International Arbitration

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Spain

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Introduction

Spain has a longstanding tradition of promoting and holding domestic and international arbitration, which has consolidated its position as a solid alternative to the courts, and it is currently the seat of a number of arbitration proceedings involving national and foreign businesses.

From an international perspective, Spain's commitment to developing arbitration as an alternative dispute resolution system began with the ratification of the European Convention on International Commercial Arbitration in 1975, followed by the ratification without reservation in 1977 of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, and, finally, the ICSID Convention in 1994.

In 1988, Spain set up a legal regime through Act 36/1988 of 5 December on Arbitration, in order to give greater certainty to this type of dispute resolution, and in order to harmonise provisions on arbitration and consolidate the practice in this field.

As a response to the progression and promotion of commercial arbitration and due to its quickly changing needs, the legal regime was improved and updated by means of Act 60/2003 of 23 December on arbitration (the "**Arbitration Act**"), which is still the applicable law after having been amended in 2011 in order to modernise and adapt its regulation to current trends in the international arbitration field.

For the sake of uniformity of international commercial arbitration practice, Spain followed the United Nations recommendation and took as a point of departure the Model Law adopted by the United Nations Commission on International Trade Law on 21 June 1985 (UNCITRAL Model Law). The current Spanish legal regime on arbitration was greatly inspired by its provisions and aligned, as a consequence, with the global trend pursued by the majority of jurisdictions.

The Arbitration Act encompasses a legal regime applicable both to domestic and international arbitration. Thus, with few exceptions, the same provisions are equally applicable to both, which allows for easier understanding and implementation. Additionally, having a unique legal framework substantially increases the trustworthiness of Spain as an international arbitration benchmark.

Regarding the main arbitration institutions in Spain, the Madrid Arbitration Court (*Corte de Arbitraje de la Cámara Oficial de Comercio e Industria de Madrid* – 'CAM') and the Civil and Mercantile Court of Arbitration (*Corte Civil y Mercantil de Arbitraje* – 'CIMA'), both based in Madrid, have taken the lead in the promotion and contribution to the now well-established practice of arbitration; however, despite the widespread use of the abovementioned courts, a significant number of other smaller institutions are gaining

considerable importance and growing in size.

Finally, the Spanish Arbitration Club (*Club Español del Arbitraje*) has also strongly contributed to the current good health of the arbitration sector, thanks to its interest in the latest international trends and its effort to promote high standards of ethics and good practice among practitioners and to create a robust corpus of soft law, as their Recommendations on the Independence and Impartiality of Arbitrators and the Code of Good Arbitration Practices are generally accepted in practice.

In the following sections, further detail will be given on how the arbitration legal regime works in Spain and to what extent the Spanish Arbitration Act is aligned with current trends in global arbitration practice.

Arbitration agreement

Validity requirements and arbitrability

The key issue in arbitration, as reflected in the Arbitration Act, is the parties' willingness to submit a controversy or part of a controversy to arbitration. As arbitration is a party autonomy-based dispute settlement system, the parties' consent is essential for its legitimacy and, therefore, its existence must be strictly guaranteed.

Additional validity controls are foreseen for those domestic arbitration agreements contained in adhesion contracts entered into by consumers, since the Spanish Arbitration Agreement considers arbitration agreements contained therein to be null and void, except if they relate to consumer arbitration.

(i) *Arbitrable matters*

According to article 2.1 of the Arbitration Act, any matters that may be freely disposed of at law are capable of being settled by arbitration. Therefore, the vast majority of disputes between private parties are arbitrable except, most notably, (i) those engaging rights related to personality, (ii) filiation and custody matters, (iii) those linked with civil status, (iv) controversies in which the Public Prosecutor must take part, and (v) some issues relating to patents.

(ii) *Formal requirements*

With regards to formal validity requirements, as is common practice in this field, domestic arbitration agreements must be in writing; this requisite, however, is interpreted broadly since no specific format is required inasmuch as a record of the agreement is ensured. Therefore, an arbitration agreement does not need to be signed by the parties as it may be agreed by electronic means in any exchange of communication, or it can also be incorporated by reference. However, as the arbitration agreement can adopt the form of a contract clause or a separate agreement, the existence of an arbitration agreement can be proved in several ways as the mutual consent of the parties can be inferred from any communication that has taken place between them.

Spanish courts pay special attention to the scope of the arbitration agreement in order to analyse whether the parties have submitted a particular dispute to arbitration and have excluded disputes regarding the execution of the contract from arbitration when the arbitration clause only referred to the disputes arising from the interpretation of a contract. In order to avoid the limitations of this strict interpretation, currently all the Spanish arbitral institutions have stated in their model clauses that any dispute arising from or relating to a contract, including any matter regarding its existence, validity or termination, shall be definitively settled by arbitration.

In addition, even if the Arbitration Act strengthens the informal character of the arbitration agreement as long as consent of the parties is found, the courts are also aware of the formalities and will not extend the arbitration agreement to non-signatories except in very exceptional cases when the corporate veil is lifted or consent to the arbitration agreement can be clearly inferred from the parties' statements.

In terms of international arbitration, the previous requirements can differ, as article 9 of the Arbitration Act contains a provision in favour of validity of the arbitration agreement, as long as it complies with the legal rules which were chosen by the parties to govern the agreement, the rules applicable to the substance of the dispute, or the rules laid down in Spanish law.

(iii) *Arbitration agreements established in articles of association*

In 2011, a special provision concerning the arbitrability of intra-enterprise arbitration was introduced by Act 11/2011 of 20 May, which amends the Arbitration Act, recognising arbitration agreements established in companies' articles of association for internal disputes. For this to be the case, however, a majority of no less than two-thirds of the votes attaching to the shares is required.

Apart from the required majority, when the object of submission to arbitration is a challenge made by shareholders or directors of corporate agreements, there is an additional requirement that the arbitration itself and the appointment of arbitrators be entrusted to an arbitral institution.

Separability and competence-competence principles

On the other hand, and not surprisingly, the principle of separability applies under the Spanish Arbitration Act. Therefore, the arbitration agreement remains valid even when the contract of which it is part is declared void; otherwise, the arbitrators' decision would lack legitimacy since there would be no legal basis from which to derive their authority to rule. That is the reason why the separability principle is a cornerstone in arbitration.

With respect to the principle of competence-competence, it also applies to arbitration proceedings held in Spain. By means of this principle, arbitrators can decide whether they have jurisdiction over the dispute before them. Thus, giving full effect to these principles allows the arbitrators to rule on the validity of the arbitration agreement or any other plea that would prevent them from rendering an award on the merits of the case.

Arbitration procedure

Procedural flexibility

As mentioned above, arbitration is a dispute settlement mechanism founded on party autonomy. Therefore, the way proceedings are conducted is mainly left to the parties' discretion, which will be always respected as long as the process they design takes into consideration two imperative principles enshrined in the Spanish Constitution: (i) the principle of equal treatment of the parties; and (ii) the parties' right to fully present their case.

In the absence of agreement and in line with the essence of arbitration as a flexible process, the power to design the arbitral proceeding is given to arbitrators who are in the best position to decide how to conduct the arbitration in the most appropriate manner.

In terms of the foregoing discretion given to arbitrators, the Arbitration Act does not place any limitations on the form of the proceedings (i.e. in writing only) and the place where hearings or consultation meetings can be held.

Additionally, in light of the above-mentioned party autonomy, the Arbitration Act does not establish a set of provisions in relation to how evidence should be examined. Parties, in the first place, and arbitrators, in the second place, will decide on the appropriate means of proof. In any case, arbitrators will have the right to freely evaluate the evidence provided.

However, despite this statutory freedom, arbitrators usually follow the IBA Rules on the Taking of Evidence, which are considered applicable legislation by the Spanish arbitration courts and are generally taken into account in the practice of arbitration in Spain.

As usual, court assistance in taking evidence is expressly envisaged in arbitration laws and in article 33 of the Arbitration Act, which provides that courts can be asked for assistance in taking evidence. The competent court to do so is the Court of First Instance in the place of arbitration or the place where assistance is to be provided.

The competent court's intervention is limited to adopting the appropriate measures to secure the taking of evidence, either before them or before the arbitrators; therefore, its task consists of acting as an assistant without having exclusive supervision of the evidence phase, which is only possible when it is specifically requested.

Apart from court assistance, arbitrators may appoint experts to report on specific issues that demand a deeper knowledge in order to properly rule on the case. The appointed experts, unless otherwise agreed, can also be asked to take part in a hearing where they may be questioned further.

The fast-track proceedings

With the purpose of saving time and costs, the recent trend in international arbitration has been to shorten arbitral proceedings, especially with regard to small claims. Proof of this trend is the issuing of the Expedited Procedure Rules by the International Chamber of Commerce, which entered into force on 1 March 2017.

In Spain, the pioneer was the Arbitral Tribunal of Barcelona (*Tribunal Arbitral de Barcelona*) which, anticipating this trend, issued the new Rules of Abbreviated Procedure as early as 2014. Currently, the main arbitration institutions in Spain offer this procedure as a way of gaining further efficiency.

In line with this new trend, the Madrid Arbitration Court updated its rules in 2015, when the abbreviated procedure was introduced, for claims which do not exceed €100,000.

Arbitrators

Requisites

The Arbitration Act requires there to be an odd number of arbitrators for the appointment to be valid. In the event that the parties have not determined a specific number of arbitrators, the default rule is that a sole arbitrator must be appointed.

Regarding arbitrator qualifications, the Arbitration Act does not impose any conditions on the persons who can serve as arbitrators as long as they are in full possession of their civil rights. However, if the person appointed is subject to any limitations as a result of their profession, these cannot be waived. Furthermore, according to article 15 of the Arbitration Act, at least one of the members of the arbitral tribunal must be a jurist and sole arbitrators must also be jurists unless the arbitration will be decided *ex aequo et bono*.

Appointment of arbitrators

The appointment procedure in the absence of the agreement of the parties varies depending on the number of arbitrators upon which they agreed. There are two possible scenarios: (i) if one

single arbitrator is chosen to conduct the proceedings, the court will make the appointment. This remedy will also apply if more than three arbitrators will constitute the arbitral tribunal; however, (ii) if the number of arbitrators agreed upon is three, each party will be responsible for appointing one arbitrator and the two party-appointed arbitrators will decide on the third one. Any setback in any of the previous appointments will force the court to decide.

The criteria taken into consideration by the court when facing the appointment of arbitrators are the requirements agreed by the parties regarding arbitrator qualifications, the degree of independence and impartiality that an arbitrator can guarantee, and the nationality of the parties and of the would-be arbitrator.

Challenging an arbitrator

In order to challenge an arbitrator, the only grounds available according to article 17 of the Arbitration Act are the existence of "justifiable doubts as to their impartiality or independence"; or "if they do not possess the qualifications agreed to by the parties".

Regarding the time limit for the challenge, the parties, unless they have agreed otherwise, may challenge the arbitrator within 15 days once they are aware of the circumstance that could trigger the challenge or, in any case, after the acceptance of their appointment.

As to who decides on the challenge, the other members of the arbitral tribunal are in charge of ruling on the challenge unless the challenged arbitrator withdraws from office before, or the other party does not object to the challenge.

Deciding on the challenge may sometimes be controversial due to the ambiguity of article 17 when it refers to "justifiable doubts as to their impartiality or independence". This undefined legal concept has been helpfully delimited by the IBA Guidelines on conflicts of interest, which represent a widely accepted standard in the Spanish arbitration practice.

One example of its implementation is the ruling of the High Court of Justice of Madrid in June of 2016 (*Sentencia núm. 46/2016 2 de junio – JUR 2016\182484*) in the context of an annulment proceeding. On that occasion, the court stated that: "*in order to clarify the circumstances from which the arbitrator's impartiality and independence are called into question, and due to the lack of an explicit legal provision […] the IBA Guidelines on conflict of interest can be taken into account despite being soft law […].*" Thus, Spain is aligning its practice with international standards followed in other jurisdictions.

Court assistance

Regarding the proceedings adopted, when an arbitrator is unable to perform their tasks, but there is no agreement between the parties and the arbitrator does not withdraw from office and the other members of the tribunal cannot reach an agreement, the applicable default rules establish oral proceedings as the legal way to terminate the arbitrator's mandate.

The competent court for holding oral proceedings is the Civil and Criminal Branch of the High Court of Justice of the autonomous region where arbitration takes place. If the location is yet to be determined, it will be the court in the place of business or habitual residence of any of the respondents; if none of the respondents has a place of business or habitual residence in Spain, the court in the place of business or habitual residence of the claimant; and if the claimant has none, the court in the place of its choice.

Interim relief

General legal regime

Under article 23 of the Arbitration Act, arbitrators are allowed to grant interim measures

at the request of one of the parties. Following the provisions on interim measures of the UNCITRAL Model Law, the form of the order adopting an interim measure is not defined; however, despite not being formally considered an award, such orders can be set aside and can also be recognised and enforced under the provisions applicable to arbitral awards.

Notwithstanding the arbitrators' power to order such measures, a party can instead request an interim measure from a court. Thanks to a specific provision in the national law of civil procedure (the "**Civil Procedure Code**"), courts are entitled to issue interim relief measures, irrespective of whether the pending arbitral proceeding is in Spain or abroad.

With regard to which court has jurisdiction to grant those measures, the rules laid down in the Civil Procedure Code establish two possible forums: the place where the award must be enforced or, in the absence of any indication, the place where the measures shall be executed.

The emergency arbitrator

As part of their modernisation process, Spanish arbitration institutions, such as the Arbitration Tribunal of Barcelona and the Madrid Arbitration Court, have introduced the figure of the emergency arbitrator to their regulations.

As an example, the regime adopted by the latter foresees a time limit of seven days for the arbitrator to decide, and also foresees emergency arbitrators for both interim measures and preservation of evidence.

The adoption of emergency arbitrators to provide the parties with the opportunity to seek urgent temporary relief is a further step towards the alignment of Spanish arbitration institutions with the international institutions, and a benchmark in the field. Such relief has proved to be a successful remedy aimed at helping to fill the gaps in arbitration as a dispute settlement mechanism.

Arbitration award

Validity of the award

In Spanish arbitration, the validity of an arbitration award depends on its compliance with several formal requirements: (i) it must be rendered in writing; (ii) the award must be signed by either the majority of arbitrators or the president of the tribunal, as long as the reason for the omission of the other signatures is specified; (iii) it must state the grounds upon which the decision is based; and (iv) finally, it must include the date and the place of arbitration.

In terms of timing, in the absence of an agreement between the parties, the award shall be rendered within six months of having submitted the first round of memorials on the merits (after constitution of the arbitral tribunal). The foregoing period may be extended by up to two months provided that such an extension is duly justified. However, it is specifically stated that under no circumstances does failure to deliver the award within the stipulated time frame constitute grounds for setting aside the arbitral award, without prejudice to any liability the arbitrators may incur.

Ruling on costs

With regard to the arbitrators' decision on costs, there are no legal criteria in the Arbitration Act according to which they can be ordered. However, in practice arbitrators usually follow the rule applied by courts and therefore, it is common for the losing party to bear costs if all their claims have been entirely dismissed or otherwise, to split the costs.

Challenge of the arbitration award

The sole recourse available

A fundamental principle of arbitration is that arbitral awards are final, which means that there is no judicial review on the merits. Therefore, the challenge of an Arbitration Award is meant to be an exceptional remedy for those awards that should never have been rendered, such as if there is a party autonomy flaw which the arbitration is based on, or if the arbitral tribunal went beyond the scope of the arbitration agreement.

A pro-arbitration practice that is pursued is to find the proper balance when facing the annulment of an arbitration award – thus, simultaneously guaranteeing the finality principle of arbitration awards and strict compliance with the parties' consent to arbitration should be the result sought.

With regard to the challenge of an arbitration award in Spain, filing a lawsuit in order to set aside an arbitral award is the sole recourse available against the presumed validity of a final and binding award. Although final judgments and awards can be reviewed in cases, for instance, where forgery of documents is involved, such a remedy is exceptional and residual. As a consequence, it can be stated that there is no other appellate mechanism for challenging the award aside from the annulment according to article 43 of the Arbitration Act.

Grounds

The Arbitration Act follows the UNCITRAL Model Law reasonably faithfully, by establishing the same grounds on which the annulment of an award can be based: (i) the absence or invalidity of the arbitration agreement; (ii) the party applying for the annulment was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present their case; (iii) the arbitrators rendered an award over a dispute not contemplated by or not falling within the terms of the submission to arbitration; (iv) the formation of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless this agreement was in conflict with a provision of the Arbitration Act from which the parties cannot derogate or, in the absence of agreement, was not in accordance with the aforementioned Act; (v) the subject matter of the dispute cannot be settled by arbitration under Spanish law; and (vi) the award is in conflict with public policy.

It should be noted that whereas the first four grounds have to be alleged and proved by the party requesting the annulment of the award, the last two can be alleged *ex officio* by the court.

In respect of the competent court to rule on the application for setting aside arbitral awards, this competence is entrusted to the Civil and Criminal Branch of the High Court of Justice of the autonomous region where the award was rendered. However, the time limit for applications for setting aside the award differs slightly from the UNCITRAL Model Law. Whereas the UNCITRAL Model Law sets the period at three months, it is one month shorter in the Arbitration Act.

In terms of numbers, conflict with public policy is the argument most commonly raised by the parties to attempt to annul an award. It is important to note that recently, the High Court of Justice of Madrid introduced "economic public policy" as grounds for setting aside awards concerning the validity of swap agreements entered into between banks and consumers. Although these highly controversial decisions refer to very specific proceedings involving swaps and have attracted abundant criticism from arbitration practitioners, they

do not mark a departure from the self-restraint generally displayed by the Spanish courts.

Spain, as demonstrated in recent decades, is an arbitration-friendly country, which carefully applies the finality principle by restricting the judicial review on the merits. Proof of this is the fact that the majority of attempts to set aside an award are being dismissed and the reasons behind those that are granted are the consequence of the strict application of the grounds for annulment.

Enforcement of the arbitration award

The New York Convention

Since 1977, Spain has been one of the Contracting States of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "**NY Convention**").

Adhesion to the NY Convention and, therefore, its current application, has not been subject to any of the reservations that section 3 of article I allows, neither the reciprocity exception nor the commercial.

The consequence of the above-mentioned position is that Spain shall apply the NY Convention to any award rendered in a foreign state without taking into consideration whether that state is a Contracting State. Besides, the application of the Convention is not restricted to "commercial legal relationships" considered as such under Spanish law, which means that a Spanish court will recognise and enforce an international award related to legal controversies of any kind.

Rules of procedure to recognise and enforce arbitral awards

In order to have a foreign award recognised and enforced in a Contracting State, article III of the Convention establishes that "the rules of procedure of the territory where the award is relied upon" must be followed.

In this sense, an initial distinction between the legal regime applicable to the recognition and the regime applicable to the enforcement needs to be made.

In terms of recognition, on 20 August 2015, a new Act relating to international legal cooperation in civil matters entered into force (Law 29/2015, of 30 July, "*Ley 29/2015, de 30 de julio*"), which signalled a significant step forward for the recognition of foreign court decisions.

From an international arbitration perspective, the International Legal Cooperation Act has replaced obsolete articles 951 to 958 of the 1881 Civil Procedure Code, in order to design a whole new process of exequatur regulation to handle the proceedings for the recognition of foreign awards under the NY Convention.

Despite this new Act, the competence for recognition of foreign arbitral awards or decisions is still incumbent upon the Civil and Criminal Branch of the High Court of Justice of the region where the party whose recognition is requested or where the person affected by such awards or decisions has their place of business or residence.

In terms of enforcement, article 44 of the Arbitration Act establishes the Civil Procedure Code as the body of law that shall be applied to enforce foreign arbitral awards.

Accordingly, article 517.2 of the Civil Procedure Code deems an award an appropriate enforcement order under Spanish Law, which can be enforced as long as the period of five years has not elapsed from the time that the arbitral award became final.

In respect of the competent court for proceeding with the enforcement, and pursuant to article 545 of the Civil Procedure Code, the Court of First Instance in the place where the award was rendered is the competent court to enforce such award.

Suspension in the event of application to set aside an award

On the other hand, it is worth noting how the Arbitration Act deals with the recognition and enforcement of awards that have been or are pending to be set aside at the courts of the seat of arbitration.

This scenario is foreseen in article 45 of the Arbitration Act, which states that the award is enforceable even if it is being challenged before the courts of the country where it was rendered. However, as enforcing an award that may end up being invalidated is usually an undesired result, the Arbitration Act allows the court where the enforcement is sought to suspend the proceedings.

Thus, in line with established case law, the challenge of an award at the seat of arbitration is not itself grounds for automatically denying recognition and enforcement of said award. In fact, the court can either stay the proceedings until the annulment decision has been rendered or recognise and enforce the award anyway.

Even though staying proceedings is usually the solution adopted by the courts in such circumstances, when the award is being challenged at the seat of arbitration and the suspension of the enforceability of the award is denied therein, a Spanish court deemed it appropriate to respect such enforceability when there is no other legal encumbrance that prevents the court from ordering the sought enforcement (*Auto núm. 29/2015 de 29 julio de la Sección 1ª del Tribunal Superior de Justicia de Andalucía, Granada – AC 2016\236*).

The fact that the same award is the object of other recognition and enforcement proceedings in other jurisdictions is not grounds for suspending or denying its recognition. The reason is the territorially limited effectiveness of the ruling recognising the award given by the Convention, whose recognition and enforcement system is not opposable *erga omnes*.

In this area, Spain shows itself again to be an advocate of international arbitration effectiveness and its loyalty to strict application of the NY Convention. Proof of this is last year's statistics, which show the trend towards the positive enforcement of foreign arbitral awards in the Spanish jurisdiction, since all recognition and enforcement attempts were granted by Spanish courts.

Investment arbitration

In 2007 and 2008, the Spanish Government promoted a new energy policy in order to help boost investment in the renewable energy industry, by granting subsidies to those choosing to invest in various energy subsectors, principally in photovoltaic energy, but also, to a lesser extent, in solar, thermal and wind energy.

The ambitious reforms, which were enacted with the aim of converting Spain into a world leader in renewable energies which will attract international investors, included a feed-in tariff in the photovoltaic sector, as well as certain tax benefits and soft loans.

However, the severe paralysis of the financial crisis revealed the unsustainability of the system and consequently led to the amendment of the energy policy. The generous incentives given to investors were progressively rolled back in order to contend with the growing Spanish deficit and a legal battle under the provisions of the Energy Charter Treaty (ECT) then ensued against Spain.

Several companies and international investment funds claimed compensation before the international arbitration courts. According to the ECT, the investor can choose from ICSID arbitration, the Stockholm Chamber of Commerce, or *ad hoc* arbitration under UNCITRAL rules. These disgruntled investors claimed that government incentives and subsidy cuts

significantly damaged their renewable energies businesses and were essentially indirect expropriations.

The claims against Spain started in 2011, after the first legislation modifying the special regime for solar energy producers entered into force in 2010. The number of claims rose sharply as new legislative changes were implemented by the Spanish Government in 2013 and 2014, which further reduced incentives. By the first quarter of 2016, some 30 claims (most of which were held before the ICSID court of arbitration) had been filed against Spain, which led Spain to earn the unwelcome title of most sued country in the world.

At present, the outcome of the proceedings remains uncertain as, although the first two awards issued in the first quarter of 2016 were rendered in favour of the Spanish Government, the most recent ICSID decision rendered in May 2017 broke the winning streak and ordered Spain to pay €128 million to a British investor.

According to the information on the first of the awards to be made public at the time of writing (*Charanne B.V. and Construction Investments, S.à.r.l. vs Kingdom of Spain, SCC* 062/2012), the Arbitral Tribunal considered that the claimants had not received any specific commitment regarding the stability of the special regime and could not reasonably expect that the legal framework within which the subsidies were conceded would not be amended, and therefore the changes to the energy policy by the Spanish Government did not affect the investor's legitimate expectations.

As the second of the awards remains confidential (*Isolux Infraestructure BV vs The Kingdom of Spain*) this new award against the interests of the Spanish authorities (*Eiser Infrastructure Limited and Energía Solar Luxembourg S.à.r.l. vs The Kingdom of Spain*) constitutes a major setback for the country in investment arbitration proceedings and creates uncertainty regarding the awards that are still to be rendered.

Therefore, it is difficult to anticipate the result of the upcoming awards, but what is certain is that they will introduce solid case law under the ECT regarding whether or not investors had reasonable and legitimate expectations that were breached as a result of the state's actions.

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Ana joined Pérez-Llorca in April 2014 as a partner, after having practised at a prestigious law firm in Barcelona for 22 years. She has professional experience in civil and commercial litigation, both judicial and arbitral, and her practice focuses on complex issues and matters with international elements, including corporate conflicts, shareholders' agreements, unfair competition and all sorts of contractual conflicts on a broad range of subjects such as agency agreements, distribution, franchising, joint-ventures, engineering, construction, sale and purchase, leasing, supply, services and insolvency law.

Ana has been recommended by various legal directories such as *Chambers Global* and *Chambers Europe* for Dispute Resolution (Band 2) in Spain and (Band 1) in Barcelona. She also features in *The Legal 500* and was recognised by Best Lawyers® as the 2017 Arbitration and Mediation "Lawyer of the Year" in Barcelona.

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Albert joined the Litigation and Arbitration practice at Pérez-Llorca in 2014 after having worked at other renowned law firms in Barcelona.

Albert received a degree in Law (2003) from Universitat de Barcelona and spent his last year studying at Università degli Studi di Firenze (Italy). He also completed a postgraduate degree specialising in civil disputes at Universitat Pompeu Fabra (2004) and obtained a Masters degree in International Business Law (2008) from ESADE.

Albert works in areas of civil, corporate and criminal law. His experience before the courts includes all types of matters in civil and commercial law, specifically in the areas of corporate law, real estate, agency and distribution agreements, banking law and civil liability. In the area of criminal law, he has advised on proceedings regarding economic crimes, workers' health and intellectual property.

Albert also has extensive experience in national and international arbitrations. He has intervened in arbitrations of the International Chamber of Commerce (ICC) or the Civil and Mercantile Court of Arbitration (CIMA), among others.

Albert Poch is listed by the legal directory Best Lawyers® for Insolvency and Reorganization Law and for Litigation.

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