

Professor Stavros Brekoulakis

Professor in International Arbitration Queen Mary University of London & Arbitrator 3 Verulam Buildings (Gray's Inn)

GENERAL PROFILE

Stavros Brekoulakis is a Professor and the Director of the School of International Arbitration at Queen Mary University of London, and an arbitrator at 3 Verulam Buildings (Gray's Inn).

He has been involved in international arbitration for more than 20 years as counsel, academic and expert, and currently serves as arbitrator.

Brekoulakis is widely recognised as a leading authority in the field of international arbitration and has been invited to give the 2026 *Summer Course on Private International Law* at the Hague Academy of International Law.

He is regularly listed in Who's Who Legal: Arbitration, Who's Who Legal: Construction and Who's Who Legal: Thought Leader and, in 2022, was named a Global Elite Thought Leader as one of the 25 most highly regarded arbitrators in the EMEA region and 2% globally. Stavros is praised as "a powerhouse in international arbitration" with "a seemingly encyclopaedic recall of jurisprudence"; "a reigning thought leader in the arbitration space" who is "highly recommended for his impressive experience in commercial and investment arbitration" and has "established a reputation as the goto in arbitration" and "one of the great minds in the international arbitration world"; an "extremely intelligent, hard-working and highly respected arbitrator" who "has a complete command of the applicable law and of best practices in international arbitration" and "stands out as a first-rate arbitrator regularly engaged in matters arising out of major infrastructure projects around the world". He has been shortlisted twice in the past for the Global Arbitration Review (GAR) Best Prepared and Most Responsive Arbitrator Award and received the 2020 GAR Award for Best Public Speech.

Stavros has been appointed in more than 70 arbitrations (investment and commercial) as chairman, sole arbitrator, co-arbitrator and emergency arbitrator under the rules of the *International Chamber of Commerce, London Court of International Arbitration, Stockholm Chamber of Commerce, UNCITRAL Arbitration Rules, Abu Dhabi Commercial Conciliation Arbitration Centre, Danish Institute of Arbitration and Court of Arbitration for Sports.* His professional expertise focuses on arbitrations in major construction and complex infrastructure projects, investment disputes, energy and natural resources projects, post M&A disputes, financial transactions, indemnity and distribution shareholders' agreements, sale of goods contracts, IP contracts and sports disputes.

He serves or has served in several public positions and commissions of trust including being a member of the LCIA Court, ICC Commission on Arbitration, Investment Expert Trade Advisory Group of the UK Department for International Trade, Steering Committee of the UNCITRAL Academic Forum on ISDS, Co-Chair of the ICCA-Queen Mary Task Force on Third Party Funding, Academic Council of the Institute for Transnational Arbitration, Lagos Court of Arbitration, Expert Committee of the Permanent Forum of China Construction Law, Assistant Rapporteur in the International Law Association Committee of International Commercial Arbitration. He is the Editor-in-Chief of CIArb's

International Journal of Arbitration, Mediation and Dispute Management; General Editor of Journal of International Dispute Settlement; Co-editor of Kluwer's International Arbitration Law Library Series; a member of the Editorial Board of the Arbitration International, the ICC Bulletin and the Advisory Board of the Indian Review of International Arbitration.

His academic work includes the leading publications on *Third Parties in International Arbitration* (OUP 2010), Arbitrability (Kluwer 2008), ICCA-Queen Mary Report on Third Party Funding (2018) and numerous publications in leading legal journals and reviews. He is currently leading a major empirical project on ISDS and impartiality; working on a book on *Policies, including Public Policy in English Arbitration Law* (OUP forthcoming); and working at the *Comparative Law and Procedure Project* of the Max Planck Institute Luxembourg.

His academic work has been cited with approval by international arbitral tribunals and national courts in several jurisdictions, including the UK Privy Council, High Court of England and Wales, the US Southern District of New York and the India Supreme Court.

CURRICULUM VITAE

Professor STAVROS BREKOULAKIS

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SELECTED RECENT ARBITRATION WORK

- 1. <u>Chairman</u> under the *UNCITRAL* Rules and the Permanent Court of Arbitration in a multi-million investment treaty arbitration claim arising out of the China-Ghana international investment treaty in relation to a major infrastructure project.
- 2. <u>Co-arbitrator</u> under the *UNCITRAL* Rules and the Permanent Court of Arbitration in a multi-billion investment treaty arbitration claim arising out of the US-Vietnam international investment treaty in relation to a major infrastructure project.
- 3. <u>Chairman</u> under the Rules of *International Chamber of Commerce*, concerning a US\$ 250 million dispute arising out of a contract for the construction of a hydropower plant between a German construction company and a Romanian Employer (seat in Paris, Romanian applicable law).
- 4. <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce* concerning a US\$ 500 million dispute arising out of an engineering subcontract (seat in Doha, law of Qatar).
- 5. <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce* concerning a US\$ 220 million dispute arising out of the construction of a desalination plant in UAE (seat in Dubai, laws of the Emirate of Ras AL Khaimah and UAE federal laws).
- 6. <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce* concerning a US\$ 200 million dispute arising out of a contract for the delivery of crude oil between a State entity and a group of buyers from Switzerland, UK and UAE (seat in Singapore, English applicable law).
- 7. <u>Co-arbitrator</u> under the Rules of *Stockholm Chambers of Commerce* in a US\$ 150 million dispute arising out of the development of a major gas-condensate field in the

- Republic of Uzbekistan between a Malaysian and an Uzbek party (seat in Stockholm, law of Uzbekistan).
- 8. <u>Chairman</u> under the Rules of *London Court of International Arbitration* in a US\$ 260 million dispute arising out of a subcontract for the construction of a desalination plant in Saudi Arabia (seat in London, Saudi applicable law, including Sharia law).
- 9. <u>Chairman</u> under the Rules of *International Chamber of Commerce* arising out of a multi-million concession contract between a Brazilian and a US party (seat in London, English applicable law).
- 10. <u>Sole Arbitrator</u> under the Rules of *Stockholm Chamber of Commerce* concerning a multi-million dispute arising out of a construction project between a Moldovan JV and a State entity (seat in Stockholm, Russian applicable law).
- 11. <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce*, concerning a US\$ 250 million dispute arising out of a turnkey (EPC) contract for the construction of a desalination plant between a UAE party and a Spanish party (seat in Dubai, UAE applicable law).
- ¹². <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce*, concerning a multi-million dispute arising out of the construction of a highway between an international construction consortium and a State entity (seat in Athens, Greek applicable law).
- 13. Sole Arbitrator under the Rules of *International Chamber of Commerce*, concerning a multi-million dispute arising out of a subcontract for the construction of a wastewater treatment plant (FIDIC conditions) between a Romanian party and a German party (seat in Bucharest, Romanian applicable law).
- ^{14.} Chairman in an *ad hoc* arbitration under the *UNCITRAL* Rules concerning a multimillion dispute arising out of a contract for the construction of a transport and road infrastructure project (FIDIC conditions) between an Italian party and a Moldovan party (seat in Paris, Moldovan applicable law).
- 15. <u>Co-arbitrator</u> in a consolidated case under the Rules of *International Chamber of Commerce*, concerning a multi-million dispute arising out of an EPC contract and subcontract between a French, a Spanish and a German party (seat in France, French applicable law).
- 16. <u>Chairman</u> under the Rules of *International Chamber of Commerce* concerning a multi-million dispute arising out of a construction project between a Brazilian and a US party as Claimants, and a Brazilian party as Respondent (seat in New York, Brazilian applicable law).
- 17. <u>Chairman</u> under the Rules of *International Chamber of Commerce*, concerning a multi-million dispute between a German contractor and a Romanian State entity arising out of the construction of a major infrastructure project (FIDIC Rules, seat in Bucharest, Romanian applicable law).
- 18. <u>Chairman</u> under the Rules of *Abu Dhabi Commercial Conciliation and Arbitration Centre*, concerning a multi-million dispute arising out of an engineering project in Kazakhstan between a Turkish engineering company and a UAE contractor (seat in Abu Dhabi, Kazakh applicable law).
- 19. <u>Chairman</u> under the Rules of *International Chamber of Commerce*, concerning a multi-million dispute arising out of a licence and distribution agreement between an Irish and Finnish party (seat in Dublin, Irish applicable law).
- ²⁰. <u>Chairman</u> under the Rules of *London Court of International Arbitration* concerning a dispute arising out of a supply contract between an English and a Lebanese party (seat

- in London, English applicable law).
- 21. Sole Arbitrator under the Rules of London Court of International Arbitration concerning a post M&A dispute between a Singaporean and a Swiss party (seat in London, English applicable law).
- 22. <u>Chairman</u> under the Rules of *International Chamber of Commerce* concerning a post M&A dispute between two Greek parties (seat in Athens, Greek applicable law).
- ^{23.} Chairman under the Rules of *International Chamber of Commerce* concerning a multi-million pharmaceutical dispute between a UK and Swiss Party (seat in Paris, English applicable law).
- ^{24.} Sole Arbitrator under the Rules of *London Court of International Arbitration* concerning a multiparty dispute between a number of Kuwaiti and Swiss parties arising out of an investment agreement (seat in London, English applicable law).
- ^{25.} Sole Arbitrator under the Rules of *London Court of International Arbitration* concerning a dispute arising out of a finance agreement between an English party and a UAE party (seat in London, English applicable law).
- ²⁶. Sole Arbitrator under the Rules of *London Court of International Arbitration* concerning a dispute arising out of a finance agreement between an English and a Swiss party (seat in London, English applicable law).
- ^{27.} Sole Arbitrator under the Rules of *London Court of International Arbitration*, concerning a dispute arising out of a sale of goods contract between an English and a Dutch party (seat in London, English applicable Law).
- 28. <u>Sole Arbitrator</u> under the Rules of *London Court of International Arbitration*, concerning a dispute arising out of a sale of goods contract between a Swiss and a US party (seat in London, English applicable law).
- ^{29.} <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce*, concerning a multi-million dispute arising out of the construction of a major infrastructure project between a multi-national construction consortium and a State entity (seat in Athens, Greek applicable law).
- 30. <u>Chairman</u> under *UNCITRAL Arbitration Rules* concerning a dispute arising out of a contract for the construction of underground natural gas storage between a Polish and Italian party (seat in Warsaw, Polish applicable law).
- 31. <u>Co-arbitrator</u> under the Rules of *London Court of International Arbitration* concerning a post M&A dispute between a BVI party and a US party (seat in London, English applicable law).
- 32. <u>Co-arbitrator</u> under the Rules of *London Court of International Arbitration* concerning a dispute arising out of a finance agreement between a US and a Jordanian party (seat in London, English applicable law).
- 33. <u>Co-arbitrator</u> under the *UNCITRAL Arbitration Rules*, concerning a dispute between an Irish and a Singaporean party arising out of a coal supply contract (seat in London, English applicable law).
- 34. <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce*, concerning a multi-million dispute arising out of a concession contract between a Greek construction company and a State entity (seat in Athens, Greek applicable law).
- 35. <u>Co-arbitrator</u> under the *UNCITRAL Arbitration Rules* concerning a consulting agreement for a major concession contract in Botswana (seat in Johannesburg, applicable law of Botswana)
- 36. <u>Co-arbitrator</u> under the Rules of *London Court of International Arbitration*, concerning a dispute arising out of a carbon credit project development between an

- Australian Bank, and a German, a Chinese and a Swiss company (seat in London, English applicable law).
- 37. <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce* between a German contractor and a State entity arising out of the construction of a major infrastructure project (FIDIC Rules, seat in Bucharest, Romanian applicable law).
- 38. <u>Co-arbitrator</u> under the Rules of *International Chamber of Commerce* concerning a dispute in the field of hospitality between a Cypriot and a Greek party (seat in Cyprus, English applicable law).
- 39. <u>Co-arbitrator</u> under the Rules of *Danish Institute of Arbitration*, concerning a dispute between a Danish and a Greek party arising out of an exclusive distribution agreement (seat in Copenhagen, Danish applicable law).
- 40. <u>Emergency Arbitrator</u> under the Rules of the *International Chamber of Commerce* concerning a post M&A dispute between a Turkish party and a UAE party (seat in Istanbul, Turkish applicable law).
- 41. <u>Co-arbitrator</u> under the Rules of the *Court of Arbitration for Sports* (CAS) concerning a dispute between a tennis player and the Tennis Integrity Unit.
- 42. <u>Co-arbitrator</u> under the Rules of the *Court of Arbitration for Sports* (CAS) concerning a dispute Kuwait football team and a footballer working for a Greek football team.
- 43. <u>Co-arbitrator</u> under the Rules of the *Court of Arbitration for Sports* (CAS) concerning a dispute between two football federations.
- 44. <u>Sole arbitrator</u> under the Rules of the Court of Arbitration for Sports (CAS) concerning a dispute over an agency fee.
- 45. <u>Co-arbitrator</u> under the Rules of the Court of Arbitration for Sports (CAS) concerning an appeal against a decision of the Tennis Integrity Unity.

MEMBERSHIPS & POSITIONS OF TRUST

- Member, 3 Verulam Buildings (Gray's Inn)
- Member, London Court of International Arbitration Court
- Member, International Chamber of Commerce Commission on Arbitration
- Member, Investment Expert Trade Advisory Group of the UK Department for International Trade
- Member, Lagos Court of Arbitration
- Member, ICC Task Force on Emergency Arbitrator
- · Co-Chair, ICCA-Queen Mary Task Force on Third-Party Funding
- Member, Steering Committee of the UNCITRAL Academic Forum on ISDS
- Member, ICC Task Force on the IP Roadmap
- Member, International Law Association Assistant Rapporteur on Int'l Commercial Arbitration Committee
- Member, Chartered Institute of Arbitrators, London
- Member, Court of Arbitration for Sports (CAS)
- Member, Panel of Arbitrators of the Hong Kong Int'l Arbitration Centre
- Member, Organising Committee of the Int'l Arbitration Charity Ball
- Member, Expert Committee of Permanent Forum of China Construction Law
- Member, Practical Law Arbitration Consultation Board
- Member, Advisory Board of the UK Private International Law Group

SELECT PUBLICATIONS

- "Transnational Public Policy in International Arbitration", in Thomas Schultz and Federico Ortino (eds) *Oxford Handbook of International Arbitration* (2020) pp.120-149
- "Third Party Funding in Investment Arbitration" in Chaisse, Choukroune & Jusoh (eds) *Handbook of International Investment Law and Policy* (Springer 2020)
- "The Evolution of Public Policy and Judicial Function in English Law", *Journal of International Dispute Settlement* (2019), Volume 10, Issue 3, pp. 1-24.
- "The Historical Treatment of Arbitration under English Law and the Development of the Policy Favouring Arbitration", *Oxford Journal of Legal Studies*, (2019) Volume 38, Issue 1, pp.1-28.
- Construction Arbitration Guide (2nd Ed, Global Arbitration Review 2018).
- "Rethinking Consent in International Commercial Arbitration: a New Theory on Non-Signatories" *Journal of International Dispute Settlement*, 9(1) (2018) 1-34.
- "Public-Private Arbitration and the Public Interest under English Arbitration" Law, *Modern Law Review*, 80(1) (2017) 22-56.
- The Evolution and Future of International Arbitration (Kluwer 2016)
- "Public Policy in English Arbitration Law" in Centenary Volume for the Charter Institute of Arbitrators (2015).
- "Systemic Bias and the Institution of International Arbitration", *Journal of International Dispute Settlement*, (4) 2 (2013) 1-33 (awarded the 2014 Rusty Park Prize in Int'l Arbitration).
- "International Arbitration Scholarship and the Concept of Arbitration Law", 36 Fordham Journal of International Law, (4) 36 (2013), p.745-788.
- 2012 International Arbitration Survey: Current and Preferred Practices in the Arbitral Process (available at www.schoolofinternationalarbitration.org).
- "Observations on the Limits and Possibilities of Uniform Law," 64 Revue Hellénique de Droit International (2011) pp.804-839.
- Third Parties in International Commercial Arbitration (OUP 2010)
- "Conflict of Jurisdictions in Arbitration: the (diminishing) relevance of the *Lex Arbitri*", in Ferrari & Kroell (eds), *Conflict of Laws & Arbitration* (Sellier 2010).
- "The Interests of Third Parties in Arbitration: Time To Take A Closer Look At The Elephant In The Room", 113 *Penn. St. L. Rev*, (Summer 2009).
- "The UNCITRAL Model Law on International Commercial Arbitration", in *Concise Commentary on International Arbitration Conventions, Laws and Rules* (Kluwer 2015) (Co-author).
- "On Arbitrability: Persisting Misconceptions and New Areas of Concern" essay in edited collection *Arbitrability: International and Comparative Perspectives*, (Kluwer 2009) pp. 19-45.
- "Law Applicable to Arbitrability: Revisiting the Revisited *lex fori*", in *Arbitrability: International and Comparative Perspectives*, (Kluwer 2009) pp. 101-121
- "The Negative Effect of Compétence-Compétence: The Verdict has to be Negative",
 Austrian Arbitration Yearbook (2009) pp. 237-258.
- "Enforcement of Foreign Arbitral Awards: Observations on the Efficiency of the Current System and the Gradual Development of Alternative Means of

- Enforcement", 19 (3-4) American Review of International Arbitration (2008), pp. 415-446
- "The Notion of Superiority of Arbitration Agreements over Jurisdiction Agreements: Time to Abandon It", Volume 24, Number 4 (2007), *Journal of International Arbitration*, pp. 341–363.
- "The Effect Of An Arbitral Award And Third Parties In International Arbitration: Res Judicata Revisited", Volume 16, Number 1 (2005), American Review of International Arbitration, pp.177-209.

LANGUAGES

- English
- Greek
- French (working knowledge)