 15. Nigel Rawding KC 16. Roman Khodykin Ukraine: 1. Irina Tymczyszyn\* USA: 1. Drew Holiner\* 2. Peter Pettibone\* Uzbekistan: 1. Elijah Putilin

# IAC Arbitrators & Mediators Panel



# **The Legal Framework**

# The Constitution of the Republic of Kazakhstan 1995

The Constitution of the Republic of Kazakhstan 1995 was amended by the Parliament of the Republic of Kazakhstan with effect from 14 March 2017 and provides at Article 2 (paragraph 3.1) for there to be a special legal order in the financial field in Astana in accordance with constitutional statute.

#### **AIFC Constitutional Statute 2015**

The AIFC Constitutional Statute No. 438-V ZRK of 7 December 2015 was approved by the Parliament of the Republic of Kazakhstan and provides for the establishment of the Astana International Financial Centre. Article 14 of the AIFC Constitutional Statute provides for the establishment of an International Arbitration Centre in the AIFC and provides for the procedures of the International Arbitration Centre to be provided by Resolution of the AIFC Management Council.

#### **AIFC Arbitration Regulations 2017**

The AIFC Arbitration Regulations 2017 were approved by Resolution of the AIFC Management Council on 5 December 2017 and provide arbitration procedures modelled on the UNCITRAL Model Law and provide for the establishment of the International Arbitration Centre.

#### AIFC Arbitration and Mediation Rules 2022

The International Arbitration Centre Arbitration and Mediation Rules 2022 were approved and published by the Chairman of the IAC, as provided by Article 54 of the AIFC Arbitration Regulations 2017, and provide the detailed arbitration and mediation procedures for administered arbitration and mediation at the IAC.

#### **AIFC Court Regulations 2017**

The AIFC Court Regulations 2017 were approved by Resolution of the AIFC Management Council on 5 December 2017 and provide for the constitution of the AIFC Court, the management of the AIFC Court and AIFC Court Registry, the jurisdiction and powers of the AIFC Court, which includes limited supervision of cases at the IAC, the composition of the AIFC Court, the applicable law in the AIFC Court, and practice and procedure in the AIFC Court.

#### **AIFC Court Rules 2018**

The AIFC Court Rules 2018 were approved and published by the Chief Justice of the AIFC Court, as provided by Article 30 of the AIFC Court Regulations 2017, and provide the detailed procedures of the AIFC Court.

# **International** Arbitration Centre

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# **Model Clauses**

"Any dispute, controversy, difference or claim, whether contractual or non-contractual, arising out of or in relation to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by the International Arbitration Centre of the Astana International Financial Centre ("IAC") in accordance with the IAC Arbitration and Mediation Rules in force on the date on which the Request for Arbitration is filed with the Registrar of the IAC, which Rules are deemed to be incorporated into this clause."

#### Additional provisions:

[The parties are free to adapt the clause to their particular circumstances, for example the parties may also wish to stipulate in the arbitration clause]:

#### **1.** Appointment of arbitrators

The number of arbitrators shall be [one/three].

[In the event of a sole arbitrator: The arbitrator shall be appointed by agreement of the parties. If the parties have not agreed on the appointment of an arbitrator within [10]\* days of the [Commencement Date\*\* notified to the parties by the Registrar of the IAC], at the request of one of the parties, the Chairman of the IAC will appoint the arbitrator.] [In the event of a three person tribunal: Each of the parties (or co-parties in circumstances where there are more than two parties) shall appoint an arbitrator within [10]\* days of the [Commencement Date notified to the parties by the Registrar of the IAC]. The party-appointed arbitrators shall appoint the presiding arbitrator, in consultation with the parties, no later than [20]\* days following the Commencement Date. In the event that the appointment of an arbitrator (including the presiding arbitrator) is not made by that time, then, at the request of any of the parties, the Chairman of the IAC will appoint the remaining arbitrator(s).]

#### 2. Seat of arbitration and applicable law

The seat of the arbitration will be [the AIFC in Astana, Kazakhstan]. The law governing the arbitration proceedings shall be the law of the seat.

#### 3. Language of the arbitration

The language of the arbitration proceedings shall be [insert chosen language].

#### 4. Law governing the agreement

The governing law of this Agreement shall be the substantive law of [insert country].\*\*\*

#### 5. Qualities of the arbitrators

The arbitrators shall have the following qualities:\*\*\*\*

[Specific or excluded nationalities] [Qualifications, e.g. lawyer, experience in oil/gas/construction, accountant, engineer etc.] [Fluency in the language of the arbitration]

The parties to the Agreement should ensure that the Agreement contains a clause to the effect that this Arbitration Clause will survive the termination, repudiation, invalidation, expiry, or frustration, of the Agreement as a whole.

#### Model Mediation and Arbitration Clause

"Any dispute, whether contractual or noncontractual, arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, may first be submitted to mediation at the AIFC International Arbitration Centre ("IAC") under its Arbitration and Mediation Rules. If the dispute is not resolved by mediation, then the parties shall refer the dispute to arbitration at the IAC. In that case, then [insert text from model IAC arbitration clause]."

Notes:

\* The parties may agree to adjust these time limits.

\*\* The Commencement Date is defined in Article 4.7 of the IAC Rules 2022.

\*\*\* To be used in the event that there is no governing law clause in the agreement.

\*\*\*\* See Article 8.5 of the IAC Rules 2022.

The International Arbitration Centre Arbitration and Mediation Rules 2022 were approved and published by the Chairman of the IAC, as provided by Article 54 of the AIFC Arbitration Regulations 2017, and provide the detailed arbitration and mediation procedures for administered arbitration and mediation at the IAC.

# **Fees and Charges**

Arbitrations and mediations conducted at the IAC under the IAC Arbitration and Mediation Rules ("the Rules"), UNCITRAL Arbitration Rules or ad hoc rules.

#### 1. Charges of the IAC

A one time Registration Fee is payable in advance with the Request for Arbitration/Mediation and is non-refundable pursuant to Practice Direction No. 1: Fees.

#### 2. Fees and expenses of the Tribunal

a) Arbitrators/Mediators shall be invited at the time of their appointment to agree in writing an hourly fee rate. Hourly fees shall normally not exceed USD 635.

b) The Arbitrator/Mediator fees may include a charge for time spent travelling.

c) The Arbitrator/Mediator fees may also include a charge for time reserved but not used due to late postponement or cancellation of hearings/meetings if the basis for such charge is stated in writing to the Parties at the commencement of the arbitration/ mediation.

d) The Arbitrator(s)/Mediator(s) shall be entitled to recover all expenses reasonably incurred in connection with the arbitration/mediation, such as travel and hotel expenses. All claims for reimbursement of expenses shall be supported by receipts.

#### **3. Deposits**

a) The Registrar may direct the Parties, in such proportions and at such times as are appropriate, to make one or more payments to the IAC on account of the costs of the arbitration (the Arbitration Costs/Mediation Costs) other than the legal or other expenses incurred by the Parties themselves. The payments deposited by the Parties may be applied by the IAC to pay any item of such Arbitration Costs/ or Mediation Costs (including the IAC's own charges and expenses).

b) Save for exceptional circumstances, the Arbitrator(s)/Mediator(s) should not proceed with the arbitration/mediation without having ascertained from the Registrar that the IAC is or will be in requisite funds as regards outstanding and future Arbitration Costs/Mediation Costs.

c) In the event that a Party fails or refuses to make any payment on account of the Arbitration Costs/Mediation Costs as directed by the Registrar, he may direct the other Party or Parties to effect a substitute payment to allow the arbitration/mediation to proceed (subject to any later order or award by the Arbitrator(s)/ Mediator(s)).



#### 4. Interim Payments

a) When interim payments are required to cover any part of the Arbitration Costs/Mediation Costs, including the IAC's administrative charges, the Arbitrator(s)/ Mediator(s) fees or expenses, the fees or expenses of any expert appointed, the fees or expenses of any Secretary, or charges for hearing/meeting rooms and other support services, such payments may be made against invoices for any of the items listed above from funds held on deposit by the IAC.

b) If no or insufficient funds are held at the time an interim payment is required, the relevant invoices may be submitted by the IAC for payment by the Parties directly. The Parties are invited to contact the IAC Registry to enquire about access to hearing/ meeting rooms and related costs.

#### 5. Arbitration / Mediation Costs

a) The Parties shall be jointly and severally liable to the Arbitrator(s)/Mediator(s) and the IAC for the costs of the arbitration/mediation (other than the legal or other costs incurred by the Parties themselves).

b) Any bank charges incurred on any transfer of funds by the Parties to the IAC shall be borne exclusively by the Party or Parties transferring the funds.

c) The Arbitrator(s) Award(s)/Mediator(s) settlement agreement shall be transmitted to the Parties by the IAC provided that the costs of the arbitration/mediation have first been paid to the IAC.

# **Arbitration & Mediation Proceedings**

Where Parties have agreed to arbitrate or mediate a dispute at the IAC, arbitration and mediation case proceedings commence when a Claimant files a Request for Arbitration Form or Request for Mediation Form and supporting documents at the Registry. Parties are encouraged to file documents at the Registry via the IAC's eJustice system for maximum efficiency but Parties may also file documents via email or in person.

Under the IAC Arbitration and Mediation Rules 2022 ("the IAC Rules"), for arbitration, Claimants are required to officially serve a Request for Arbitration Form and supporting documents on the Respondent. Upon being served, the Respondent is given 28 days to provide an Answer. Failure by a Respondent to file an Answer will not prevent the arbitration from proceeding. Parties may seek the approval of the IAC Chairman for arbitrator appointments and emergency arbitrator appointments for emergency interim relief. Parties may apply for expedited arbitration proceedings when the amount in dispute does not exceed USD 5 million, if the Parties so agree, or in cases of exceptional urgency. Interim relief and early determination may be given.

For mediation, if a Request for Mediation Form is not made by all Parties, the requesting party shall send a copy of the Request for Mediation Form to the other Party or Parties. If there is no prior agreement by the Parties to mediate, then a Party who recieves a copy of the Request for Mediation Form shall advise the Registrar that they consent to the mediation. There will be no mediation if a Party does not consent to mediation or does not respond. Parties may seek the approval of the Registrar for mediator appointments.

Arbitration and mediation cases are considered by the appointed arbitrator(s) ("the arbitral tribunal") or mediator in such manner as they see fit and typically via video or in person with meetings and hearings. Parties in mediation may, unless they have agreed otherwise, initiate or continue any arbitration or court proceedings in respect of the dispute which is the subject of the mediation. Final arbitration awards and mediation settlements are made expeditiously without unnecessary delay or expense. Arbitration awards are made within six months of the appointment of the arbitral tribunal if the arbitration is considered under the expedited procedure. Parties may in limited circumstances apply to the AIFC Court for supervision of IAC arbitration proceedings, and for recognition and enforcement, and set aside, of IAC interim and final arbitration awards. The Parties are jointly and severally liable for the costs of IAC arbitration and mediation proceedings.

Parties may apply the IAC Rules or ad hoc rules for arbitration and mediation cases, or the UNCITRAL Arbitration Rules for arbitration cases.

# **IAC Facilities & International Premises**

The Arbitration hearing room in Astana, Kazakhstan, provides multi-channel video conferencing and audio facilities, and retractable bench monitors for parties. There is e-evidence and scanning and broadcasting facilities. Proceedings can be viewed on large monitors in the Arbitration hearing room and meeting rooms. Professional simultaneous translation into any language is provided as required.

The IAC also has world class physical premises and digital technology in Almaty in Kazakhstan, and in the following nine countries where business relationships exist in Kazakhstan and related case disputes arise. The IAC has arrangements to enforce its arbitration awards in these countries, and globally in accordance with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention") 1958.





Tajikistan (Dushanbe)

C\*



Turkey (Istanbul)

Turkmenistan (Ashgabat) Uzbekistan (Tashkent)

# **Support Services at IAC Chambers**

IAC Chambers at the IAC and the AIFC Court is the premier venue for one-stop shop international standard dispute resolution professional support services in Eurasia.

Located at the IAC's building in Astana, Kazakhstan, just 15 minutes' drive from the International Airport, IAC Chambers provides an integrated dispute resolution complex with best-in-class facilities and a full suite of digital hearing solutions and support services. It has the capacity to support complex multi-party, multi-jurisdiction hearings via physical, hybrid or virtual settings 24/7 across the world, and it maintains neutrality and confidentiality of all proceedings.

It is a member of the world's prestigious global alliance, the IAC Alliance (IACA) founded in 2020. Other members include similar facilities in London (IDRC), Singapore (Maxwell Chambers), Toronto (Arbitration Place), and Abu Dhabi (ADGM).

#### FACILITIES & SECRETARIAT SERVICES

- Secured access to multifunctional meeting rooms, hearing rooms, a lecture theatre and business lounge;
- Virtual and hybrid hearing rooms;
- Support services including secure virtual private rooms;
- Online case management via e-Justice and legal research services;
- Translation, transcription and notary services;
- High-speed tele-video conferencing;
- Printing and secure document storage;
- Fundholding facility;
- Efficient online booking system;
- Dedicated personal manager and call management; and
- Comfortable working environment.

#### ADDITIONAL SUPPORT SERVICES

- Visa support services;
- Airport meeting services and VIP Lounge;
- Discounted rates for 5\* hotels;
- Car transportation services including private hire and secure parking;
- Photo and video services;
- Event management and in-room catering services; and
- Explore Kazakhstan travel recommendation services.



# **The Training Centre**

The Training Centre at the AIFC Court and IAC provides international dispute resolution training in cooperation with world renowned trainers and institutions. It trains lawyers and other dispute resolution professionals, and anyone interested in the rule of law, on the necessary international standard competencies and skills required for a legal community to succeed in a modern international investment hub.

The training is broad and includes online and inperson advocacy skills, arbitrator and mediator skills, the interplay between law and business, dispute resolution and forensic accounting, interpreting international commercial contracts, common law judgment writing, and expert witness skills.

The development of young lawyers is supported by internship programmes and various student competitions, including the Annual AIFC Court Moot, the Annual IAC Central Asia Vis Pre-Moot, and the Annual AIFC Court and IAC High Schools' Mediation Competition.





## **Internships and Clerkships**

The IAC provides high-quality supervised practical internships and clerkships. The Internship Programme provides a unique opportunity for practising and aspiring lawyers to gain perspective on international standard case management. Interns gain practical hands on experience in international dispute resolution. Internships are conducted both offline and online on a flexible basis. Upon successful completion of the internship programme, interns have an opportunity to apply to complete a one month further internship with an international law firm, LK Law LLP ("LK"), with branches in London, UK, and Adelaide, Australia. This Internship Programme is held in June each year. The IAC also provides clerkships and other volunteering opportunities.



# Recommendations

"The AIFC Court and IAC were the 'deal breaker' in our final decision to invest in Kazakhstan."

Global Corporation (USA)

"This is truly an international centre not only because there are disputes which are international but also because Parties come from all over the world."

Professor George Bermann, Columbia University (USA)

"It is very important for disputes to be resolved regionally with minimal interruption to business at an excellent organisational level which the AIFC Court and IAC provide."

Sergey Alekhin, Counsel, Willkie Farr & Gallagher LLP (France)

"It has a very good system of adjudication with great staff and facilities in a way that is very attractive to investors in the region ... It is a very good alternative to London and Paris."

Matthew Kirtland, Co-Managing Partner, Norton Rose Fulbright (USA)

"The AIFC Court and IAC with their reputable and experienced judges and professionals are a fundamental step to raise Kazakhstan's voice for justice and fairness, sustainable development, and integrity."

Sofiya Zhylkaidarova, Managing Partner, Signum Law Firm (Kazakhstan)

"... first class, cutting edge facilities, with a robust legal framework, supported by judges, dispute resolution professionals, and a management team that delivers a service on which users can rely, specific to their needs."

Chloe Carswell, Partner, Reed Smith LLP (UK)





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