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Subscribers of KluwerArbitration.com enjoy access to the ICCA Yearbook Commercial Arbitration. The most recent upload of ICCA Yearbook materials in 2020 is now available online. It features 17 court decisions applying the 1958 New York Convention from Argentina, Sweden, Switzerland, the United Kingdom, and the United States, as well as six decisions of US courts applying the 1975 Panama (Inter-American) Convention. Four decisions are particularly interesting.

The Supreme Court of Justice of Argentina, in ***Deutsche Rückversicherung AG***, held that the appellate court was correct in modifying an award rendered in the United States against an Argentinean public entity before enforcing it, in order to bring it in line with Argentina's public policy on debt consolidation – the system established in 1991 under which public debts under court decisions or arbitral awards could be paid in government securities instead of actual money.

The **Swiss Federal Supreme Court** affirmed enforcement of two awards rendered in the United States in the *Abengoa* case despite claims that there was appearance of bias on the part of the chairman of the arbitral tribunal, whose law firm had certain links with the group of the claimant. The Court, invoking the IBA Guidelines on Conflicts of Interest as guidance, stressed the restrictive reading to be given to the public policy exception under the New York Convention and found the links not sufficiently significant. The Brazilian Superior Court of Justice, by contrast, had **reached the exact opposite result**.

In ***Sladjana Cvoro*** the United States Court of Appeals for the Eleventh Circuit heard a case of first impression on whether enforcing an award that is based on a choice of law or choice of forum clause depriving a seaman of the right to pursue a Jones Act statutory claim is contrary to US public policy in the sense of Art. V(2)*(b)* of the New York Convention. The Court answered this question in the negative and distinguished the standard to determine compliance with public policy that applied at the stage of enforcing arbitral awards from the standard to be applied when determining whether to compel arbitration in the first place.

The Eleventh Circuit also decided a case under the Panama Convention concerning the enforcement of an award dealing with an agreement for the distribution of CBD oil, a cannabidiol product. In ***Earth Science Tech Inc***., the Court disagreed with defendant, the producer of CBD oil, that confirmation of the award would be illegal under federal law proscribing all products

containing THC. Not only had defendant advertised its products as deriving from the "federally legal industrial hemp plant", and did not require a prescription or permit to buy; any illegality would also become moot when the 2018 Farm Bill was enacted, which removed hemp-derived CBD with low levels of THC from the group of prohibited substances.

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