CURRICULUM VITAE
OF

MAURO RUBINO-SAMMARTANO, born in Milan, Italy, on January 16, 1937; admitted in Milan (1961); Court of Cassation (1975); Paris (1986); Education at Catholic University of Milan (J.D., 1958). Visiting Professor, Commercial Arbitration Law, University of Milan, 1997-1998, 2003-2004 and 2005-2006, Arbitration Law, University of Padua 1987-1988, 1988-1989; Lecturer, International Arbitration, University of Padua, 1987-1989; Honorary Member of the Sofia and Istanbul Bars. Associate tenant of Littleton Chambers, London, as an International Arbitrator

OFFICES HELD:

- President, European Court of Arbitration
- Président d'Honneur, Union Internationale des Avocats (UIA)
- Chartered Arbitrator (U.K.)
- Président d'Honneur, Association Internationale des Juristes de langue italienne
- Honorary President of the European Society for Construction Law
- Founder of the Italian Society for Construction Law
- Co-Editor of Foro Padano
- Chairman Emeritus, IBA's International Construction Projects
- Secretary-General Emeritus of the Federation of European Bars

PREVIOUS OFFICES:

- Recorder of Desio, 1964-1969
- Deputy Judge (Court of Monza)
- President of the European Society for Construction Law
- Past President, International Committee of the Milan Bar
- Vice Secretary of the Consular Corps of Milan
- Honorary Consul in Milan of the Islamic Republic of Pakistan
- Honorary Investment Counsellor of Pakistan for Italy
- Chairman of SBL's International Sales and Related Commercial Transaction
- SBL Council Member
- IBA Deputy Secretary General for Southern Europe (appointment not served, due to a simultaneous nomination as President of *Union Internationale des Avocats*, an office which has been held)
- Chairman, The Mediterranean and Middle East Institute of Arbitration

3, Viale Cassiodoro – 20145 Milan, Italy
Tel. +39.02 4819 041 Fax +39-02 4800 8277
Email mauro.rubino.brsa@lawfed.com

TEXTBOOKS

"*Arbitrage International. Droit et Pratique*", Bruylant, 4rd Ed. 2019, "*International Arbitration: Law and Practice*", Juris, 3rd Ed. 2014; "*International Arbitration: Law and Practice*", Kluwer, 2nd Ed. 2001; "*Il Diritto dell'Arbitrato*", (Arbitration Law), Cedam, 6th Ed. 2011; "*Investment Arbitration – Substantive and Procedural Issues in Investments*", Yearbook on International Arbitration, Vol. II, 2012, Roth/Geistlinger (gen. ds.), NWV Vienna; *"Arbitrato, Conciliazione e ADR*" (Arbitration, Mediation and ADR), Zanichelli, Ed. 2009 "*Appalti d'Opere e Contratti di Servizi*" (Construction Contracts and Contracts for Services), Cedam, 3rd Ed. 2006; "*Warranties in Cross Border Acquisitions*", (Gen. Ed.) Graham & Trottman, London, 1994; "*Garanzie nella compravendita di pacchetti azionari e di imprese*", Giuffré, 2006; "*The Section on Italy of "Practitioner's Handbook on International Arbitration*", (Weigand Ed.) Beck, 2002; "S*ubmitting and Presenting Evidence, The Arbitration Process*" (Gen. ed. Campbell), Kluwer, 2001; "*La soluzione delle controversie in materia di appalti*", (The Disputes Resolution in Construction Contracts), "*L'appalto privato*", (Ed. Costanza), Utet, 2000, 532; "*Public Policy in Transnational Relationships*" (Co-Gen. Ed.) Kluwer, 1991; "*Performance Bonds*" in "*International Business Transactions*", (Eds. Campbell and Proksch), Kluwer, 1988; "*Drafting and Enforcing Contracts in Civil and Common Law Jurisdiction*" (Gen. Eds. K. Yelpaala, M. Rubino-Sammartano and D. Campbell) Kluwer, 1986; The Part on Civil Procedure in Italy of "*World Litigation Law and Practice*", (Ed. Myrick) Matthew Bender, New York, 1985; "*Lack of Conformity and Various Reliefs in Sales of Moveable Goods to Italy*" in "*Survey of the International Sale of Goods*" (Eds. Campbell, Lafili and Gevurtz) Kluwer, 1985; "*Commercial Agency in Italy*" in "*Rights and Liabilities in Commercial Agency*", Kluwer 1984; Commentary in "*Defects, Delay, Prices and Subcontracting in Civil Law*", in "*Selected Problems of Construction Law: International Approach*", University Press, Fribourg, 1983; "*Bibliographical Dictionary of the Library of the Milan Bar*", Milan, Giuffré, 1970 and various other publications.

ARTICLES

Barclays Bank: Witness Statements in the Spotlight, *Lexology* 2020; *Carpatsky : How an issue Estoppel may affect a refusal of enforcement of a New York Convention award on the grounds of inability to present one's case*, *Lexology* 2020; *The Surrender of Europe*, *Lexology* 2020; *Is Arbitration just a Private Arrangement ?* , *Lexology* 2020; *Various degrees of compulsion of extraterritorial measures*, *Lexology* 2020; *Is chubb the end of the old tendency to consider that a London seat implied the choice of the law governing the arbitration agreement ?*, *Lexology* 2020; *Would Tortious claims not be Arbitrable ?*, *Lexology* 2020; *Why not go first to yes with ourselves ?*, *Lexology* 2020; *The Yukos Awards have come back to life*, *Lexology* 2020; *Victor Pey Casado 22 years is not much to much ?*, *Lexology* 2020; *The French Solution (As to the proper Law of Arbitration Agreements)*, *Lexology* 2020; *May the practice of witness statements be materially improved?*, *Lexology* 2020; *The Death of Shareholder Primacy?*, *Lexology* 2020; *Links amongst venue, Lex Fori and jurisdiction to set aside proceedings*, *Lexology* 2020; *May justice be secret?*, *Lexology* 2020; *A really necessary series of anti-suit injunctions even if not the peak !*, *Lexology* 2019; *Protocol announced as to the preparation of witnesses by a party or its counsel*, *Lexology* 2019; *The five golden principles (FIDIC's protection of genuinity)*, *Lexology* 2019;*Are there benefits in compelling an ene?*, *Lexology* 2019; *May the legal seat of arbitral proceedings just become a façade ? Is it just legal fiction ?*, *Lexology* 2019; *Consequences in civil law of lack of crystallization*, *Lexology* 2019; *A great tool in order to prepare for negotiations*, *Lexology* 2019; *Does no witness statement mean no oral testimony ?*, *Lexology* 2019; *Mediation by states and public entities*, *Lexology* 2019*, The Prague Rules : Too proactive?*, *Lexology* 2019; *Construction contracts held incompatible with standard conditions of contract*, *Lexology* 2019; *Does the Arbitration Agreement Really Bind just the Parties to it ?*, *Lexology* 2019; *The various degrees of onerousness of a performance*, *Lexology* 2019; *Even assuming that a tool is broken, should it be destroyed rather than fixed ? (the multilateral investment court)*, *Lexology* 2019; *No sanctions if the*

3, viale Cassiodoro – 20145 Milan, Italy
Tel. +39.02 4819 041 Fax +39-02 4800 8277
Email mauro.rubino@brsa.it

reasons are not sufficient ?, *Lexology* 2019; *Custom clearance refused to awards under online arbitration agreements*, *Lexology* 2019; *Who should win in case of conflict between an express arbitral agreement and incorporated Arbitration Rules ?*, *Lexology* 2019; *Will the powerful Brexit waves take London to Lugano ?*, *Lexology* 2019; *Guilty or not guilty of non-disclosure ?*, *Lexology* 2019; *Lamps plus keeps rejecting any widening of the ambit of arbitration agreements to class actions*, *Lexology* 2019; *Trifling defects take the floor*, *Lexology* 2019; *K v. A: A Broker : A Name … What's in a Name ?*, *Lexology* 2019; *Nationality v. Internationality of Arbitral Proceedings, Austrian Yearbook on International Arbitration*, 2019; *A Second (Quasi-Perfect) Storm Also in Arbitration*, *Journal of International Arbitration*, Vol. 34, n. 6, 2017; *Un dernier pas vers un libre accès au grand potentiel de l'arbitrage ?*, *Petites Affiches,* 7 février 2017, no 27; *Delle sorprese geologiche, Rivista Trimestrale degli Appalti,* 3/2016; *Dato che la Costituzione sta monopolizzando i dibattiti a livello nazionale, perché fermarsi a qualche preambolo ?*, *Il Ricostituente*, 12 dicembre 2016; *Preferirono morire combattendo tra di loro piuttosto che prosperare insieme*, *Il Ricostituente*, 14 novembre 2016; *Proprio nessuna formazione per poter esercitare cariche pubbliche?*, *Il Ricostituente*, 29 marzo 2016; *L'ultima trappola : una responsabilità processuale oggettiva ?, Il Foro padano*, 1/2016; *Domestic, Transnational, Foreign and International Mediations: Legal Issues, Arbitration,* Volume 81, Issue 4, November 2015; *The Arbitrator's Pledge launched by the European Court of Arbitration, ARIA,* 2015, Vol. 6, n. 4; *Oltrepassati i limiti della novellazione ? Necessità di innovazioni sistematiche e decisive quanto all'arretrato e al processo civile*, *Il Foro padano*, 4/2015; *Una decisione arbitrale totalmente inappellabile è veramente nell'interesse del cittadino?*, *Il Foro padano*, 4/2015; *Insediamenti di massa ostacolanti?*, *Il Ricostituente*, 6 settembre 2015; *Le due sponde dell'oceano. Si puo' essere indipendenti anche se parziali ?*, *Il Foro padano*, 2/2015; *Due uomini di Stato sullo sfondo del baratro*, *Il Ricostituente*, 7 gennaio 2014; *Può l'incompetenza del giudice dell'esecuzione essere declassata a semplice irregolarità formale ?*, *Il Foro padano*, 1/2013; *La libertà dell'arbitro*, *Il Foro padano*, 2/2013; *Trappole a tappeto e bersaglio mancato*, *Il Foro padano*, 3/2013; *Turning the Tanker: Anti-Suit and Anti-Arbitration Injunctions – Injunctions and Anti-Injunctions, Arbitration,* 79, Issue 1, 2013; *Optional Additions to Standard Arbitration Agreements Issued by the European Court of Arbitration*, *Journal of International Arbitration*, 30, no. 2, 2013; *A Continuous Search for New Horizons*, *The American Review of International Arbitration*, Vol. 23, No. 2, 2012; *La Culla (Vuota) del Diritto*, 2012 e *Foro pad.*, 2012, 4; *Une recherche perpétuelle de nouveaux horizons*, *Les Annonces de la Seine*, no. 11, 2012; *Costituzionalizzare I Governi Tecnici (per una vera Terza Repubblica)*, *Il Ricostituente*, 2012; *Del Formalismo Giuridico: Il Trionfo della Miopia*, *Foro pad.*, 2011, 2; *Una Continua Ricerca di Nuovi Orizzonti*, *Foro pad.*, 2011, 3; *The Three Mediations (Light and Shadow of the Italian Example)*, *Journal of International Arbitration*, 28(5), 2011; *Why a different arbitration may give better results*, *Romanian Arbitration Journal*, 2011, No. 2; *Costs Awards in arbitration*, *J. Intl. Arb.*, 2011, Vol. 28, 113; *Prejudging in international arbitration: danger or excuse?, Yearbook on International Arbitration*, 2010,Vol.1; *The Procedural Rule: from instrument to obstacle to justice*, *Foro pad.* 2010, 3; *Third Generation Arbitration*, *The American Review of International Arbitration*, Vol. 20, No. 4;*The Fall of a Taboo - Review of the Merits of an Award by an Appellate Arbitration Panel and a Proposal for an International Appellate Court*, *J. Int. Arb.* 2003, 20(4): 387-392; *Substantive and procedural issues (and perspectives) in investment disputes*, *International Arbitration: Law and Practice*, 2nd edition Kluwer, 2001; *Camera Arbitrale per i Lavori Pubblici* (The Arbitration Court for Government Contracts), *Foro pad.* 2001, II, 107; id, *Transazione Assistita ovvero: dalla Mistica del Conflitto al Trionfo della Ragione* (Support for conciliation: from love for conflict to the triumph of reason), *Foro pad.* 2001, II, 121; *Vittoria di tappa. Arbitrato irrituale come processo: un sogno impossibile?* (Provisional success of the joint mandate to settle classified as court proceedings: an impossible dream), *Foro pad.* 2001, I, 42; *Sede dell'arbitrato in Italia: veramente l'ultimo legame con il territorio nazionale?* (Venue for arbitration proceedings in Italy as the last link with the territory?), *Foro pad.* 2000, III, 312; *Contratto in violazione di norme inderogabili e compromettibilità della controversia* (Contracts in breach of

3, viale Cassiodoro – 20145 Milan, Italy
Tel. +39.02 4819 041 Fax +39-02 4800 8277
Email mauro.rubino@brsa.it

mandatory provisions and suitability of the dispute for arbitration), *Foro pad.* 2000, III, 355; id. *Invito-ordine alle parti a conciliare. Coraggio e precedenti oltremare* (Invitation-order to the parties to settle: courage and overseas court precedents), *Foro pad.* 1997, I, 411; id. *Termini perentori e diritti della difesa nel procedimento arbitrale* (Mandatory deadlines and due process in arbitration proceedings), *Foro pad.* 1996, I, 148.; id. *Developing Countries vis a vis International Arbitration, J. Intl. Arb.* 1996, Vol. 13, No. 1; *New International Arbitration Legislation in Italy*, *J. Intl. Arb.*, 1994, Vol. 11, No. 3; id. *The Channel Tunnel and the Tronc Commun Doctrine*, *J. Intl. Arb.*, 1993, Vol. 10, No. 3; *Amiable Compositeur (Joint Mandate to Settle) and Ex Bono et Aequo*, *J. Intl. Arb.*, 1992, Vol. 9, No. 1; id. *Ruolo della legge procedurale della sede della procedura arbitrale* (The Lex Fori rule in arbitration proceedings), *Foro pad.* 1992, I, 201; id. *Arbitrato semplificato e arbitrato su documenti* (Simplified arbitration and documents-only arbitration), *Foro pad.* 1990, II, 35; id. *Divieto all'arbitro di nominare un consulente tecnico-giuridico, o incapacità dell'arbitro* (Prohibition on Arbitrator appointing a legal expert or unsuitability of the Arbitrator), *Foro pad.* 1990, I, 280; id. *L'arbitrato internazionale in giurisprudenza: sede in Italia e regolamento arbitrale non italiano* (Court precedents on international arbitration: venue in Italy and non Italian Arbitration rules), *Foro pad.* 1990, I, 4; *Is Arbitration to Be Just a Luxury Clinic*?, *J. Intl. Arb.*, 1990, Vol. 7, No. 3; *An International Arbitral Court of Appeal as an Alternative to Long Attacks and Recognition Proceedings*, *J. Intl. Arb.* 1989, 181; id. *Arbitrato internazionale ed arbitrato estero. Analisi e distinzioni* (International and foreign arbitration: analysis and distinctions), *Foro pad.* 1988, II, 203; id. *Arbitrato irrituale. Mandato a transigere e non ad accertare* (Joint mandate to settle and not to establish whether a claim is grounded), *Foro pad.* 1988, I, 406; *International and Foreign Arbitration*, *J. Intl. Arb.* 1988, Vol. 5, No. 3; id. *La prova nell'arbitrato internazionale* (Evidence in International Arbitration), *Foro pad.* 1987, II, 85; *Third Generation Arbitration. Appeals to a New Panel Within Arbitration Proceedings*?, *J. Intl. Arb.* 1987, Vol. 4, No. 1; id, *I mezzi di impugnazione del lodo rituale non esecutivo e la giurisprudenza* (Challenges to awards, which are not yet enforceable, and court precedents), *Foro pad.* 1986, I, 304;, *Rules of Evidence in International Arbitration*, *J. Intl. Arb.*, 1986 Vol. 3, No. 2; id. Il Référé Arbitral (Pre-Arbitral Referee), *Foro pad.* 1982, II, 35; id. *The Keban Arbitration*, *The Arbitration Journal*, 1980, 241; *Arbitrato con più parti* (Multiparty Arbitration), *Foro pad.* 1980, II, 75; *Arbitrati italiani, stranieri e internazionali – distinzione e analisi* (Italian, foreign and international arbitration: distinction and analysis), *Foro pad.* 1979, II, 9; *Arbitrato con più parti* (Multiparty Arbitration), *Rass. Arb.* 1980, n. 3. *Performance Bonds and Injunctions in International Contracts*, (It) *Foro pad.* 1979, I, 245.
Le Tronc Commun des Lois Nationales en Présence, Revue de l'Arbitrage, 2, 133 (1987); *The role of the Engineer, Myth and Reality, International Business Lawyer*, 81 (1986); *Supplies by order of the Court* (It.) *Foro Padano* I, 165 (1984); *The lack of conformity, in "A survey of the International Sales of Goods"*, *Kluwer* 1985; *Examination of Witnesses and Article of Proof* (It) *Foro Padano* II, 61 (1983); *Telex, Telecopier and Computer Messages* (It) *Foro Padano* I, 87 (1983); *Localisation of Credita, Effects of Foreign Nationalisations on Them, Law Applicable to Guarantees,* (It) *Foro Padano*, 139 (1983); *The Civil Law Approach to Evidence, The Arbitration Journal*, 331 (1983); *International Construction Agreements-Employer's Breach and Consequent Right of the Contractor to Withhold Delivery on Site, Intl. Bus. Law.*, 1943 (1983); *International Construction Agreements, Extent of the Owner's Interference and case Where the Agreement Become Null and Void, Intl. Bus. Law.*, 457 (1981) and *Foro Padano* 457 (1980); *Multi-Party Arbitration*, *Intl. Bus. Law.*, 436 (1981); *Injunction of International Contracts* (It) *Foro Padano* I, 245 (1979); *The Imminent United Nations Model Law, and Arbitral Rules of Evidence*, (It) *Foro Padano* (1984), II, c.100; *Nationality of awards and applicable substantive and procedural laws*, in *Arbitration Journal*, p. 47 (1982); *Evidence in Court Proceedings* (It) *Foro Padano* II, c.c., p.p. 87 *et seq.* (1986); *International and National Arbitration in Italy, Foro Padano* II, p.42 (1983); *The attacks against the award before it becomes enforceable and court decisions* (It), *Foro Padano* I, p. 300 (1986).

3, viale Cassiodoro – 20145 Milan, Italy
Tel. +39.02 4819 041 Fax +39-02 4800 8277
Email mauro.rubino@brsa.it

LANGUAGES: English, French and Italian.

PRACTICE AREAS: Contract Law; International Arbitration and Litigation; Construction; Mergers and Acquisitions; Sales of Goods, Major Tort Issues.

HONOURS: Grand Cross (Order of the Merit, Portugal); High Officer (Order of the Merit, Italy); Cross of Honour (Order of St. Ramon, Spain); Grand Decoration in Silver (Austria).

3, viale Cassiodoro – 20145 Milan, Italy
Tel. +39.02 4819 041 Fax +39-02 4800 8277
Email mauro.rubino@brsa.it