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EGYPTIAN CONFIDENTIAL: AN ANALYSIS OF CONFIDENTIALITY IN THE EGYPTIAN ARBITRATION SYSTEM

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EGYPTIAN CONFIDENTIAL:
AN ANALYSIS OF CONFIDENTIALITY IN THE EGYPTIAN ARBITRATION SYSTEM

By
Kayla B. Snowberger*

I. INTRODUCTION

Confidentiality in Arbitration: The Case of Egypt, by Mariam M. El-Awa,¹ addresses two of the most popular reasons why arbitration can be preferable to traditional litigation: privacy and confidentiality. Through her research, El-Awa² intends to analyze the importance of confidentiality in the Egyptian arbitration system and the duty to maintain confidentiality during arbitral proceedings. El-Awa seeks to locate the source of the duty and determine whether the duty derives from law or custom.

El-Awa explains that since the current literature on confidentiality shows a lack of consensus among scholars,³ and the topic has not “received much attention in Arabic jurisprudence,” she conducted interviews with various legal professionals, seeking their thoughts and opinions about several arbitration-related topics.⁴ El-Awa disperses comments from these interviews throughout the book, which consists of four relatively long chapters.

Though each chapter is approximately fifty pages long, El-Awa breaks the topics into smaller subsections. Each chapter begins with an abstract, as well as an introductory section to prime the reader. Additionally, each chapter has a “Conclusion” section. In a few paragraphs, El-Awa summarizes the content of each chapter, helping to reiterate the main points. Readers may find the conclusions of the second, third, and final chapter of the book to be especially helpful for review of the material because these conclusions include a succinct summation of the materials within each chapter. This Article will address each of the four chapters, including El-Awa’s conclusions, and will conclude with a more comprehensive critique of the book. Overall, El-Awa’s book provides thoughtful, well-researched commentary about her home country’s arbitration system. However, some parts of the book could have been better organized to facilitate reader understanding. For

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¹ MARIAM M. EL-AWA, *CONFIDENTIALITY IN ARBITRATION: THE CASE OF EGYPT* (2016). Mariam El-Awa is an architect and attorney; she currently practices law in Cairo, Egypt. El-Awa earned her Ph.D. from King’s College London in Arbitration. El-Awa has legal experience in arbitration, contract law, and construction law and has published various works, in both English and Arabic, on a variety of topics related to arbitration. See *Confidentiality in Arbitration*, SPRINGER, <http://www.springer.com/us/book/9783319391212#aboutAuthors> (last visited Nov. 9, 2016).

² EL-AWA, *supra* note 1, at vii.

³ *Id.* at 3.

⁴ *Id.* at 40.

example, a significant portion of each chapter is devoted to background information unrelated to confidentiality, El-Awa's main focus. For those interested in learning about foreign legal processes, though, this book would provide a useful introduction to arbitration in Egypt.

II. CHAPTER ONE: BACKGROUND INFORMATION AND BASIC TERMINOLOGY

El-Awa begins the book by addressing the scope of her research and giving the reader background information. Throughout the course of the book, El-Awa seeks to answer three substantive questions. First, El-Awa considers whether Egyptian arbitration law requires that arbitration be private and confidential and, if so, which "arbitration elements" are subject to the duty.⁵ Second, El-Awa seeks to determine whether the strong link between arbitration and the judiciary negates an assumption of confidentiality and privacy.⁶ Finally, if there is no codified law on confidentiality, El-Awa's goal is to determine the legal basis for concluding arbitration is private and confidential.⁷ In this introductory chapter, El-Awa also acknowledges the limitations of her research.⁸

A. Overview of the Egyptian Legal System

After presenting her objectives, El-Awa introduces readers to Egypt's legal system in a broad overview. This is a valuable part of the introductory chapter since some readers may be unfamiliar with Egyptian law. The Egyptian legal system is hierarchical, and El-Awa describes it as follows: "[T]he more the will of the people is reflected in the drafting and legislative process the higher the status of the legislative document."⁹ Thus, the Constitution¹⁰ occupies the top of the hierarchy and is followed by the laws and codes, which are the primary source of legal rules, and executive by-laws and ordinances.¹¹

⁵ EL-AWA, *supra* note 1, at 3.

⁶ *Id.*

⁷ *Id.*

⁸ *Id.* at 4 (explaining that this book does not address any contractual duty of confidentiality. Additionally, El-Awa does not address confidentiality in investment arbitration. According to El-Awa, investment arbitration differs from commercial arbitration in terms of ". . . nature, origin, objectives, and the prevailing rules and principles. . . ." and would have negatively affected the scope of her research).

⁹ *Id.* at 5.

¹⁰ See *Constitutional History of Egypt*, CONSTITUTIONNET, <http://www.constitutionnet.org/country/constitutional-history-egypt> (last visited May 17, 2017) (explaining that in times of political unrest or turmoil, which are unfortunately frequent, the Egyptian constitution has been suspended. In the past five years alone, Egypt has been governed by three different constitutions).

¹¹ EL-AWA, *supra* note 1, at 5.

El-Awa then introduces readers to arbitration in Egypt and provides a brief historical summary.¹² This summary is helpful because it illustrates the evolution of Egyptian arbitration law. The first Egyptian arbitration laws were codified in 1883 as part of the Ottoman Decree of 13/11/1883,¹³ in which an entire chapter was devoted to arbitration.¹⁴ Legislators did not codify any other arbitration laws until Law. No. 77 in 1949.¹⁵ During this time, arbitration was heavily disfavored; many legal scholars of the period expressed skepticism of arbitration.¹⁶ In 1957, Mohamed Al-Ashmawy expressed that arbitration was a “risky system” that “deviat[ed] from the right path . . .”¹⁷ Though arbitration was sometimes still used, the generally unfavorable treatment of arbitration persisted for several decades. Even today, some Egyptians are uneasy about the Western influence on arbitration.¹⁸ However, legislators became increasingly aware of the need for a more “arbitration-friendly environment” because arbitration would provide a more private, efficient forum for dispute resolution among foreign investors.¹⁹

In 1994, Egypt adopted the UNCITRAL Model Law (Model Law), which includes provisions about arbitration, and amended its provisions to suit the needs of the country.²⁰ Unlike the Model Law in its original form, Egypt’s version, the Law on Arbitration in Civil and Commercial Matters (also referred to as the “New Law”) applies to both international

¹² EL-AWA, *supra* note 1, at 6.

¹³ *Id.*

¹⁴ *Id.* at 7 (iterating that these codified arbitration laws were also the very first of their kind among the Arab nations); *see also* Mark S. W. Hoyle, *The Mixed Courts of Egypt: An Anniversary Assessment*, 1 ARAB L. Q. 60, 66-67 (1985) (discussing the 1883 Commercial Code and commenting that the practice of arbitration continues, though procedures have changed since 1883).

¹⁵ EL-AWA, *supra* note 1, at 7.

¹⁶ *See* GARY B. BORN, INTERNATIONAL COMMERCIAL ARBITRATION 68 (2d. ed. 2014) (commenting that judicial hostility towards arbitration has often been “cyclical” and wanes in light of superseding business interests).

¹⁷ MOHAMED AL-ASHMAWY, PRINCIPLES OF THE LAW OF PROCEDURE IN EGYPTIAN LEGISLATION 290 (1957); *see also* EL-AWA, *supra* note 1, at 7 n.22 (commenting that Al-Ashmawy, who passed away in 1967, was a professor at Cairo University, an appellate judge, and a member of the drafting committee for the Civil Procedural Code of 1949. Al-Ashmawy is still highly respected in Egypt and is considered the father of Egyptian procedural law).

¹⁸ *See* WILLIAM W. PARK, ARBITRATION OF INTERNATIONAL BUSINESS DISPUTES: STUDIES IN LAW AND PRACTICE 8-9 (Oxford Univ. Press, 2006) (commenting that some scholars still dislike the “Americanization” of arbitration, particularly in reference to “aggressive litigation tactics” and costly discovery practices in international arbitration. However, the United States has also been influenced by global standards by requiring arbitrators to be independent even if they are appointed by one of the parties to the arbitration).

¹⁹ EL-AWA, *supra* note 1, at 8.

²⁰ *Id.* at 10.

and domestic arbitrations and also includes an express provision regarding a duty of confidentiality in arbitral proceedings.²¹

B. Confidentiality And Privacy in Arbitration, Generally

The distinction between the concepts of “confidentiality” and “privacy” is rather recent in the context of arbitration law; previously, the terms were used interchangeably.²² El-Awa defines each separately, since she addresses both frequently during the course of her book. El-Awa defines privacy as the exclusion of third parties from attending arbitral hearings.²³ Privacy applies only to the arbitral hearing, rather than all stages of arbitration.²⁴ Conversely, confidentiality applies to all stages of the arbitral process and is defined as “access to arbitration information and documents [] limited to a number of persons who need to access it for the purpose of the arbitration.”²⁵ El-Awa stresses the importance of distinguishing between the two concepts and defines the five elements of confidentiality and privacy as legal duties. The elements are: 1) who has the duty;²⁶ 2) what items are covered by the duty;²⁷ 3) how long the duty lasts;²⁸ 4) any exceptions to the duty;²⁹ and 5) consequences for breaching the duty.³⁰

²¹ EL-AWA, *supra* note 1, at 10 (mentioning that no preceding Egyptian arbitration law had ever addressed a duty of confidentiality. Additionally, there had never been a requirement that arbitral hearings be private); *see also* Marshall J. Berger & Shelby R. Quast, *International Commercial Arbitration: A Case Study of the Areas Under Control of the Palestinian Authority*, 32 CASE W. RES. J. INT’L L. 185, 207-08 (2000) (reiterating that the New Law applies in domestic and international arbitration and noting that Egypt has experienced an increase in foreign investment since the adoption of the New Law).

²² EL-AWA, *supra* note 1, at 16 (stating that “[I]n light of recent scholarly interpretations, in the context of arbitration hearings, the term confidentiality should not be used to denote privacy. The term private or privacy, as opposed to publicity in court hearings, is more accurate and in conformity with the international terminology on this issue.”); *see also* HAMZA HADDAD, *ARBITRATION IN ARABIC LAWS* 300 (2008) (stating that “Confidentiality means that arbitral hearings are exclusive to the arbitral tribunal and the parties . . . any other persons cannot attend without the parties’ consent and the tribunal’s as well.”).

²³ EL-AWA, *supra* note 1, at 14.

²⁴ *Id.* at 15.

²⁵ *Id.*

²⁶ *Id.* at 17 (iterating that the duty can apply to anyone involved in the arbitration process).

²⁷ *Id.* (explaining that documents and deliberations are examples of items covered by the obligation).

²⁸ EL-AWA, *supra* note 1, at 17 (commenting that the obligation begins as soon as the arbitral process starts and ends after the final award has been determined).

²⁹ *Id.* at 18 (providing an example of an exception: public policy).

³⁰ *Id.* (commenting that among the legal community, a debate has been ongoing in regards to the consequences for a breach of the duty of confidentiality. The question remains as to whether breach taints

El-Awa ends the substantive material of this chapter by engaging in a brief comparative overview of the duty of confidentiality across various jurisdictions.³¹ Some countries, including Australia, Sweden, and the United States, have rejected the notion of requiring a duty of confidentiality as a matter of law.³² Switzerland has not yet addressed privacy or confidentiality on any legal basis.³³ England recognizes confidentiality,³⁴ and France's long-held tradition of confidentiality in arbitration was officially codified in 2011.³⁵ New Zealand also recognizes a duty and extensively covers confidentiality in the New Zealand Arbitration Act.³⁶

El-Awa briefly discusses confidentiality in Arab nations. In the Arab region (encompassing Egypt, Syria, Jordan, and several other countries) there is a belief that arbitration must be confidential.³⁷ However, pinpointing a legal basis for that belief has proven difficult.³⁸ Though this particular section was informative and helpful, its placement towards the end of the chapter interrupted the topical flow of the chapter and caused an awkward shift away from the focal point: Egyptian law.

To conclude this chapter, El-Awa provides a brief outline of each of the three subsequent chapters in the book.³⁹ El-Awa also explains her methodology and how she gathered the research for this book.⁴⁰ El-Awa looked to legislation and court cases, as well

the award, resulting in the need for vacatur of the award, or if imposing a civil liability on the breaching party is sufficient. El-Awa revisits this topic later in the book).

³¹ EL-AWA, *supra* note 1, at 18.

³² *Id.* at 19. *See also International Arbitration Act 1974* (Cth) (Austl.); The Swedish Arbitration Act (SFS 1999:116); Federal Arbitration Act of 1925, 9 U.S.C. §§ 1 – 16; Laura A. Kaster, *Confidentiality in U.S. Arbitration*, 5 N.Y. DISP. RES. LAW. 23, 25 (2012) (explaining that, though the Federal Arbitration Act is largely silent about the topic of confidentiality, four states (Arkansas, Missouri, California, and Texas) have statutory protections for arbitration communications. Some other states also have statutory provisions that impose a duty of confidentiality in specific types of arbitration cases).

³³ EL-AWA, *supra* note 1, at 29; *see also Private International Law Act* (c. 12/1987) (Switz.).

³⁴ EL-AWA, *supra* note 1, at 24; *see also Arbitration Act 1996* (c. 23/1996) (Eng.).

³⁵ EL-AWA, *supra* note 1, at 27; *see also CODE DE PROCÉDURE CIVILE* [C.P.C.] [CIVIL PROCEDURE CODE] art. 1464 (Fr.) (iterating that “Subject to legal proceedings, and unless otherwise agreed by the parties, arbitral proceedings shall be confidential.”).

³⁶ EL-AWA, *supra* note 1, at 28; *see also Arbitration Act 1996* (Act No. 99/1996) (N.Z.).

³⁷ EL-AWA, *supra* note 1, at 35.

³⁸ *Id.* at 35-36.

³⁹ *See id.* at 39-40.

⁴⁰ *Id.* at 38.

as literature on her topic.⁴¹ This topic has not often been addressed in Arabic jurisprudence, so El-Awa opted to conduct interviews with professionals to supplement the research.⁴²

El-Awa interviewed judges, law professors, arbitrators, and administrators involved in various stages of the arbitral process.⁴³ El-Awa chose from three sets of questions depending upon her interviewee; the Appendix contains these questions.⁴⁴ The first set of questions involved definitions of confidentiality and privacy in arbitration. Only judges received the second set of questions, which involved procedural questions. The third set of questions, given only to arbitrators, included arbitration-specific questions.⁴⁵ El-Awa is very thorough in her description of her methodology, and the outline at the end of the chapter primes the reader for the material that is addressed in the subsequent chapters.

III. CHAPTER TWO: PRIVACY AND CONFIDENTIALITY IN EGYPTIAN ARBITRATION

In the second chapter of the book, El-Awa addresses her research questions and revisits the difference between confidentiality and privacy, as discussed briefly in the first chapter. First, El-Awa guides the reader through an overview of privacy in Egyptian arbitration.⁴⁶ Second, El-Awa analyzes privacy and confidentiality as separate obligations in arbitration.⁴⁷ Finally, El-Awa discusses confidentiality in Egyptian arbitration through the lens of specific arbitration laws and also incorporates the opinions of practitioners in the Egyptian arbitration community.⁴⁸

A. Privacy in Egyptian Arbitration

To begin, El-Awa addresses the opinions of arbitration scholars and her interviewees regarding confidentiality and privacy, particularly Gary Born.⁴⁹ Born's definition of "privacy" is similar to El-Awa's definition from the first chapter: privacy

⁴¹ *Id.* at 40.

⁴² EL-AWA, *supra* note 1, at 40.

⁴³ *Id.*

⁴⁴ *Id.* at 201.

⁴⁵ *Id.* at 40.

⁴⁶ *Id.* at 48.

⁴⁷ EL-AWA, *supra* note 1, at 58.

⁴⁸ *Id.* at 63.

⁴⁹ See Gary Born, WILMERHALE, https://www.wilmerhale.com/gary_born/ (last visited May 17, 2017) (providing an overview of Born's publications and work experience); see also GARY BORN, INTERNATIONAL COMMERCIAL ARBITRATION 2251-52 (2009).

protects arbitrating parties from third-party interference.⁵⁰ Born defines “confidentiality” as an obligation not to disclose information relating to the arbitration proceeding to third parties and the prohibition of third-party attendance to arbitral hearings.⁵¹ Noting the overlap in these definitions, El-Awa decides to consider the obligation to exclude third parties from the hearings as an obligation related to privacy, rather than confidentiality.⁵² However, El-Awa does not elaborate as to why she believes this particular obligation is one of privacy and leaves readers wondering about her rationale.

Next, the chapter proceeds with El-Awa’s analysis of privacy and confidentiality as separate obligations.⁵³ El-Awa discusses privacy in the law and in legal practice in Egypt. Egypt’s arbitration law is silent concerning the concept of privacy,⁵⁴ but El-Awa argues privacy could be considered an integral part of arbitration by looking to custom.⁵⁵ El-Awa asked some of her interview subjects for their thoughts regarding privacy as a custom in arbitration. A “vast majority of [the] interviewees” felt privacy was, indeed, a custom in arbitration.⁵⁶ Mohamed El-Awa commented, “This custom—absent provision or agreement—is the source of the rule of privacy in arbitration hearings.”⁵⁷ Others disagreed. Professor El-Kosheri,⁵⁸ an arbitrator, stated “the fact that a breach of privacy is not a valid ground to annul [an] award makes me hesitant to say it is a custom.”⁵⁹

⁵⁰ BORN, *supra* note 49, at 2251-52.

⁵¹ *Id.*

⁵² EL-AWA, *supra* note 1, at 45.

⁵³ *Id.* at 44; *see also* Amy J. Schmitz, *Untangling the Privacy Paradox in Arbitration*, 54 U. KAN. L. REV. 1211, 1211-12 (2006) (agreeing that privacy and confidentiality are distinct from one another. Schmitz argues that arbitration is private because it is a closed forum but is not confidential because information revealed during the course of the arbitration can become public. Schmitz further argues that because the terms “private” and “confidential” are so often confused, parties could potentially be misguided while contracting for arbitration).

⁵⁴ EL-AWA, *supra* note 1, at 48.

⁵⁵ *Id.* at 49.

⁵⁶ *Id.* at 50.

⁵⁷ *Id.* at 49.

⁵⁸ *See Ahmed El-Kosheri, Curriculum Vitae*, KOSHERI, RASHED & RIAD, <http://www.krr-law.com/assets/det-ver-of-dr-ahmed-cv.pdf> (last visited May 17, 2017) (detailing professional accomplishments of Professor Ahmed El-Kosheri, a practicing attorney and arbitrator who has authored more than 50 publications, in French and English, about international arbitration and various topics related to Egyptian law).

⁵⁹ EL-AWA, *supra* note 1, at 50.

Though the chapter mainly focuses on Egypt, El-Awa also briefly mentions privacy in Syria, Saudi Arabia, and Yemen.⁶⁰ El-Awa then poses a question to her interviewees regarding their belief about what consequences should stem from a breach in privacy.⁶¹ A majority of the interviewees believed a breach should result in civil liability, but a few advocated for vacatur of the arbitral award.⁶² El-Awa seems to agree with the majority that privacy is a custom in arbitration, but she mentions that she has no knowledge of any case wherein a breach of privacy, on its own, was sufficient grounds for the nullity of an award.⁶³ This seems to suggest that this custom of privacy is not codified as a law.

B. Confidentiality in Egyptian Arbitration

El-Awa next investigates confidentiality in Egypt and begins by taking a closer look at the Arbitration Law of Egypt.⁶⁴ El-Awa focuses on Arbitration Law No. 27 of 1994.⁶⁵ Specifically, she examines Article 44/2, the only provision dealing directly with confidentiality.⁶⁶ The text of the statute states: “[t]he arbitral award may not be published in whole or in part except with the approval of the parties.”⁶⁷ The arbitral award is specifically addressed in the statute to thwart any potential confusion among those who may not be familiar with arbitration and might confuse arbitration with judicial proceedings. Traditional court judgments are published, but arbitral awards cannot be published unless the arbitrating parties give consent.⁶⁸

⁶⁰ EL-AWA, *supra* note 1, at 53-56.

⁶¹ *Id.* at 57.

⁶² *Id.*

⁶³ *Id.* at 58; *see also* Alexis C. Brown, *Presumption Meets Reality: Exploration of the Confidentiality in International Commercial Arbitration*, 16 AM. U. INT’L L. REV. 969, 1014–17 (2001) (agreeing that the case law regarding breach of confidentiality in arbitrations is slim. Brown also discusses a few possible consequences from arbitrator breach, such as personal liability and termination of contract. El-Awa’s conclusion that breach of confidentiality, alone, is insufficient to nullify an arbitral award echoes Brown’s statement along the same lines. In Brown’s opinion, “any duty of confidentiality is meaningless if it can be violated without consequence.”).

⁶⁴ EL-AWA, *supra* note 1, at 59.

⁶⁵ *Id.*

⁶⁶ *Id.*

⁶⁷ EGYPT - OFFICIAL GAZETTE, FOREIGN LAW GUIDE (Marci Hoffman ed.), http://dx.doi.org.ezaccess.libraries.psu.edu/10.1163/2213-2996_flg_COM_067406 (last visited May 17, 2017); *see also* *Egypt: Law No. 27 of 1994*, 10 ARAB L. Q. 46 (2001) (containing a copy of the text of the arbitration law).

⁶⁸ EL-AWA, *supra* note 1, at 63.

Various scholars have discussed how far the duty of nonpublication extends.⁶⁹ Some advocate for a permissive interpretation of Article 44/2, arguing that the statute only prohibits the publication of “complete” arbitral awards, or awards that contain information with enough specificity to identify the parties.⁷⁰ These scholars believe that the publishing of redacted versions of arbitral awards would not constitute a breach of confidentiality.⁷¹ El-Awa seems to agree that publishing redacted awards is acceptable because she states that the “publication of redacted awards contributes to scholarly discussions on the various legal matters addressed in arbitration . . . [because] arbitration is the first means sought to resolve disputes as an attractive alternative to lengthy court proceedings.”⁷²

Though opinions differ regarding the publication of awards, there is a general consensus that deliberations between the arbitrators should be largely secretive.⁷³ The Arbitration Law of Egypt is silent on the manner in which deliberations should be conducted, but El-Awa notes that arbitration is a specific civil procedure and thus infers that the Egyptian Civil Procedure Code, which applies to judges, can be used as a gap filler in arbitration laws regarding secrecy in deliberation.⁷⁴ Here, El-Awa makes a logical inference. Judges have a duty to deliberate in secret, and this duty can also be applied to arbitrators due to the “judicial nature of arbitration.”⁷⁵ Interestingly, despite these legal provisions, the most reported type of confidentiality breach is that of a breach during deliberations, where confidential information was disseminated outside of the deliberations.⁷⁶ El-Awa mentions that at least six of her interviewees had personally witnessed a breach during deliberations.⁷⁷ If El-Awa had elaborated on the interviewees’

⁶⁹ See Hans Smit, *Breach of Confidentiality As A Ground for Avoidance of the Arbitration Agreement*, 11 AM. REV. INT’L ARB. 567, 568 (2000) (looking at confidentiality and nonpublication through the lens of some Swedish court decisions and comprehensively analyzing breaches of confidentiality). In one opinion from the Svea Court of Appeal, Sweden, *A.I. Trade Finance Inc. v. Bulgarian Foreign Trade Bank* (Svea App. 1999), reproduced in 14(4) Int’l Arb. Rep. at A-1 (1999), the court addressed publication of arbitral information and opined that assessment of the kind of information that was published was important. The court also looked to factors such as whether the reason for publication could be justified, the extent to which the other party would be damaged by publication, and whether the information was published solely to harm the other party.

⁷⁰ EL-AWA, *supra* note 1, at 68-69.

⁷¹ *Id.*

⁷² *Id.* at 69.

⁷³ *Id.* at 72.

⁷⁴ *Id.* at 73.

⁷⁵ EL-AWA, *supra* note 1, at 73.

⁷⁶ *Id.* at 78.

⁷⁷ *Id.*

experiences, the reader may have found these personal accounts to be more illustrative of this kind of breach.

El-Awa also discusses dissenting opinions, sometimes considered a form of breach, in this chapter.⁷⁸ In a way, dissenting opinions could be said to be a breach of confidentiality because dissenting opinions often disclose details of the arbitral deliberations and show where arbitrators disagreed.⁷⁹ Despite this, Egyptian law allows for dissenting opinions in arbitrations.⁸⁰ Ultimately, El-Awa does not think that dissents can be considered a breach, but rather should be considered a limitation on the duty of confidentiality.⁸¹ The author does not further explain her rationale; more insight from El-Awa may have made this brief discussion more meaningful to the reader.

El-Awa concludes that, among the Egyptian arbitration community, a general duty of confidentiality does exist, though practitioners express differing opinions of what the duty entails. Based on her findings, El-Awa concludes that there are three “core” elements of confidentiality: 1) secrecy in deliberations; 2) privacy during arbitral hearings; and 3) confidentiality of the final award.⁸² Though El-Awa tried to separate confidentiality from privacy, she acknowledges that the two concepts are still largely intertwined.⁸³ The reader may find that, despite El-Awa’s efforts to keep confidentiality and privacy separate, the discussions of each of those topics seem somewhat repetitive.

IV. CHAPTER THREE: PRIVACY AND CONFIDENTIALITY IN THE JUDICIAL SYSTEM

While the second chapter examined Egyptian arbitration from a broader perspective, the third chapter discusses the *Public Trial* rule of Egypt,⁸⁴ a judicial law, and its relevance in arbitration proceedings.⁸⁵ Though El-Awa introduces the Public Trial rule

⁷⁸ EL-AWA, *supra* note 1, at 79.

⁷⁹ *Id.* at 86.

⁸⁰ *Id.* at 87; *see also* Pedro J. Martinez-Fraga & Harout Jack Samra, *A Defense of Dissents in Investment Arbitration*, 43 U. MIAMI INTER-AM. L. REV. 445, 450-54, 476 (2012) (explaining that dissenting opinions are strongly defended in the American arbitral system. Martinez-Fraga and Samra, attorneys at DLA Piper, discuss America’s rich history of dissenting opinions, address common criticisms of dissents and defend dissents. The authors also state that: “Dissents will play an important role in the continued development of international arbitration.”).

⁸¹ EL-AWA, *supra* note 1, at 87.

⁸² *Id.* at 96.

⁸³ *Id.*

⁸⁴ *Id.* at 106 (quoting the Public Trial rule: “Court hearings are public, unless the court orders that they be held in secrecy subject to consideration of public order or morals.”).

⁸⁵ *Id.* at 97.

on the first page of the chapter, she does not provide the text of the statute until nine pages later.⁸⁶ The reader may have been provided with better context if El-Awa had quoted the statute when it was first mentioned.

El-Awa examines the Public Trial rule and the extent to which it is applied in the judicial system. She also hopes to answer the question of whether various parts of the arbitral process should be “subjected to the same level of publicity as their counterparts in the judicial system.”⁸⁷ El-Awa argues that the rule of publicity cannot automatically extend to arbitrations.⁸⁸

El-Awa notes that there are key differences in the powers and functions of judges and arbitrators, though arbitrators and judges are frequently compared.⁸⁹ El-Awa’s comparisons between arbitrators and judges will be especially helpful to those who are less familiar with arbitration. The roles of arbitrators and judges differ, as an arbitrator issues awards rather than legal decisions.⁹⁰ Additionally, judges and arbitrators receive their authority from differing sources. A judge receives jurisdiction through the law, whereas the arbitrator is given jurisdiction through the agreement of the parties involved; in agreeing to arbitrate, the parties give the arbitrator authority to resolve the dispute and divest the court of its jurisdiction to hear the matter.⁹¹ These, however, are basic distinctions, according to El-Awa, so she is more interested in two specific differences between judges and arbitrators and explains them to readers.

The first difference is the extent to which arbitrators must follow state court procedures. El-Awa iterates that academics generally believe that an arbitrator can adopt any procedure he or she deems appropriate if the parties do not specify one themselves.⁹² Conversely, judges are bound by precedent and general rules regarding procedures.⁹³ The second specific distinction between judges and arbitrators in Egypt is that arbitrators cannot

⁸⁶ See EL-AWA, *supra* note 1, at 106.

⁸⁷ *Id.* at 99.

⁸⁸ *Id.*

⁸⁹ *Id.* at 102-03.

⁹⁰ *Id.* at 103; see also *Egypt: Legal Framework for Arbitration*, LIBRARY OF CONGRESS, <https://www.loc.gov/law/help/arbitration/egypt.php> (last visited May 17, 2017) (providing general information regarding arbitration and the judicial process in Egypt).

⁹¹ EL-AWA, *supra* note 1, at 103.

⁹² *Id.* at 104; see also James J. Sentner, Jr., *Arbitrator Discretion: Should it be Restricted by Party Stipulation of Governing Procedural Rules?*, 62 DISP. RES. J. 77, 78-79 (2007) (stating that “When no procedural rules are incorporated in the arbitration clause . . . the tribunal steps in to fill the gap . . . possibly with no limitations on their discretion or with their discretion limited only by the arbitration or procedural law of the seat of the arbitration.”).

⁹³ EL-AWA, *supra* note 1, at 103.

compel witnesses or parties to testify during proceedings.⁹⁴ An arbitrator or arbitral tribunal must seek assistance from the state court in order to compel a witness to testify on a particular matter.⁹⁵ So, while arbitrators have considerable power, much of this power depends upon the cooperation of those involved with the arbitration. An arbitrator's power is derived from "party autonomy," not law.⁹⁶

Trial publicity promotes transparency in the administration of justice⁹⁷ by allowing the public to scrutinize the way in which the judiciary makes decisions. Arbitrations are not subject to the same public scrutiny as trials.⁹⁸ In contrast to public trials, where the same judge hears many cases, a different arbitrator or arbitral tribunal is appointed for each dispute submitted to arbitration.⁹⁹ Further, an Egyptian arbitration is less adversarial than a trial; "amicable settlement and compromise are fundamental constituents of arbitration."¹⁰⁰

Though the Public Trial principle seems largely inapplicable to arbitration, El-Awa analyzes the rule as a legal provision and looks for any particular procedures that may be relevant to arbitration proceedings.¹⁰¹ One procedure the author examines is document access.¹⁰² Members of the public seeking to review confidential case documents must submit a request to the presiding judge.¹⁰³ In an arbitration proceeding, only the arbitrating parties have the authority to give third parties access to arbitration documents.¹⁰⁴ Administrative personnel in an arbitration, in comparison to court personnel, are more restricted in their access to documents.¹⁰⁵ Because of the heightened restrictions to document access in arbitrations, El-Awa opines that the possibility of a breach of confidentiality is greater in a court than in an arbitration, despite the duty of confidentiality

⁹⁴ *Id.* at 105.

⁹⁵ EL-AWA, *supra* note 1, at 105.

⁹⁶ *Id.*

⁹⁷ *Id.* at 107.

⁹⁸ *Id.* at 108.

⁹⁹ *Id.* at 109.

¹⁰⁰ EL-AWA, *supra* note 1, at 109.

¹⁰¹ *Id.* at 110.

¹⁰² *Id.* at 113.

¹⁰³ *Id.* (noting that court judgments, however, can be attained without filing a request to the head of the court. Anyone can obtain a copy of a court judgment at minimal charge).

¹⁰⁴ *Id.*

¹⁰⁵ EL-AWA, *supra* note 1, at 114.

in both.¹⁰⁶ This conclusion seems logical because more people are involved in court proceedings,¹⁰⁷ increasing the chance that someone may disseminate confidential information at any stage of the proceedings.

Parties in court cases may not waive publication of court proceedings because publicity is “essential to confirm the image of justice in the public’s view.”¹⁰⁸ El-Awa notes that summary judgment is the only exception to this rule on publicity.¹⁰⁹ Summary judgment is not final and can be overturned during a trial if the case continues.¹¹⁰ El-Awa reiterates that this cannot apply to arbitral awards because awards are only published when both parties consent.¹¹¹ Arbitration does not yield to any pressures from public opinion.¹¹²

El-Awa ends this chapter with a discussion of her conclusions about the Public Trial rule. Because the Public Trial rule does not apply to arbitration, El-Awa believes the legal basis of a duty of privacy is still missing.¹¹³ The reader may be surprised by how quickly the author disposes of the Public Trial rule and may wonder why El-Awa devoted so much energy to pursuing the rule at all. As she approaches the end of the book, El-Awa returns to her first research question: “[I]s arbitration private and confidential, if so what is the legal basis for these duties?” El-Awa then attempts to answer this question in the fourth and final chapter.¹¹⁴

¹⁰⁶ *Id.* at 113-14.

¹⁰⁷ EL-AWA, *supra* note 1, at 114-16 (noting that the public generally has access to court proceedings, but not arbitrations).

¹⁰⁸ *Id.* at 134.

¹⁰⁹ *Id.*

¹¹⁰ *Id.*

¹¹¹ *Id.*

¹¹² See Cindy G. Buys, *The Tensions Between Confidentiality and Transparency in International Arbitration*, 14 AM. REV. INT’L ARB. 121, 136-37 (2003) (asserting that public opinion is valuable and advocating for a balance between confidentiality and transparency in arbitration. Buys provides six rationales to support her position. First, publication of awards would lead to greater consistency in arbitration law. Second, the publication of awards will lead future parties to potentially avoid disputes by learning from the mistakes of parties who have already arbitrated. Third, consumers and corporate shareholders benefit from published awards because they are able to evaluate the outcome of the arbitration. Fourth, the publication of awards might make them more likely to be enforced if the public is better able to assess the fairness of arbitration. Fifth, dispute resolution procedures can be improved if academics and scholars are able to more easily access information about those procedures. Finally, if awards are published, parties will be better able to assess whether certain arbitrators would be appropriate for their proceedings).

¹¹³ EL-AWA, *supra* note 1, at 147.

¹¹⁴ *Id.*

V. CHAPTER FOUR: CONFIDENTIALITY AND PRIVACY IN THE EGYPTIAN LEGAL SYSTEM

In the concluding chapter, El-Awa addresses the legal duties prescribed by the laws of Egypt.¹¹⁵ She categorizes these duties as either an application of constitutional principle or an exception.¹¹⁶ El-Awa seeks to determine which law or legal principle mandates that individuals maintain confidentiality in arbitration. Additionally, El-Awa discusses the right to privacy and the extent to which the Egyptian constitution recognizes and protects confidentiality.¹¹⁷

A. *The Right to Privacy: Civil Protection*

According to El-Awa, the right to privacy is “the entitlement of every person to have his private life protected from intrusion.”¹¹⁸ All persons, then, have an obligation not to interfere with the private life of others. The “private life” is the protected entity. Though scholars agree that private life is protected from third party interference, “private life” lacks a “universal exclusive definition.”¹¹⁹

Interestingly, though privacy is valued by most citizens, “private life” was never mentioned in an Egyptian constitution until 1971 in Article 45.¹²⁰ Afterward, the privacy of individuals was protected from not only individual interference, but from governmental interference as well.¹²¹ The Constitution of 2012 further expanded private protections by stating “the private life of citizens is inviolable, and its confidentiality is guaranteed.”¹²² El-Awa voiced a strong preference for this version because the 2014 version currently in effect “quite unfortunate[ly]” redacted the specific mention of “confidentiality.”¹²³

Though the constitutional provision seeks to prevent invasions of individual privacy, the constitutional drafting committee was cognizant that intrusions would likely still occur and believed that providing compensation to those who have been wronged was

¹¹⁵ EL-AWA, *supra* note 1, at 149.

¹¹⁶ *Id.*

¹¹⁷ *Id.*

¹¹⁸ *Id.* at 153.

¹¹⁹ *Id.*

¹²⁰ CONSTITUTION OF THE ARAB REPUBLIC OF EGYPT, 11 Sept. 1971, art. 45; *see also The Constitution of the Arab Republic of Egypt, 1971*, CONSTITUTIONNET, <http://www.constitutionnet.org/files/Egypt%20Constitution.pdf> (last visited May 17, 2017) (stating that “The law shall protect the inviolability of the private life of citizens.”).

¹²¹ EL-AWA, *supra* note 1, at 155.

¹²² *Id.* at 156.

¹²³ *Id.*

as important as guaranteeing the privacy right from the start.¹²⁴ In order to protect individual rights, the drafters revised Article 80 of the 2012 Constitution to read: “Any assault on the rights and liberties warranted in the constitution is a crime, and the criminal or civil cases arising therefrom do not become a nonsuit by statute of limitation, and the State guarantees a fair compensation to the victim of such an assault.”¹²⁵ The inclusion of both criminal and civil court actions further expanded the right of privacy in Egypt.¹²⁶ El-Awa notes that this provision, specifically guaranteeing compensation, was significantly progressive for a country like Egypt, well known for human rights violations throughout history.¹²⁷

In Egypt, citizens have “personality rights,” similar to “fundamental rights” in the United States.¹²⁸ These rights are protected under Civil Code Article 50, which provides, “Any person subjected to unlawful assault on any of his personality rights is entitled to request the termination of this assault as well as compensation for any sustained damages.”¹²⁹ El-Awa confronts the question of whether “private life” and a “right to privacy” would both be considered personality rights.¹³⁰ Because inherent personality rights cannot be waived, this question is easily answered: “private life” is a personality right, but the “right to privacy” cannot be.¹³¹ El-Awa reasons that the right of privacy can be waived when an individual “legaliz[es] the intrusion” upon that right.¹³² An example of legalizing an intrusion would be an individual’s publishing of an autobiography, since that action would waive any claim of privacy to the information within. Though privacy is not a personality right, it is a “mechanism advanced to protect other material and moral rights, including that of private life.”¹³³ Aspects of “private life” can include secrets or generally private matters.¹³⁴ El-Awa opines that Article 50 could potentially be a basis for

¹²⁴ EL-AWA, *supra* note 1, at 155-56.

¹²⁵ *Id.* at 157.

¹²⁶ *Id.* at 159.

¹²⁷ *Id.* at 157.

¹²⁸ *Id.* at 159.

¹²⁹ EL-AWA, *supra* note 1, at 159.

¹³⁰ *Id.* at 160.

¹³¹ *Id.*

¹³² *Id.*

¹³³ *Id.*

¹³⁴ *See* EL-AWA, *supra* note 1, at 161.

confidentiality in arbitration because information exchanged during an arbitration is a “secret” between the parties involved.¹³⁵

B. Criminal Protection of Privacy

Though privacy is well-protected under Egyptian civil law, Egyptian criminal law provides even more comprehensive protection of individuals’ privacy.¹³⁶ Certain groups of individuals are specifically obligated by law to safeguard private information and can be sanctioned for disclosing this information without consent.¹³⁷ Article 309 bis A of Penal Code no. 58 (1937) prescribes: “Whoever discloses, facilitates the disclosure of, or uses, even non-publicly, a recording or document . . . without the consent of the concerned party, shall be punished by imprisonment.”¹³⁸ Public employees also have a duty to maintain privacy pursuant to evidence laws.¹³⁹ These laws prohibit public employees from disclosing secrets they have encountered during the course of their employments.¹⁴⁰

Some of these laws have been created out of necessity because certain professions bring individuals into contact with many secrets and confidential issues. For example, lawyers, civil servants, and doctors encounter confidential information regularly.¹⁴¹ There is a strong public interest in making certain that these professionals appear to be, and are, trustworthy. These individuals provide valuable services, and people must feel able to confidently approach them with private needs and concerns. A lack of trust would compromise these relationships and positions.¹⁴² Disclosures which reveal a person’s identity (by containing information that is too specific) are also illegal.¹⁴³

¹³⁵ EL-AWA, *supra* note 1, at 162.

¹³⁶ *Id.*

¹³⁷ *Id.* at 163.

¹³⁸ *Id.*

¹³⁹ *Id.* at 165-66.

¹⁴⁰ EL-AWA, *supra* note 1, at 165-66.

¹⁴¹ *Id.* at 166.

¹⁴² *Id.* at 167.

¹⁴³ *Id.* at 173; *see also* GEOFFREY C. HAZARD, JR. ET AL., *THE LAW AND ETHICS OF LAWYERING* 487-88 (5th ed. 2010) (indicating that attorneys in the United States also owe their clients a duty of confidentiality and cannot disclose information that would identify a client. Additionally, certain government materials are protected under U.S. law, including: tax records, health records, social security information, and grand jury minutes).

C. Exceptions to Privacy

Some exceptions apply to the rule of nondisclosure, and these exceptions typically advance a public interest.¹⁴⁴ For example, professionals may disclose information that pertains to the commission of a crime. Additionally, members of the public are encouraged to come forward when they become aware of information pertaining to the planning or commission of a crime, even if the information was disclosed in private.¹⁴⁵ Attorneys have permission to disclose confidential or private information if defending themselves from accusations of wrongdoing.¹⁴⁶

The Egyptian Constitution also has granted individuals some rights that seem to conflict with an entitlement to privacy. El-Awa addresses three: 1) freedom of expression; 2) freedom of the press; and 3) freedom of information.¹⁴⁷ Freedom of expression allows individuals to iterate their own opinions, usually with few restrictions.¹⁴⁸ Sometimes, this expression results in the disclosure of private information.¹⁴⁹ The freedom of the press can conflict with privacy because the press can disseminate potentially private information to the public. El-Awa posits that there needs to be a balance achieved between private life and free press.¹⁵⁰ The press does not have an unfettered ability to intrude upon private lives. A give-and-take relationship between private life and the press could provide respect for individual privacy and still allow the press to perform its main duty: informing the public.¹⁵¹

¹⁴⁴ EL-AWA, *supra* note 1, at 182.

¹⁴⁵ *Id.*

¹⁴⁶ *Id.* at 183.

¹⁴⁷ *Id.* at 184.

¹⁴⁸ See Douglas Rutzen & Jacob Zenn, *Association and Assembly in the Digital Age*, 13 INT'L J. NOT-FOR-PROFIT L. 53, 53-54 (2011) (explaining that many Internet users rely on this forum to exercise their freedom of expression. In Egypt in 2011, this particular form of expression was curtailed and censored when the government temporarily blocked access to Facebook, Twitter, and Google. Nearly 15 million people were left without any Internet when the government subsequently blocked all access. This blockage continued for some time even after President Mubarak left office).

¹⁴⁹ EL-AWA, *supra* note 1, at 186.

¹⁵⁰ *Id.* at 187; see also Irwin P. Stotzky, *The Role of a Free Press and Freedom of Expression in Developing Democracies*, 56 U. MIAMI L. REV. 255, 279 (2002) (citing Professor Waisbord of Rutgers University, who seems to agree with El-Awa that there must be a balance between privacy and free press. Waisbord suggests that journalists must be familiar with press laws and emphasizes ethical concerns, such as “privacy, accountability, accuracy, responsibility, and moral decency.”).

¹⁵¹ EL-AWA, *supra* note 1, at 187.

The private life of public figures, though somewhat protected from the press, is not immune from public scrutiny.¹⁵² The freedom of information entitles the public to be made aware when public figures (in their private capacity) are acting in contravention of public interest.¹⁵³ So, though information exceptions do allow for some intrusions into private life, limitations still exist. Journalists do not have any more liberty to interfere with private life than the average citizen.¹⁵⁴ El-Awa opines that confidentiality in arbitration comes from the overreaching right to privacy.¹⁵⁵ This opinion is somewhat counterintuitive, since El-Awa stressed that confidentiality and privacy are separate obligations.

D. El-Awa's Conclusion

Finally, El-Awa addresses her research conclusions and summarizes her findings from each chapter of the book. She acknowledges that though the confidentiality of the proceedings seems to be taken for granted, little research examines confidentiality in arbitration, specifically.¹⁵⁶ Additionally, there is no specific rule providing for confidentiality because the duty has no basis in any existing arbitration law.¹⁵⁷ The lack of a law led to the second inquiry: analysis of the Public Trial rule.¹⁵⁸ This resulted in the conclusion that the Public Trial rule simply does not apply in arbitration.¹⁵⁹ El-Awa's third inquiry led to the examination of individual rights as granted by the Egyptian legal system.¹⁶⁰ Here, she found that the right to privacy is "the claim of individuals, groups, or institutions to determine for themselves when, how and to what extent information about them is communicated to others."¹⁶¹ Because this right is broadly applied, El-Awa concludes that this is the "true basis for a legal duty of confidentiality in arbitration" and that it attaches to individuals and applies to any private information.¹⁶²

¹⁵² *Id.* at 190.

¹⁵³ EL-AWA, *supra* note 1, at 190.

¹⁵⁴ *Id.* at 191.

¹⁵⁵ *Id.* at 194.

¹⁵⁶ *Id.* at 196.

¹⁵⁷ *Id.*

¹⁵⁸ EL-AWA, *supra* note 1, at 196.

¹⁵⁹ *Id.*

¹⁶⁰ *Id.* at 197.

¹⁶¹ *Id.*

¹⁶² *Id.*

Since confidentiality is a “corollary to the right of privacy,” it applies to private activities, generally, and thus can be extended to arbitration.¹⁶³ El-Awa opines that the legislature could further define the duty of confidentiality by clarifying privacy laws but does not suggest that the legislature intends to do so.¹⁶⁴ El-Awa views the targeting of privacy laws as a more attractive option than amending the federal laws because the selective clarification of specific laws means less state interference in arbitration, which is always an objective.¹⁶⁵ Finally, El-Awa is hopeful that a balance between the confidentiality in arbitration and conflicting interests can be achieved through case-by-case analysis.¹⁶⁶

VI. CRITIQUE

Overall, this book provides insightful commentary on Egyptian law and has several notable features. The Appendix section of the book was accessible and organized. The Appendix listed all of El-Awa’s interview questions and separated the questions according to the profession of the interviewee. The “List of Cases” section categorized court decisions by country, court level, and area of law. The Appendix also devotes a small section to arbitral awards and includes citations to all of the statutes and conventions that were mentioned or quoted throughout the book. A nine page Bibliography lists all books, articles, documents, and electronic resources that El-Awa discussed or cited throughout her book.

El-Awa’s research was thorough; however, some portions of the book had little or no application to arbitration and were more like summaries or explanations of Egyptian law, generally. This was especially true of the third chapter, as its main focus was the judiciary. Though El-Awa was exhaustive in explaining the judiciary and whether any judicial principles were applicable in arbitration, copious amounts of non-arbitration information caused the main focus (arbitration) to become almost secondary, at times. This made parts of the chapter seem disconnected from the book as a whole.

Further, some of El-Awa’s sources were very difficult to verify. Some statutes the author cited were irretrievable using El-Awa’s footnotes or the citations in the Appendix. For example, the Public Trial rule remained elusive despite numerous attempts to locate the original text. Additionally, though El-Awa did mention in a footnote that some interviewees wished to remain anonymous, the lack of identifying information made it impossible to validate the information that these individuals contributed to the book. Because these interviews comprised a large portion of El-Awa’s research, more transparency would have made the interview comments more credible. While reading this

¹⁶³ EL-AWA, *supra* note 1, at 197.

¹⁶⁴ EL-AWA, *supra* note 1, at 199.

¹⁶⁵ *Id.*

¹⁶⁶ *Id.*

book, it was very helpful to look up biographical information for the interviewees who were identified to learn more about their areas of expertise and professional accomplishments. This could not be done for the interviewees who were not identified.

Though the title emphasizes “Confidentiality,” some sections did not address confidentiality much at all. For example, privacy was an oft-addressed topic in this book, so much so that adding it to the title may give a more accurate depiction of what is discussed within the book. Through several parts of the book, El-Awa presented sizeable amounts of other information before addressing the titular topic. This may have been due to El-Awa’s organization of the information, but some sections, particularly towards the middle of the book, seemed fragmented. Additionally, some grammatical errors made a few sentences awkward, such as a missing nominative pronoun, a missing article, and some misspellings. None of those errors were serious enough to affect the clarity of the material, but they were noticeable.

Moreover, material across the chapters overlapped, making some content seem repetitive. El-Awa acknowledged in the book’s Introduction that overlap could occur due to the novelty of her topic and the intersection of privacy and confidentiality. Discussions about privacy and confidentiality were notably prone to repetition. The third chapter, discussing the differing roles of judges and arbitrators, was also noticeably repetitive at certain points, since judges and arbitrators had been addressed in the second chapter.

Additionally, El-Awa’s research conclusion is a little disappointing. The author takes the reader through a multi-chapter journey and builds up towards a conclusion that comes abruptly and, unfortunately, may leave readers with unanswered questions. El-Awa spent many pages discussing topics such as the judiciary and Public Trial law but then disposed of those avenues quickly. Also, El-Awa’s ultimate conclusion that confidentiality could be extended to arbitration because confidentiality is an upshot of privacy seemed to undermine the distinction between the two concepts, which El-Awa addressed multiple times. Upon finishing this book, the reader may feel slightly confused as to how El-Awa concluded as she did. More insight from the author may have helped to clarify her rationale and conclusion. Finally, the price of this book may be prohibitive for some readers (around \$100 or more), so this book is not recommended to anyone looking to buy a “leisure read.”

VI. CONCLUSION

El-Awa’s work ultimately guides the reader through three substantive areas. First, El-Awa sought to determine whether confidentiality and privacy were mandatory obligations in arbitration and concluded that neither obligation stemmed from existing arbitration law.¹⁶⁷ Next, El-Awa discussed the Public Trial rule and determined that the principles of that rule do not apply to arbitration.¹⁶⁸ Finally, El-Awa looks to individuals’ rights, as granted through Egyptian law, and concludes that the basis of confidentiality in

¹⁶⁷ EL-AWA, *supra* note 1, at 196.

¹⁶⁸ *Id.*

arbitration stems from an overarching individual right to privacy.¹⁶⁹ Though the clarity of some aspects of the book could be improved, those with a serious interest in international law and international arbitration would certainly benefit from reading this book.

¹⁶⁹ *Id.* at 197.