



NEW YORK STATE BAR ASSOCIATION  
**DISPUTE RESOLUTION SECTION**  
**INTERNATIONAL SECTION**

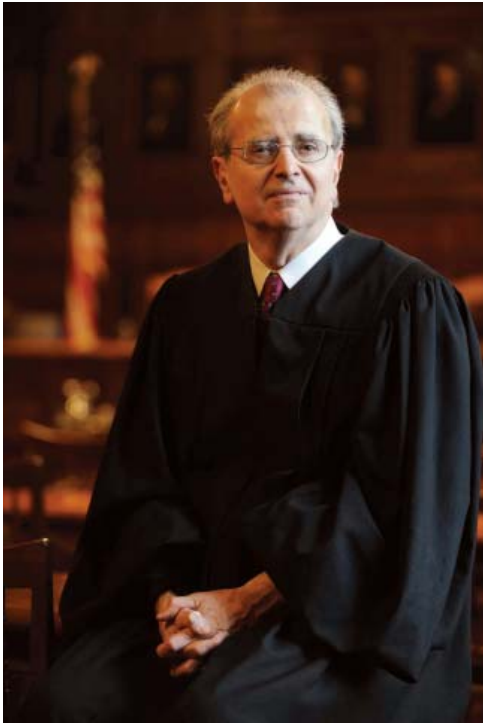


## Choose New York for International Arbitration

### WHY CHOOSE NEW YORK:

- Clear Legal Framework For International Arbitration
- Neutral Courts, Experienced In International Commercial Disputes
- Leading Arbitrators, Lawyers, And Arbitral Institutions
- The Infrastructure For Any Type Of Case





As Chief Judge of the State of New York, I am delighted to preface this brochure on International Arbitration, which definitively answers the central question posed: WHY CHOOSE NEW YORK? To my mind, the myriad reasons for choosing New York are superbly articulated in the pages that follow.

As the State's chief judicial officer as well as chief executive officer of the court system, I would wish only to add a word of assurance regarding the receptivity of the courts of our state to International Arbitration and to note our willingness to facilitate your important work, as we labor together in the universal interest of dispute resolution and justice. An additional pleasure for me is that my predecessor Chief Judge for many years, Judith Kaye, now herself functions in the international arbitration field, permitting us to continue our collaboration in effecting appropriate systemic reform.

**Jonathan Lippman**, *Chief Judge of the State of New York*



We welcome you to New York, financial capital of the world, and a vibrant center for international arbitration. Our talented pool of attorneys, arbitrators and other providers of international arbitration services, coupled with our unparalleled facilities and opportunities for culture and entertainment, offer an arbitration venue that cannot be matched anywhere else in the world.

**Michael R. Bloomberg**, *Mayor New York City*





# Introduction

New York is one of the most frequently selected venues for international arbitration in the world and the most popular city for arbitration in the United States. It is a major global commercial and cultural center, home to a vast pool of professionals with unparalleled expertise in the provision of dispute resolution services and in the business practices and commercial aspects of many businesses, has a well-developed and predictable commercial law, neutral courts with extensive experience in complex commercial disputes, a legal framework that embodies a strong policy in favor of international arbitration, and the infrastructure necessary to host any type of case. New York's robust arbitration culture is strengthened by the presence of leading arbitral institutions, excellent professional (legal) organizations with a focus on the field, and major universities with preeminent experts in international arbitration.

Arbitration is the dispute resolution mechanism of choice for many international disputes because it enables the parties to select decision makers with both subject expertise and knowledge of the law and culture of many nations, assures a neutral forum and results in a decision that is generally much easier to enforce in an international setting than a court judgment. The choice of venue for the arbitration is important because the law of the venue determines many procedural matters, and courts located in the venue may be called upon to deal with a variety of issues ranging from interim relief to recognition and enforcement of the award.

This brochure explains the benefits of choosing New York as the venue for an international arbitration.

# New York Has a Long Established and Accessible Framework Supporting International Arbitration

## United States Policy in Favor of International Arbitration.

The long established policy in the United States in favor of arbitration underlies the manner in which courts approach arbitration agreements and disputes about arbitrability:

- > Under federal law, any doubts about whether an arbitration clause covers the issue in dispute are decided presumptively in favor of arbitration.
- > Once a New York court has determined either that the parties agreed to give the arbitrators the authority to determine their own jurisdiction or that the parties have agreed to arbitrate a dispute and that the subject matter of a dispute is arbitrable, the court must refer those parties to arbitration.
- > If a New York court decides to apply New York contract law to determine the formation and validity of an international agreement to arbitrate, New York courts are required to give deference to the strong federal policy in favor of arbitration when applying that law.
- > New York courts consistently enforce awards and, in so doing, they narrowly construe the grounds for non-recognition of arbitral awards under both domestic law and as set forth in the New York Convention.

“[F]ederal policy strongly favors arbitration as an alternative dispute resolution process. While it is still the rule that parties may not be compelled to submit a commercial dispute to arbitration unless they have contracted to do so, federal arbitration policy requires that ‘any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration.’

“The policy in favor of arbitration is even stronger in the context of international business transactions. Enforcement of international arbitration agreements promotes the smooth flow of international transactions by removing the threats and uncertainty of time-consuming and expensive litigation. The parties may agree in advance as to how their disputes will be expeditiously and inexpensively resolved should their business relationship sour. Stability in international trading was the engine behind the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. This treaty — to which the United States is a signatory — makes it clear that the liberal federal arbitration policy applies with special force in the field of international commerce.”

*David L. Threlkeld & Co., Inc. v. Metallgesellschaft Ltd. (London)*, 923 F.2d 245, 248 (2d. Cir. 1991).





## **The New York Convention.**

The United States is a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, a multilateral convention among 144 countries, which requires all member state courts to recognize arbitration agreements and to enforce the awards made in other member states.

## **The Panama Convention.**

The United States is also party to the 1975 Inter-American Convention on International Commercial Arbitration, a regional treaty that largely replicates the New York Convention and has effect in 19 countries within the Americas and the Caribbean.

## **The Federal Arbitration Act.**

The Federal Arbitration Act governs all arbitrations that involve interstate or cross border commerce and embodies a strong policy in favor of the resolution of disputes by arbitration.

## **English Language.**

English has become the international language of commerce, and the vast majority of international arbitrations are now conducted in English.





# New York Courts are Neutral, Experienced and Deferential to Arbitration and the Parties' Agreed Process

New York courts are neutral and respect the parties' decision to use arbitration to resolve their commercial disputes. The courts protect the arbitration process when called upon by one of the parties to an arbitration agreement to ensure that the other party does not undermine it by, for example, commencing litigation notwithstanding its agreement to arbitrate. At the same time, courts do not impose their own views of appropriate arbitration procedures, but respect the freedom of the parties to choose the procedures for their case and the authority of arbitrators to control the process. The New York courts, both state and federal, employ a single judge assignment system for commercial cases which serves to expedite any court process invoked by the parties.

## **Parties' Freedom To Choose the Procedures for their Arbitration:**

The purpose of the Federal Arbitration Act is to ensure that "the arbitration procedure, when selected by the parties to a contract, be speedy and not subject to delay and obstruction in the courts."

*Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395 404 (1967).

A party that agrees to arbitrate "trades the procedures and opportunity for review of the courtroom for the simplicity, informality, and expedition of arbitration."

*Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., et al.*, 473 US 614, 628 (1985)



# New York Courts Recognize the Authority of the Arbitrators

## **Arbitral Jurisdiction and Kompetenz-Kompetenz.**

The law that applies to international arbitrations venued in New York affirms that arbitrators have authority to determine questions concerning their own jurisdiction whenever an arbitration clause manifests the parties' clear and unmistakable intention to confer such authority upon them. Importantly, New York courts have found such clear and unmistakable intention where the parties to an arbitration agreement have agreed to give the arbitrator the power to determine their own jurisdiction. The institutional rules of the ICC or the ICDR, JAMS and the CPR all provide that authority.

## **Deference to Arbitrators.**

Under the law applicable to arbitrations held in New York, most defenses to arbitrability, such as whether the underlying contract is not enforceable on grounds of fraud or unconscionability, have been deemed issues for the arbitrators, rather than courts, to decide.

## **The Separability Doctrine.**

New York courts recognize the doctrine of separability, providing that arbitration clauses are separate from the contracts in which they are embedded so that arbitrators retain their jurisdiction notwithstanding certain challenges to the validity of a contract containing an arbitration clause.

## **Emphasis on the Authority of the Arbitrators to Control the Process.**

New York courts have stressed that arbitrators have authority to control the arbitration process without court interference.





# New York Courts Enforce Agreements To Arbitrate

New York courts will enforce an agreement to arbitrate when called upon to do so by a party to an arbitration agreement:

## **Compelling Arbitration.**

New York courts have the authority to compel a party to arbitrate if it refuses to live up to its obligation to do so.

## **Staying Litigation Brought in Breach of an Arbitration Agreement.**

New York courts are obligated to stay or dismiss litigation brought in breach of an arbitration clause calling for arbitration in New York once it has determined that the parties have agreed to arbitrate that dispute and that its subject matter is arbitrable.

## **Issuing Anti-Suit Injunctions.**

New York courts have the authority to issue anti-suit injunctions enjoining parties from pursuing litigation commenced outside of the United States in breach of an arbitration clause calling for arbitration in New York.

# New York Courts Assist With the Arbitration Process When Called Upon

## **Appointment of Arbitrators.**

New York courts may be called upon to assist in the appointment of arbitrators if the arbitration agreement does not provide for a method of appointment of an arbitrator, if the agreed method fails or for any reason is not followed, or if an arbitrator fails to act and his or her successor has not been appointed.

## **Preliminary Injunctions in Aid of Arbitration.**

New York courts have the authority to grant preliminary injunctions in aid of arbitration not only before the arbitration panel is constituted, but also after the arbitration is commenced.

## **Attachments in Aid of Arbitration.**

New York courts also have the authority to issue an attachment in aid of pending or prospective arbitrations if an “award to which the applicant may be entitled may be rendered ineffectual” without the attachment.

## **Enforcement of Subpoenas Issued By Arbitrators.**

In arbitrations venued in New York, the arbitral tribunal and counsel are authorized to issue subpoenas to persons or businesses in New York or its environs to provide documentary or testimonial evidence. In the event a person or entity within its jurisdiction refuses to comply with a subpoena, a New York court will carefully review the subpoena for relevance and burden and may exercise its power to compel such person to appear or to impose sanctions for contempt of court.

# The Finality and Enforceability of Arbitration Awards Rendered in New York

New York courts follow a pro-enforcement policy regarding the enforcement of arbitration awards and construe the limited grounds for vacatur narrowly.

Consistent with international practice, international arbitration awards rendered in New York are very rarely vacated. The statutory grounds for vacatur of an award rendered in New York are limited and narrowly construed. Those grounds are (1) the award was procured by corruption, fraud, or undue means; (2) there was evident partiality or corruption by the arbitrators; (3) the arbitrators were guilty of misconduct in refusing to hear evidence pertinent and material to the controversy or of any other misbehavior by which the rights of any party have been prejudiced; or (4) the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made. While the law is unsettled as to the continued viability or effect of a judicially-created ground for vacatur, “manifest disregard of the law,” its application is exceedingly rare, and few, if any, New York Convention awards have ever been vacated on this ground.

New York courts narrowly construe the grounds for non-recognition of arbitral awards set forth in the New York Convention, and generally enforce New York Convention awards.

## Frequently Asked Questions

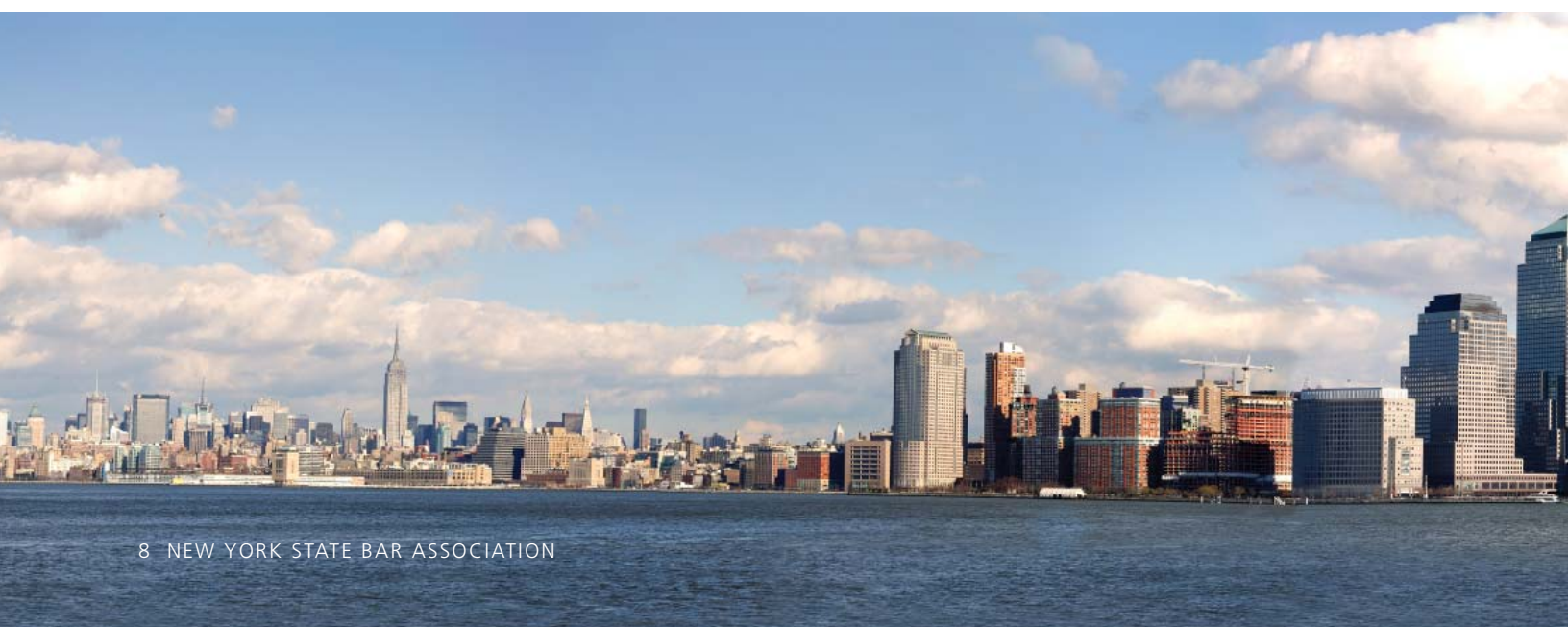
### **Nationalities and Professional Qualifications of those Who Serve as Arbitrators or Counsel in New York**

#### *Question*

Are there any restrictions as to the nationality or professional qualifications of those who can serve as an arbitrator in New York?

#### *Answer*

In New York, there are no restrictions on the nationality or qualifications of those who can serve as arbitrators or counsel in international arbitrations. In cases where parties seek an arbitrator or counsel who is (or is not) of a particular nationality, it is worth noting that New York is home to experienced international arbitrators and counsel of many different national backgrounds.





## Neutrality of New York Courts

### Question

Are New York courts neutral in resolving litigation arising out of international arbitration agreements or proceedings?

### Answer

Yes. New York, widely regarded as a neutral forum with an independent and experienced court, is one of the most popular venues for arbitration. New York courts are neutral, they do not favor a U.S. party over a non-U.S. party when resolving actions to set aside an arbitral award or other issues arising out of arbitrations venued in New York. New York courts have denied challenges made by U.S. parties to awards made in favor of foreign parties, and confirmed awards against U.S. parties. Examples of decisions by New York courts involving non-U.S. parties include:

- > *Gabriel Capital L.P. v. Caib Investmentbank Aktiengesellschaft*, 28 A.D. 3d 376 (1st Dep't 2006) (finding that arbitration agreement was enforceable by Austrian entity against New York entity).
- > *R.J. Wilson & Assocs., Ltd. v. Underwriters at Lloyd's London*, 2009 WL 3055292 (E.D.N.Y. Sep. 21, 2009) (granting U.K. defendant's motion to compel arbitration against a U.S. corporation).
- > *J.K. Intern., Pty., Ltd., v. Agriko S.A.S.*, 2007 WL 485435 (S.D.N.Y. Feb. 13, 2007) (vacating an order of maritime attachment against foreign party and staying the action in favor of arbitration in London, England).
- > *Sojitz Corp. v. Prithvi Info. Solutions Ltd.*, 891 N.Y.S.2d 622 (Sup. Ct. N.Y. Co. 2009) (granting order of attachment in favor of Japan-based company).
- > *China Nat'l Chartering Corp. v. Pactrans Air & Sea, Inc.*, 2009 WL 3805596 (S.D.N.Y. Nov. 13, 2009) (enforcing arbitral award in favor of Chinese entity).
- > *Telenor Mobile Commc'ns AS v. Storm LLC*, 524 F. Supp. 2d 332 (S.D.N.Y. 2007) (enforcing arbitration award in favor of Norwegian company).
- > *Steelex S.A. v. Dasil Corp.*, 2007 WL 4373262 (E.D.N.Y. Dec. 10, 2007) (confirming arbitral award in favor of Swiss corporation against U.S. corporation).





## New York Law

### Question

Is New York commercial law predictable and sufficiently developed to regulate international business transactions in a fair manner?

### Answer

Yes. New York has a well-developed body of commercial law. This is one reason why parties to international business transactions often choose New York law to govern their deal, even if the transaction has no connection with New York. Because of New York City's position as a major international financial center, New York courts routinely decide disputes arising out of complex international commercial transactions and often review and apply foreign law. One of the policies underlying the promulgation and interpretation of New York commercial laws is to ensure predictability in business transactions. Courts in other jurisdictions in the United States look to New York precedent for assistance in deciding cases involving commercial transactions. As New York is a common law jurisdiction, courts make binding decisions in areas in which there is no governing statute, enabling the law to develop quickly in response to changing commercial imperatives. The decisions of the higher courts are binding on lower courts, enhancing the predictability of the legal system.



## Neutrality of Party-Appointed Arbitrators

### Question

In an arbitration sited in New York, will the party-appointed arbitrators in a three-member tribunal be neutral?

### Answer

Yes. The Code of Ethics for Arbitrators in Commercial Disputes promulgated jointly by the American Bar Association and the American Arbitration Association requires that all arbitrators, including party appointed arbitrators, must be neutral, unless all the parties agree otherwise in writing. New York offers a wealth of choices for the selection of arbitrators. New York is well known for its international arbitration practitioners and scholars and affords access to rosters of highly experienced international arbitrators of many nationalities drawn from the ranks of the legal profession as well as other disciplines.



## Qualified, Experienced Legal Professionals

### Question

If I choose to arbitrate in New York, will I be able to retain suitable counsel?

### Answer

Yes. Among the benefits of designating New York City as the location to conduct international arbitrations is access to the most highly qualified lawyers, experienced in international arbitration, as well as in the substantive law and business aspects relating to many areas of commerce. Many of them are bilingual or multilingual and have experience with multiple legal systems. Many leading international law firms are headquartered or have offices in New York City and have the capacity to perform services in multiple jurisdictions as the dispute may require. New York also has a wealth of expert mediators should the matter require such services.

## Grounds for Challenging an Award

### Question

Is it possible to expand by contract the grounds upon which New York courts will review international arbitration awards?

### Answer

The standards for challenging international arbitration awards rendered in the United States, which are set forth in the Federal Arbitration Act, are narrow and generally track the grounds for non-recognition of arbitral awards set forth in the New York Convention. The United States Supreme Court has held that those statutory standards for the set aside of arbitral awards are exclusive.





## Limited Pre-Hearing Disclosure

### Question

If I choose New York as the place for an international arbitration, does the applicable law require that the procedure include U.S. discovery devices, such as depositions and burdensome e-discovery?

### Answer

No. New York is home to a great many practitioners and arbitrators who are experienced in international arbitration, and who would not seek or allow broad U.S.-style discovery in an international arbitration proceeding, but would be likely to follow the procedures more typically used in international arbitrations throughout the world, such as those set forth in the IBA Rules on the Taking of Evidence in International Arbitration.

On November 6, 2010, the New York State Bar Association (NYSBA) adopted *Guidelines for the Arbitrator's Conduct of the Pre-Hearing Phase of International Arbitrations*. In these Guidelines, the NYSBA makes clear as a matter of policy that “unless the parties agree otherwise, international arbitration in New York is conducted in accordance with internationally accepted practices,” both with respect to pre-hearing exchange of evidence and otherwise.

## Absence of Punitive Damages

### Question

If a party chooses New York as the place of arbitration, will the arbitrators have the power to award punitive damages?

### Answer

While arbitrators in the United States do, in principle, have the authority to award punitive damages, such awards are extremely rare in domestic cases and even rarer in international cases. Parties may deprive arbitrators of such authority in their contract or by adopting rules, such as the ICDR Rules or the JAMS International Arbitration Rules, that prohibit arbitrators from awarding punitive damages.



## Unlikelihood of Class Actions

### Question

If I choose New York as the place of arbitration, do I have to be concerned that my arbitration proceeding which involves two parties to a contract will be transformed into a class arbitration.

### Answer

No. The United States Supreme Court's decision in *Stolt-Nielsen S.A. et al. v. Animal Feeds International Corp.*, 130 S.Ct. 1758 (2010) makes it clear that a party to a bilateral contract seeking to bring a case on behalf of a class has to demonstrate an agreement between the parties to allow class actions. This is because, as the Supreme Court held, "[a]n implicit agreement to authorize class arbitration . . . is not a term that the arbitrator may infer solely from the fact of the parties' agreement to arbitrate."

## Costs and Attorneys' Fees

### Question

In New York, is each party responsible for its own attorneys' fees and costs for the arbitration notwithstanding the outcome?

### Answer

Arbitrators have the authority to award the prevailing party its attorneys' fees and costs if the arbitration clause or the applicable rules provide arbitrators with the authority to do so. Conversely, if the parties agree that attorneys' fees and costs shall not be awarded against the losing party, such agreements are generally respected.

## Drafting Arbitration Clauses for Arbitrations Venued in New York

The standard arbitration clauses recommended by the leading arbitral institutions are generally appropriate for cases venued in New York. Drafters of arbitration clauses designating New York as the place of arbitration may wish to take into account the following considerations:

- > **Authority to decide on arbitral jurisdiction.** As noted, an arbitral tribunal has authority to determine its own jurisdiction where there is "clear and unmistakable" evidence that the parties intended to grant such authority to the tribunal. Most international arbitration rules empower the arbitrators to decide these questions. The drafters may also include language along the following lines in their arbitration clause:

"The arbitral tribunal shall have the power to rule upon any challenge to its jurisdiction."

- > **Allocation of costs and fees.** New York respects the parties' freedom of contract with respect to the allocation of costs and fees in arbitration. Parties are free to include in their arbitration clause a provision that the prevailing party shall recover from the other side the prevailing party's reasonable costs and attorneys' fees incurred in connection with the arbitration. The so-called "American rule" is that each party bears its own costs and attorneys' fees regardless of the outcome of the arbitration. However, the American rule does not necessarily apply to international arbitration proceedings in New York, and some arbitration rules empower the arbitrators to allocate costs and fees. If drafters of arbitration clauses with New York as the seat of the arbitration want to make clear that the arbitrators have the authority to allocate fees and expenses, they may so provide in their arbitration clause, by including the following language:

"The arbitrators are authorized to include in their award an allocation to any party of such costs and expenses, including attorneys' fees, as the arbitrators shall deem reasonable."

- > **Punitive damages.** While the award of punitive damages in arbitrations is rare, any possibility of punitive damages may be eliminated by choosing arbitration rules that prohibit the award of punitive damages (such as the ICDR's or JAMS's International Arbitration Rules), or by adding the following language to the arbitration clause:

"The arbitrators are not empowered to award punitive or exemplary damages, and each party hereby waives any right to seek or recover punitive or exemplary damages with respect to any dispute resolved by arbitration."

- > **Exchange of Evidence.** International arbitrators sitting in New York, as in other international venues, need not, and generally do not, permit broad discovery. If the parties wish to explicitly limit disclosure, they can provide for this in their arbitration clause. Drafters seeking to limit the scope of disclosure to the exchange of documents between the parties, for example, could use the following language:

"The parties agree that pre-hearing disclosure shall be limited to documents that each side will present in support of its case, and non-privileged documents essential to a matter of import in the proceeding for which a party has demonstrated a substantial need."

- > **Confidentiality.** Arbitration proceedings are private, but if parties choosing New York as the seat of their arbitration wish to provide for confidentiality, they should include a clause providing for confidentiality, of which the following is an example:

"The parties and arbitrators shall keep confidential all awards in the arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party or arbitrator by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority."

- > **Provisional measures.** If drafters want to signal to a court that a court order in support of provisional measures would not be inconsistent with the arbitration agreement, the following language can be added to an arbitration clause:

"Nothing in this Agreement shall prevent either party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate."





# Practical Issues

## Finding Mediators and Arbitrators

Highly qualified arbitrators and mediators can be found by contacting various provider organizations. Below is a representative list of provider organizations. All of these organizations have international panels of arbitrators and mediators, as well as panels dedicated to specific subject areas.

1. International Centre for Dispute Resolution (“ICDR”), the international arm of the American Arbitration Association ([www.icdr.org](http://www.icdr.org)). The ICDR’s headquarters are in New York:  
1633 Broadway, 10th Floor  
New York, NY 10019  
USA  
Tel: +1 212-716-5800
2. JAMS ([www.jamsadr.com](http://www.jamsadr.com)).  
The contact information for its New York office is:  
620 Eighth Avenue, 34th Floor  
New York, NY 10018  
USA  
Tel: +1 212-751-2700
3. United States Counsel for International Business (USCIB), the United States arm of the ICC ([www.uscib.org](http://www.uscib.org)). It has an office in New York:  
1212 Avenue of the Americas  
New York, NY 10036  
USA  
Tel: +1 212-354-4480
4. International Institute for Conflict Prevention and Resolution ([www.cpradr.org](http://www.cpradr.org)).  
The CPR is headquartered in New York:  
575 Lexington Avenue, 21st Floor  
New York, NY 10022  
USA  
Tel: +1 212-949-6490

Furthermore, various local bar associations may be contacted. They have alternative dispute resolution sections/committees and may be a good source of recommendations for neutrals, facilities, law firms and other service providers. They have as members leading international arbitration practitioners in New York; they hold regular meetings, sometimes with guest speakers; and they seek to facilitate the exchange of information and views on various topics of international arbitration. These bar associations include:

1. New York State Bar Association (Dispute Resolution Section and International Section).  
Further information can be obtained at the website ([www.nysba.org](http://www.nysba.org)).  
For the Dispute Resolution Section, to contact the leadership and/or join the section: [www.nysba.org/drs](http://www.nysba.org/drs)  
For the International Section, to contact the leadership and/or join the section: [www.nysba.org/ilp](http://www.nysba.org/ilp)
2. New York City Bar Association (NYCBA) (Alternative Dispute Resolution Committee, Arbitration Committee and International Commercial Disputes Committee). Further information can be obtained at the website ([www.abcny.org](http://www.abcny.org)).
3. New York County Lawyers Association (NYCLA) (Arbitration Committee and ADR Committee).  
Further information can be obtained at the website ([www.nycba.org](http://www.nycba.org))
4. The International Arbitration Club of New York. Further information can be found on the website ([www.arbitrationclub.com](http://www.arbitrationclub.com)).

## Finding Law Firms Specializing in the Field

Many leading international law firms have offices or are headquartered in New York City. Among the benefits of designating New York City as the location to conduct international arbitrations is access to highly qualified lawyers, experienced in international arbitration, many of whom are bilingual or multilingual. Information can easily be located in legal directories or on the internet.

## Support Services

Other services to support international arbitration needs, such as translators, interpreters and court reporters are also readily available. A search of the membership directories of the New York Circle of Translators, Inc. at [www.NYCtranslators.org](http://www.NYCtranslators.org), under "Find Translator/Interpreter" or New York City Online Directory & Guide at [www.citidex.com](http://www.citidex.com) under "Category Indexes" letter "T" and then "Translation Services & Interpreters" will provide information on translators and interpreters by language skills and by numerous sub-categories relating to industry specialties and type of law. Court reporting services provide such services as video streaming over the internet, real time depositions, electronic transcripts, video conferencing, videography, meeting and conference rooms.

## Hearing Rooms

The provider organizations, AAA/ICDR, CPR and JAMS all have hearing rooms available for rental for the day. The local bar associations, NYCBA and NYCLA, also have conference facilities that are available for rental on a daily or even hourly basis. Other possibilities are the local offices of one of the arbitrators, hotels, or commercial providers of conference facilities.

## Travel to New York

### Major Airports

Three major international airports serve New York:

- > John F. Kennedy International Airport (about 15 miles from midtown Manhattan)
- > LaGuardia Airport (about 8 miles from midtown Manhattan)
- > Newark Liberty International (about 16 miles from midtown Manhattan)

Information about all three airports is available at [www.panynj.gov/airports](http://www.panynj.gov/airports). For information about U.S. visas, see <http://travel.state.gov>.

## Lodging and Activities

Most New York law firms have arrangements with one or more first class hotels where clients of the firms can enjoy excellent accommodations at significantly reduced rates.

New York is the cultural and culinary capital of the world. Excellent restaurants abound and offer diverse cuisine from around the world at a wide range of prices. New York theaters (on and off Broadway) are world famous, and New York's excellent museums and many other focal points provide an almost endless array of activities for those with time to enjoy them.

**This pamphlet, based on New York law, is intended to inform, not advise. No one should try to interpret or apply any law without an attorney's help. Produced by the New York State Bar Association in cooperation with the Dispute Resolution Section.**







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