

Nationality Issues of Commercial Arbitration in International Trade

Yinge Li (Ingel Lee) *

Beijing Foreign Studies University, Beijing, China

* Corresponding author: Yinge Li (Ingel Lee) (Email: ylee66@126.com)

Abstract: In the context of the increasingly complex global trade system, international commercial arbitration, as an important mechanism for resolving cross-border disputes, has become a core factor affecting the effectiveness and enforcement of arbitration based on the issue of "nationality" in its rulings. The aim is to systematically explore the nationality recognition standards and legal application issues of commercial arbitration awards in international trade, filling the gap between the current theoretical system and practical mechanisms. Select relevant rules of international arbitration institutions (such as ICC), Chinese foreign-related arbitration cases, and major international conventions as samples, focusing on how the nationality of arbitration awards affects their arbitrability, fairness, and enforceability. By comparing and analyzing the international theoretical foundation and legal practices at home and abroad, combined with case analysis and treaty provisions research, the conflict and reconciliation between the "statutory jurisdiction of arbitration" and "party autonomy" in nationality determination are extracted. Research has found that nationality not only determines the procedural law applicable to arbitration awards, but also directly affects the international recognition and enforcement of the awards. Although China actively adheres to international rules, there are still institutional ambiguities and legislative lag in the nationality restrictions for arbitrators and the nationality selection mechanism for arbitration awards. In theory, it deepens the legal construction of "arbitration nationality" and expands the application boundaries of international commercial arbitration; In practice, it provides reference for China to build a more neutral and internationally recognized arbitration system. However, the complexity of the parties' game and multiple nationality conflicts in arbitration practice remains a challenge, and in the future, further efforts should be made to promote the international unification of arbitration nationality rules and the localization reform of Chinese arbitration law.

Keywords: International trade, commercial arbitration, nationality, international conventions, dispute resolution.

1. Introduction

When it comes to international trade solutions, international commercial arbitration cannot be ignored. The nationality issue of arbitration awards determines their legal effectiveness and is of great significance to international commercial arbitration. For both ancient and modern times, both in China and abroad, the choice of arbitration venue is of great significance in determining the nationality of the award. Most countries have developed clear solutions to address this issue, while a small number of countries have not made clear regulations. The preliminary analysis of this issue by the international community mainly explores China's analysis of the nationality issue in international commercial arbitration and awards. At present, China has composite standards for this issue, and some problems are difficult to overcome, requiring continuous improvement and development. As a contracting party to the New York Convention, China should adopt the arbitration venue standard.

In the context of the "the Belt and Road" initiative, China's development is becoming more and more "globalized". International trade and investment activities between China and foreign governments or enterprises are becoming increasingly frequent. Faced with potential cross-border disputes in the future, many Chinese companies have reached agreements with each other to resolve differences and disagreements through international arbitration. As more and more companies engage in international trade and investment, international arbitration is considered the preferred option in the face of cross-border disputes. However, international arbitration is different from domestic arbitration with

complex procedures, which often makes the parties unfamiliar with its rules and thus has inherent disadvantages. However, in terms of applicable laws and procedures, international arbitration and domestic arbitration in China are clearly different and can be seen as two distinct systems.

Arbitration is a form of dispute resolution in international trade law, in which both parties agree to submit the dispute to a fair third party, whether it is an arbitral tribunal or a sole arbitrator, and both parties believe that the arbitral tribunal or sole arbitrator will make a fair decision and agree to abide by the agreement. Initially, arbitration was a simple and relatively informal procedure, for example, when two merchants disagreed on the price or quality of the goods to be delivered, they would entrust a trusted third party to make the decision and promise to comply with the decision made by the third party. The biggest advantage of arbitration over other forms of international civil and commercial dispute resolution is its broad cross-border enforceability. This is also the most important reason why international arbitration has become the most popular mechanism for resolving international commercial disputes. The United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) is the current system for recognizing and enforcing foreign arbitral awards. [1] At present, the New York Convention has come into effect in 163 places and regions around the world, and its rules have been adopted globally. The almost universal application of the New York Convention ensures the enforcement of international arbitration agreements and awards, and promotes the development of international commercial arbitration in international trade and investment. Relatively speaking, the

scope of application of the New York Convention in the international community is greater than mutual recognition of judicial rulings based on bilateral treaties or reciprocal relationships between two countries [15]. For example, there is no bilateral agreement between China and the UK on mutual recognition and enforcement of court judgments, but the two countries have signed and recognized the New York Convention. In order to resolve disputes through arbitration, the parties must first jointly choose arbitration as the dispute resolution method through an effective arbitration agreement before or after the dispute arises.

2. Nationality Standards for Commercial Arbitration Awards in International Trade Rules

The theoretical community often uses the place of arbitration as a criterion for judgment, believing that it can clarify judicial supervision authority and ensure procedural legitimacy. However, the substantive connection between the place of arbitration and the arbitration activity is not always close. The location of the establishment of the arbitration institution and the application of the arbitration rules are intertwined, resulting in a dilemma in the determination. The lack of unified nationality standards has led to frequent implementation obstacles and challenges for international coordination mechanisms. Establishing scientific and reasonable nationality recognition criteria has become an important prerequisite for the stable operation of the international commercial arbitration system.

2.1. Theoretical Basis of International Commercial Arbitration Awards

As is well known, nationality is one of the important factors considered in commercial arbitration law, which originates from the laws and regulations stipulated by a certain country. The place of arbitration serves as the standard for determining nationality in commercial arbitration, and nationality and place of arbitration are factors that must be thoroughly studied in the process of commercial arbitration. However, the nationality requirements for commercial arbitration vary among countries, and in conducting commercial arbitration activities, each country follows its own arbitration law. There are generally two ways to resolve the nationality issue in arbitration [16]. The first method is to directly establish the nationality attribution of commercial arbitration through domestic laws. For example, in commercial arbitration conducted in Germany, judgments made within Germany are considered German awards; Judgments made outside of Germany are considered foreign judgments. The second type is the nationality issue that is not directly regulated in the ruling. For example, the Arbitration Law of the People's Republic of China does not make clear provisions on this issue, but in theory and practice, the solution to this problem is mainly to judge the international situation according to the place of arbitration. That is to say, if the arbitration takes place in that country, the nationality issue falls under the jurisdiction of that country.

For the standards of arbitration procedure law, countries around the world can roughly be classified into three models. The first method is to simultaneously stipulate the standards of arbitration procedure law and the place of arbitration. For example, in the former Yugoslavia, if commercial arbitration is conducted domestically but in accordance with foreign

procedural law, it is considered a foreign award; For domestic arbitration conducted in accordance with domestic arbitration procedure laws, it is considered a domestic award; For judgments made abroad with full authority, it belongs to foreign judgments. [2] The second method is to determine the nationality issue based on the chosen arbitration procedure law. Before the reform of the arbitration law in Germany, if German arbitration law was used in foreign countries, it would be considered a German award; If foreign procedural law is used in Germany, it is considered a foreign award. But with the continuous development of arbitration procedures, Germany today adopts the place of arbitration as the criterion for judgment [17]. The third method is to determine the nationality issue based on the nationality of the arbitrator. For example, for Hungary, even if the arbitration takes place domestically, the presiding arbitrator or the majority of arbitrators are of non Hungarian nationality, and the arbitration nationality does not belong to Hungary. The criteria for determining the nationality of arbitration vary among different countries, and in practice, it is necessary to avoid passively adjudicating conflicts. As a major country, China should continuously improve its nationality standards for arbitration based on the advantages and disadvantages of each country's arbitration. China can try to determine the nationality issue for arbitration based on the place of arbitration. This can also make the Chinese commercial arbitration process more efficient [3].

2.2. Determining Arbitrability in International Trade Based on the Nationality of Arbitration

Arbitrability refers to the question of whether a specific dispute can be resolved through arbitration. Arbitrability involves the types of issues that can and cannot be submitted to arbitration, as well as whether specific types of disputes can be exempted from arbitration proceedings. Although it has been established that the parties are free to submit their disputes to arbitration, national laws often restrict this freedom of access to arbitration for certain matters or specific individuals. Non arbitrability means that in the face of indisputable disputes, the arbitral tribunal may be required to refuse jurisdiction. If the law of the country seeking enforcement considers the dispute to be irrevocable, it can successfully question the enforcement of its final decision. Therefore, arbitrability has become a common issue faced by arbitrators, judges, and contract drafters. This has led to the development of the so-called 'non arbitrability principle'. Commentators have established a recognized distinction between "objective arbitrability" (or subject matter arbitrability) depending on the disputed subject matter and "subjective arbitrability" (or personal arbitrability) involving the abilities of the parties involved [18]. In short, objective arbitrability involves the question of "which matters can or cannot be submitted to arbitration." [4] Subjective arbitrability explains the question of "who can or cannot resort to arbitration. This arbitrability typically arises when a dispute involves a state or a state entity. As described below, the New York Convention and most domestic arbitration laws recognize the difference between these two concepts. To provide a clearer explanation of arbitrability, it is often associated with the concept of public policy. It is believed that undisputed disputes usually involve public policy issues. However, although public policy is related to arbitrability discussions, the former is a broader concept, and mere

intervention in public policy affairs does not necessarily result in disputes being non arbitrable. Another difference between the two views is that non arbitrability is usually invoked at the beginning of the arbitration process as an argument for the court to refuse jurisdiction, while public policy usually takes effect after the arbitration is concluded, i.e. in the enforcement or annulment proceedings.

Although the above situations are different, the essence is that China's international commercial arbitration generally tends to be governed by relevant laws and regulations in China. But sometimes international arbitration takes place in China, but the award does not belong to China. The international community mostly adopts the arbitration venue standard, which may become a stateless award, and therefore follows the New York Convention to complete the provisions. The ruling of stateless status does not require supervision from any country, but it cannot be recognized by the courts of the opposing country. Therefore, clearly choosing the place of arbitration has reduced many issues throughout the entire arbitration process. In the era of rapid development of international trade, disputes are inevitable. International commercial arbitration plays a crucial role in resolving international trade issues. The issue of nationality in arbitration is a very important issue in the field of international commercial arbitration. The standards for arbitration around the world are mainly divided into two categories: the place where the award is made and the legal rules adopted in the arbitration procedure. The former belongs to the international mainstream standards.

2.3. The Basic Principle of International Neutrality Stipulates the Nationality Issue of Arbitrators

According to the International Arbitration Law issued by the United Nations Commission on International Trade Law, when appointing a sole arbitrator or a member of the arbitral tribunal, the court will consider the agreement of the parties and the independence and impartiality of the arbitrator. If the parties have different nationalities and a sole arbitrator should be appointed, the arbitrator shall not have the same nationality as either party unless otherwise agreed by both parties. [5] If three members are to be appointed, there cannot be two who have the same nationality as the parties involved. The purpose of this restriction is to achieve one of the fundamental objectives of international arbitration, which is to provide an internationally neutral means to resolve disputes between parties from different countries. Almost all major institutional rules have similar restrictions on the nationality of sole and chief arbitrators. Article 13/5 of the 2012 International Chamber of Commerce (ICC) Arbitration Rules stipulates that when an ICC court selects a sole or presiding arbitrator, his or her nationality shall be different from that of either party. This regulation directly prohibits institutions from appointing sole or chief arbitrators of the same nationality as one of the parties involved. Most other institutional rules, such as Article 6 of the 2014 London Court of International Arbitration Arbitration Rules and Article 17/6 of the 2017 Stockholm Chamber of Commerce Arbitration Rules, also adopt a similar approach to the nationality of sole or presiding arbitrators. On the other hand, some institutional rules omit any explicit nationality requirements for sole and presiding arbitrators. For example, the 2012 Swiss International Arbitration Rules, the 2016 Singapore International Arbitration Centre Arbitration Rules, and the 2015 China

International Economic and Trade Arbitration Commission Rules do not impose any nationality related restrictions on the appointment of arbitrators.

In fact, even if institutional rules do not prohibit it, arbitration institutions may still avoid appointing sole or chief arbitrators of the same nationality as the parties, as doing so would violate the basic principle of international neutrality, especially in the international context. The selection of arbitrators is the starting point of the arbitration process, and non-standard provisions regarding the nationality of arbitrators may lead to certain issues with the award. [6] According to Article 15A/1 (b) of the International Arbitration Law, if the party making the application proves that the composition of the arbitral tribunal is inconsistent with the agreement of the parties, or that no agreement has been reached, the arbitral award may be revoked, and enforcement of the arbitral award may be refused due to any irregularity in the constitution of the arbitral tribunal. The International Arbitration Law and the rules of many major arbitration institutions impose restrictions on the nationality of sole and chief arbitrators who have different nationalities among the parties. Due to the fact that the nationality of an arbitrator may lead to revocation or refusal of enforcement of an award, it is necessary to strengthen the importance of their nationality and avoid appointing a sole or presiding arbitrator of the same nationality as one of the parties.

3. The Nationality System of Chinese Commercial Arbitration Awards in the International Context

In the practice of international commercial dispute resolution, the nationality of the ruling not only determines the path of judicial relief, but also affects the efficiency of enforcement and the stability of legal application; The Chinese commercial arbitration system is facing dual challenges of institutional improvement and rule alignment, and the clarification of nationality recognition standards has become an important indicator for measuring the legality, independence, and neutrality of arbitration awards.

3.1. Nationality Requirements for Rulings in International Chambers of Commerce and Conventions

The International Chamber of Commerce determines the nationality of arbitration based on the validity and equality of the enforcement of the award, thereby avoiding the rule of determining the nationality of arbitration based on the place of arbitration. However, according to the principle of national sovereignty, any country will exercise varying degrees of jurisdiction or supervision over everything that occurs within its borders. The New York Convention, as a reference for international commercial arbitration, does not rely on the nationality limitation of the award, but rather follows its own prescribed procedures to determine whether the award is made in that country, and its judges have secondary discretion [19]. The standards set by different countries for regional discretion vary. That is to say, the choice of the place of arbitration is not deterministic, and awards made in non domestic territories mainly depend on geographical and non legal locations. This provision does not conflict with the determination of the place of arbitration. In the case where the standards for the place of arbitration in different countries are consistent, the New York Convention requires judges in that

country to exercise jurisdiction. When commercial arbitration awards are made within the territory of that country, it meets the applicable standards of the Convention.

I would like to make the following points regarding my research on the New York Convention. Firstly, the scope of application of the convention has also been expanded to situations where it is not recognized as a ruling by that country, that is, the geographical extension, and also requires the inclusion of a nationality requirement for a country. For example, Spain and Italy both use the same procedural law, and the ruling made by Spain is not considered to be made by Spain itself. If Italy considers it to have Italian nationality, it can be deemed that Italy has the right to revoke the ruling. [7] Secondly, the emergence of stateless rulings. If Italy and Spain both consider it a non domestic ruling in the above situation, then a stateless ruling will occur. There are different opinions internationally regarding this situation. Some scholars believe that stateless situations do not apply to the New York Convention, as the treaty is based on national laws and regulations and constantly applies requirements such as the place of arbitration. Switzerland has previously ruled on non Swiss awards within its borders, and although the Netherlands applied to implement the concept of arbitration venue, it was still rejected by the court and cannot apply the New York Convention [20]. When fulfilling the convention, it should be controlled according to the context and overall meaning of the treaty, rather than taking it out of context. Because at the time of its establishment, although the convention held a leading position, its exercise had to be within the legal framework of that country, and therefore it was applicable to stateless situations. Therefore, if the ruling is stateless, it should apply to the "non international ruling" in the convention. On the other hand, the award is not contradictory to the law of the place of arbitration. [8] If the parties are unable to defend themselves, they may apply for the revocation of the award. Although there is no clear explanation on how to handle stateless rulings and arbitration venue regulations, judicial personnel only need to make factual judgments when the agreement is not met. If there is no agreement, the court should only consider whether it is established. Finally, judges should strictly perform their review work in accordance with their own duties.

3.2. International Commercial Arbitration Aligns with China's Practice

With the rapid development of various countries around the world, there have been further commercial disputes in the field of commercial arbitration. Commercial arbitration affairs are gradually showing diversification and internationalization. Due to the widespread recognition of the International Chamber of Commerce by various countries, many countries have resorted to arbitration courts for disputes, and China's international arbitration cases have also shown a further growth trend. The nationality award made by the International Court of Arbitration of the International Chamber of Commerce on various practical issues related to arbitration in China is becoming increasingly important [21]. Regarding the establishment of arbitration institutions, some people believe that foreign arbitration institutions cannot be established for arbitration within China because China has not yet recognized temporary arbitration. Commercial arbitration, as an important element within the scope of legal matters, should demonstrate the superiority of problem-solving. [9] However, in previous cases, China did have relatively few

standards for determining nationality. The rulings made by the International Chamber of Commerce in China carry certain risks, and there is a possibility that their judgments may not be recognized. Over time, this creates certain obstacles for foreign arbitration institutions to come to China for arbitration.

Before studying the nationality issue of ICC arbitration awards in China, it is necessary to investigate whether ICC can arbitrate domestically. Some in the international community believe that foreign arbitration institutions can arbitrate in mainland China and fall within the scope of Chinese judgments [22]. According to the relevant provisions of the Arbitration Law of the People's Republic of China and previous commercial activities, ICC has also conducted arbitration in Chinese Mainland. The nationality of the arbitration award can help countries gain mutual recognition in the field of commercial arbitration, fully enhancing global integration. China and some foreign countries belong to different legal systems, and each country has certain differences in the nationality of arbitration awards. When determining whether it belongs to domestic or foreign arbitration, it is necessary to consider the New York Convention, the Arbitration Law of the People's Republic of China, and other relevant laws and regulations, which will be more helpful for China to handle the issue correctly. The current rulings in China are mainly divided into three forms, each of which is based on various core meanings, and the people's courts have the power of judicial revocation. China also determines the nationality issue of arbitration based on the location of the arbitration. China generally handles relevant cases in accordance with the New York Convention, but there is no clear regulation on the nationality of the ruling in China. [10] The arbitration of ICC in Chinese Mainland is based on the general views and ideas of the international community. It is not a foreign award, nor a domestic award, or a non domestic award. These unclear areas need to be handled appropriately in accordance with the New York Convention. As is well known, there are few cases in the international community that are judged domestically and considered as non domestic judgments. However, in the past, China generally adopted an expanded interpretation, applying foreign institutions' rulings in China to the legal provisions of the convention. This further supports the arbitration provisions and helps establish the national image.

3.3. Outlook on the Legal Issues of Nationality in Arbitration in China

From the perspective of the international community, countries only have the right to arbitrate and supervise within their borders. That is to say, within the scope of China, if the judgment can be revoked, the respondent has the right to make a judgment to the intermediate people's court. Compared to foreign-related judgments, relevant departments can verify with the people's court and decide to revoke them [11].

Article 70 of the Arbitration Law of the People's Republic of China refers to "foreign-related arbitration awards", but Article 258 of the Civil Procedure Law of the People's Republic of China does not specify what type of award should be used when referring to "foreign-related arbitration institutions". This involves the issue of China's jurisdiction over international law. Several provisions of Chinese arbitration state that foreign-related arbitration awards are made by CIETAC and CMAC, rather than by foreign arbitration institutions. It can be inferred from this that

currently only foreign-related awards made within China or by domestic arbitration institutions can be revoked by Chinese courts. [12] At the same time, if the rulings made by foreign arbitration institutions are similar to Chinese laws and regulations and have consistency, China will recognize the effectiveness of foreign arbitration. That is to say, the standard of Chinese arbitration institutions can be preliminarily recognized as an award made by the arbitration institution of the country to which it belongs, which belongs to that country's award. In other words, when facing arbitration disputes, China faces two issues: the New York Convention and the standards of domestic arbitration institutions. There will be three types of analysis on this. The first type is that foreign arbitration organizations make rulings in China. For example, when the International Chamber of Commerce makes an award in China, it needs to consider the applicable law. Generally, China will apply for the applicable law for the arbitration agreement. The Chinese arbitration law clearly stipulates that an arbitration commission must be selected, which is different from the International Chamber of Commerce. At the same time, the International Chamber of Commerce also requires implementation in accordance with its unified standards. Therefore, it is important to clearly specify the place of arbitration [23]. The second option is for Chinese arbitration institutions to make rulings overseas. Although the parties are free to choose the place of arbitration, if there is no clear agreement, the location of the arbitration commission shall prevail, and the award shall also be made by the place of arbitration. The third type is international arbitration organizations for overseas arbitration, which can be handled in two categories. Category (1), where the award is made outside the jurisdiction of the arbitration. [13] At this point, it needs to be determined according to the convention. As China is a contracting party to the convention, if the other country is also a contracting party, the convention applies. Class (2), the award shall be made within the jurisdiction of the place of arbitration. If an international commercial arbitration award is made by an arbitration institution in a country that is also a contracting state of the Convention, it shall still be recognized in accordance with the New York Convention.

4. Conclusion

The importance of nationality determination lies not only in determining the legal effect of the country, but also in the key recognition of it by the international community. At present, the international community mostly uses the arbitration venue standard for determining nationality. The arbitration mechanism has some separation from the mechanisms of the international community, and it is necessary to gradually adopt the standard of arbitration venue. It is also possible to handle the conflict points between the convention and Chinese laws and regulations by respecting the treaty itself more. Distinguishing the location of international commercial arbitration awards is of great importance in terms of nationality. Non domestic arbitration is not equivalent to foreign arbitration. Referring to the standard of the place of arbitration is a commonly considered factor in various countries. The judicial institutions in China recognize the location of arbitration institutions as the standard, which is not consistent with most international countries. China is a contracting party to the New York Convention, and on the premise of respecting the Convention and the Chinese legal system, most of the awards made by

foreign arbitration institutions in China are only recognized as non domestic awards. There is no provision for determining nationality, but according to relevant laws and regulations, domestic and foreign rulings are distinguished. [14] The legal system established determines the nationality of domestic and foreign awards based on the location of the arbitration institution. It is not common to simply consider the location of the arbitration institution as the nationality of the award. This practice does not provide effective legal benefits to the parties, and also creates legal risks for foreign institutions to come to China. It is also detrimental to China's image in the world and poses a significant obstacle to the development of Chinese legal arbitration. The parties involved have obtained effective legal dispute resolution through arbitration, which can also alleviate the litigation pressure of the court. China's arbitration is gradually showing a trend towards internationalization and specialization, but at the same time, there are also some problems.

References

- [1] Yang, L.Y. (2016). *International Commercial Arbitration*. China University of Political Science and Law Press, 33-53
- [2] Markin D. (1968). *The Law and Practice of Commercial Arbitration*, Callaghan & Company, 65-121.
- [3] Yao, M.Z. (2004). *Introduction to International Economic Law*. Wuhan University Press, 59-85.
- [4] Qi, Z. (2018). *On the Nationality Attribute of International Commercial Arbitration Awards*. School of International Law, China University of Political Science and Law, 5.
- [5] Song, L.B. (2009). *Research on the Nationality of International Chamber of Commerce Arbitration Awards: Starting from a Reply from the Supreme People's Court*, Institute of International Law, Wuhan University, 3.
- [6] Julian, D.M.L. (2003). *Comparative international commercial arbitration*. Kluwer Law International, 121.
- [7] Liu, X.H. (2005). *Legal and Empirical Principles of International Commercial Arbitration Agreements*. Commercial Press, 189-190.
- [8] Yang, N. *Analysis of the Ownership of the Right to Revoke International Commercial Arbitration Awards*. China University of Political Science and Law.
- [9] Gao, F. *Exploration of the New Issue of Nationality in Arbitration Awards*. Law School of Shenzhen University, 5.
- [10] Han, L.Y. *On the Nationality Issue of International Commercial Arbitration Awards in China*. Law School of Shanxi University, 4.
- [11] Gary B. (2014). *International Commercial Arbitration*. Kluwer Law International, 162-167.
- [12] Han W. (2008). *Nationality and determination of international commercial arbitration awards*. *Rule of Law and Economics*, 12.
- [13] Deng, Y. (2008). *Research on Legal Issues of Revocation of International Commercial Arbitration Awards*. Dalian Maritime University, 5.
- [14] Yang, H.C. (2020). *Research on the Issuance of Interim Measures in International Commercial Arbitration*. *Journal of Changchun Normal University*, 8-10.
- [15] Gary Born, *International Commercial Arbitration*, Kluwer Law International, 2014, p.138-140.
- [16] Jie Xu, *International Commercial Arbitration Practice*, China Law Press, 2017-08, p.11-21.

- [17] Xiaolin Xu, On International Issues of International Commercial Arbitration Awards, East China University of Political Science and Law, 2015-04, p.3-5.
- [18] Ye Xiang, On the Validity of International Commercial Arbitration Awards, Southwest University of Political Science and Law, 2012-03, p.5-8.
- [19] David St John Sutton, Judith Gill, Matthew Gearing, Russell on Arbitration, Sweet & Maxwell, 2015-12, p.9-23.
- [20] Jianqiao Li, Nationality Issues in International Commercial Arbitration Awards, Sun Yat sen University Law Review, 2018-01, p.5.
- [21] Wenting Wu, Conflict and Coordination of Nationality in International Commercial Arbitration Awards, Changsha, Hunan: Central South University, p.4.
- [22] Shenli Xu, Research on Nationality Related Issues in International Commercial Arbitration Awards, Shanghai: East China University of Political Science and Law, p.4
- [23] An Chen, Essays on International Economic Law, Law Press, 1998, p.90.