11th Circuit Holds Arbitrators Have Venue-Setting Authority in International Arbitrations

Alston & Bird asks and answers the question: In an international arbitration, when an arbitration provision is ambiguous about the seat of the arbitration, who resolves the question?

Authors **Andy Tuck** and **Lee Deneen** discuss *Bamberger Rosenheim Ltd. v. OA Development Inc.*, in which the Eleventh Circuit held that interpretation of a venue provision is the arbitrator's prerogative.

They write:

> The federal circuits are split on whether the FAA serves as a proper basis for vacatur of an international arbitration award. In this case, the panel saw "no reason to analyze [Bamberger's] arguments under the New York Convention or [the FAA] separately," since Bamberger's argument was the same for both bases for vacatur. The court stated in a footnote that it "assume[d], without deciding, that [the FAA] applies to the award in the present case."

Read the article.

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