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International Arbitration

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Cyprus

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Introduction

In Cyprus the legal regime governing arbitration is dualistic, i.e. there is a separation between domestic arbitration, which is governed by the 1944 Arbitration Law, chapter 4 of the codified laws of Cyprus (Cap. 4); and international commercial arbitration, which is governed by the International Commercial Arbitration Law, Law 101 of 1987 (the International Arbitration Law). The International Arbitration Law is identical to the UNCITRAL Model Law apart from some minor amendments. Unlike the domestic Arbitration Law, the International Arbitration Law (particularly section 6) prohibits the intervention of the courts except where the International Arbitration Law expressly permits their involvement. The disputes that fall within the context of the International Arbitration Law have to be of an '*international*' and '*commercial*' nature. Section 2(2)(a)(b)(i)(ii)(c) of the International Arbitration Law defines international disputes in this context as disputes arising between two parties who have their places of business in different states, or where the parties have expressly agreed that the subject-matter of the arbitration agreement relates to more than one country, or disputes in which one of the following places is situated outside the state in which the parties have their places of business:

- the arbitration venue specified in or pursuant to the arbitration agreement;
- any place where a substantial part of the obligations of the commercial relationship is to be performed; or
- the place with which the subject matter of the dispute is most closely connected.

Section 2(4) defines '*commercial*' matters as 'matters arising from relationships of a commercial nature, whether contractual or not'. The International Arbitration Law adopts the term '*commercial relationship*' from the UNCITRAL Model Law, which provides a non-exhaustive list of examples of commercial relationships, including any trade transaction for the supply of exchange of goods or services, a distribution agreement, commercial representation or agency. The International Arbitration Law expressly provides that, apart from sections 8, 9, 35 and 36 (to which reference is made below), it is the exclusive law governing international commercial arbitrations which take place in the Republic of Cyprus. The legal framework governing international commercial arbitration is completed by the 1958 New York Convention on the Recognition and Enforcement of Arbitral Awards, to which Cyprus is a signatory, and which was incorporated into domestic law through Law 84 of 1979.

This legal framework constitutes the fundamental basis on which the alternative dispute resolution centres operating in Cyprus, namely the Euro-Mediterranean Alternative Dispute Resolution Centre (EMADRC), the Cyprus Arbitration and Mediation Centre

(CAMC) and the Cyprus Eurasia Dispute Resolution and Arbitration Centre (CEDRAC), offer arbitration services. Each of these centres has its own code of conduct and set of rules. In addition, ICC arbitration is offered through the local branch of the ICC in Cyprus, the Cyprus Chamber of Commerce and Industry.

Arbitration agreement

The formalities required for an arbitration agreement and the drafting of its clauses are defined in Part II, section 7 of the International Arbitration Law. Section 7(1) defines an arbitration agreement as '*an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined relationship, whether contractual or not*'. Section 7(2) makes clear that an arbitration agreement must be in writing, so restricting the scope of the International Arbitration Law, like its counterpart the UNCITRAL Model Law, to written arbitration agreements. This is further developed upon by section 7(3) of the International Arbitration Law, which specifies that an agreement is considered to be in writing if it is made '*in a document signed by the parties or in an exchange of letters, telex, telegrams, or any other means of telecommunication which provide a record of the agreement*'. It further provides that an agreement is deemed to be in writing if it is made in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by another, or when an arbitration agreement is incorporated by reference to a written contract.

Any objections with regard to the existence or validity of the arbitration agreement, and thus the jurisdiction of an arbitral tribunal to hear any dispute governed by the arbitration agreement, may be heard by the arbitral tribunal. This is the well-known doctrine of competence-competence which is a fundamental principle of international arbitration, providing arbitral tribunals with the power to determine their own jurisdiction. This principle applies in Cyprus and is embedded in section 16 of the International Arbitration Law. Further to this, the doctrine of separability, which provides that an arbitration agreement contained in a written contract is to be considered independently from the other terms of the contract and the main contract in general, also applies in Cyprus and is also found in section 16 of the International Arbitration Law.

The doctrine of competence-competence was considered by the Supreme Court of Cyprus in the case of ***Open Joint Stock Company v Base Metal et al (2003) 1C C.L.R. 1856***, where the respondent disputed the validity of the arbitration agreement before the district court of Nicosia. The claimant argued that the dispute regarding validity was an issue for the arbitral tribunal to determine in accordance with section 16 of the International Arbitration Law and the district court ruled in favour of the claimant, stating that it in fact had no jurisdiction to determine the validity of the agreement. The respondent appealed to the Supreme Court of Cyprus, contending that since the action was raised before the district court, the district court had jurisdiction to determine the existence of validity of the agreement under section 8 of the International Arbitration Law. The Supreme Court rejected this argument, making clear that the respondent's claim did not concern the subject matter of the dispute but the validity of the arbitration agreement, with the consequence that section 8 of the International Arbitration Law was not applicable. The Supreme Court affirmed the ruling of the district court of Nicosia that, according to section 16 of the International Arbitration Law, an arbitral tribunal may rule on its own jurisdiction, including ruling on objections to the existence or validity of the arbitration agreement.

Arbitration procedure

Part V of the International Arbitration Law regulates the conduct of arbitration proceedings in Cyprus. As far as concerns the place of arbitration, according to section 20(1) this is a matter to be agreed by the parties. If the parties cannot agree, the place of arbitration is to be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties. Section 20(1) also provides that notwithstanding its other provisions, the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents.

Unless the parties agree otherwise, arbitral proceedings in respect of a particular dispute are deemed to commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent. Section 21(2) of the International Arbitration Law provides that the commencement of arbitration proceedings suspends the statutory period of limitation.

The language to be used in the arbitral proceedings is stipulated by section 22 of the International Arbitration Law, which provides that the parties are free to agree on the language or languages to be used in the proceedings and that if they cannot reach agreement, the arbitral tribunal is to decide the language to be used in the proceedings. The agreement or determination of the language will apply to any written statement, any hearing and any award, decision or other communications by the arbitral tribunal. Further to this, the arbitral tribunal may also order that any documentary evidence submitted to it is to be accompanied by a translation into the language or languages agreed upon by the parties.

Section 23 of the International Arbitration Law sets out the formalities required and the procedural steps to be followed regarding the statements of claim and defence. Unless otherwise agreed by the parties, the statement of claim should contain the facts supporting the claim, the points at issue and the relief or remedy sought. As for the statement of defence, it should clearly state the defence in respect of the particulars outlined in the statement of claim. The statement of claim and statement of defence may be accompanied by all documents considered to be relevant, or the parties may add a reference to the documents or other evidence they wish to submit. The statements of claim and defence should be submitted within the time agreed by the parties, or otherwise as determined by the arbitral tribunal.

Hearings of arbitral proceedings can be either oral or document-based, subject to agreement between the parties. However, unless the parties have agreed that no hearings should be held, the arbitral tribunal must hold hearings at an appropriate stage of proceedings, if so requested by a party *(International Arbitration Law, section 24(1))*. There is no detailed prescription regarding the procedure to be followed by the arbitral tribunal in conducting the proceedings and it is up to the parties to agree on the procedure. If the parties fail to agree, the arbitral tribunal may conduct the arbitration in the manner it considers appropriate. This discretion includes the power to determine the admissibility, relevance, materiality and weight of any evidence *(International Arbitration Law, section 19)*. Further to this, section 27 of the International Arbitration Law provides that the arbitral tribunal or a party with the approval of the arbitral tribunal may request assistance from the court in taking evidence. The court may execute the request within its competence and according to its rules on taking evidence. As far as concerns expert evidence, section 26 empowers the arbitral tribunal, unless otherwise agreed by the parties, to appoint experts to report on specific issues and to require a party to provide the expert with any relevant information or to produce or provide

access to any relevant documents, goods or other property for his inspection. Section 26 further provides that, unless otherwise agreed by the parties, an expert may participate in a hearing after having delivered his oral or written report so that the parties may put questions to him and produce expert witnesses in order to testify on the points at issue, if a party requests this or the arbitral tribunal considers it necessary.

Unless the parties agree otherwise, arbitral proceedings may be terminated if, without showing sufficient cause, the claimant fails to communicate his statement of claim in accordance with section 23(1). However, unless otherwise agreed by the parties, if a respondent fails to communicate his statement of defence, the arbitral tribunal may continue the proceedings without treating the failure *per se* as an admission of the claimant's allegations *(International Arbitration Law, section 25(c))* and if any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the award on the evidence before it *(International Arbitration Law, section 25(d))*.

In summary, it is evident that there are no strict or detailed procedural rules as to how arbitration proceedings should be conducted in Cyprus. Rather, the International Arbitration Law sets out the fundamental principle of equality which provides that, during the arbitration proceedings the parties enjoy the same rights and are subject to the same obligations, and that each party is to be given the full opportunity to present their case *(International Arbitration Law, section 25(d))*. In general, the International Arbitration Law leaves it up to the parties to decide and agree on the procedure to be followed, and gives the arbitral tribunal discretion to conduct the arbitration in such a manner as it considers appropriate only in the event that the parties fail to agree.

Arbitrators

Section 10 of the International Arbitration Law expressly specifies that the method for appointing arbitrators and the number of arbitrators to decide the dispute is a matter for the parties. The court will become involved in the process of choosing arbitrators only as a last resort, if the parties fail to appoint arbitrators and do not agree on a mechanism for choosing their arbitrators, or to apply the default procedure provided for by section 11(3) (namely that each party appoints one arbitrator, and the two arbitrators appointed by the parties select a third arbitrator).

Section 12 of the International Arbitration Law, which reproduces article 10 of the UNCITRAL Model Law, provides a mechanism for challenging and potentially replacing an arbitrator if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence, or for reasons of which the arbitrator becomes aware after the appointment has been made. Section 13 gives the parties the power to agree on the procedure for challenging an arbitrator. If they fail to agree within 15 days after becoming aware of the circumstances giving rise to the challenge they may send a statement of the reasons for the challenge to the arbitral tribunal so that it can decide on the application *(International Arbitration Law, section 13(2))*. The International Arbitration Law allows the court to assist in determining an arbitrator's impartiality and independence. In such a case, the court's decision will be binding and no review or appeal to a higher court is permitted.

Section 14 of the International Arbitration Law further provides that an arbitrator's mandate may be terminated if he becomes *de jure* or *de facto* unable to perform his functions or for other reasons fails to act without undue delay. The arbitrator's mandate may be terminated if this is the case, if he withdraws from his office or if the parties agree on the termination.

If, however, controversy remains concerning any of these grounds, any party may request the court to decide on the termination of the mandate, which decision shall be subject to no appeal.

Interim relief

The arbitral tribunal may, at the request of a party, order any party to take such interim measures of protection as the arbitral tribunal may consider necessary in respect of the subject matter of the dispute, unless otherwise agreed by the parties (*International Arbitration Law, section 17*), and may require any party to provide appropriate security in connection with such measures. The court may also intervene by issuing conservative measures at the request of any party, before or during the arbitral proceedings.

Given Cyprus's role as an international financial centre, it is by no means uncommon for parties to overseas international arbitrations to seek interim relief in Cyprus in support of the overseas proceedings. Therefore, in Cyprus it is very common for lawyers to take out proceedings for the granting of injunctions restraining companies or individuals involved in arbitral proceedings from disposing of assets, so as to ensure that a successful party will not be frustrated in its attempt to enforce an award in its favour. Courts in Cyprus have the jurisdiction to issue interim orders under section 32 of the Courts of Justice Law, 14 of 1960. Section 32 sets out the following three conditions that must be satisfied before the court will issue an interim injunction, which were interpreted in the leading case of ***Odysseos v Pieris Estates Ltd and Another (1982) 1 C.L.R. 557***:

- that there is a serious issue to be tried during the hearing process;
- that there is a possibility that the party applying is entitled to the remedy; or
- that unless an interim injunction is issued it will be difficult or impossible to dispense full justice at a later stage.

Since an injunction cannot exist as an independent process under Cyprus law, an application for an injunction must be made within the context of an underlying action, and must be supported by an affidavit stating the facts of the case and showing that the application meets the three criteria listed above. The underlying action may be in the form of a general application for recognition and enforcement of an arbitration award or as an interim measure within the context of an application in aid of a dispute to be referred to arbitration or a pending arbitration, or as an interim measure in an action.

While the term '*conservative measures*' provided for in section 9 of the International Arbitration Law may sound restrictive, in practice it has been interpreted more liberally by the courts. In the case of ***Starport Nominees Ltd & others (No.1) (2010) 1(B) C.L.R. 1271***, the Supreme Court stated that the issuance of a mandatory order is not outside the scope of section 9. This approach has been adopted and followed in first instance cases such as the case of ***Commerzbank Auslandsbanken Holding AF & others v Adeona Holdings Ltd, Application No.13/13, dated 19/12/2013*** where the court held that '*Conservative measures can only be those measures which aim to preserve a real or legal situation. Preserving a situation is not only served through prohibitive orders. It can also be aided through the issuance of a mandatory order. The disclosure of assets may be ordered (with a mandatory order) so that it will be possible to supervise and apply the order prohibiting their alienation*.' Although this first instance judgment was subsequently appealed and reversed **(*Civil Appeal No. E6/2014, dated 27/2/2015, Commerzbank Auslandsbanken Holding AF & others v Adeona Holdings Ltd*),** it was not on grounds concerning the definition of '*conservative measures*'.

In the case of ***Re Helington Commodities Limited & others (2009) 1 C.L.R. 926***, a company registered in the Netherlands had lent US$20m to EN+ Group Limited, a company registered in Jersey, which was not repaid. When the bank commenced arbitration proceedings under the loan agreement, EN+ accepted that it was unable to repay the debt. As a result, the bank applied in Cyprus for a freezing order against EN+ and four other wholly owned subsidiaries of EN+ which were registered in Cyprus. The court of first instance granted the prohibitory orders on the grounds that if the assets or structure of the companies changed, there would be harmful consequences for the bank. The four Cyprus subsidiaries applied to the Supreme Court for prerogative orders to annul the order for injunctive relief issued by the court of first instance, arguing that they were not parties to the arbitration and therefore accordingly conservative measures could not be granted against them. The Supreme Court refused them leave to apply, holding that they had failed to show extenuating circumstances justifying the issuance of any prerogative order. The judge noted that the courts have very wide powers to grant interim orders whenever it is '*just or convenient*', as held in the case of ***Seamark Consultancy Services Limited v Joseph P. Lasala (2007) 1 C.L.R. 162,*** and that the lower court had power under section 9 of the International Arbitration Law to grant conservative measures against non-parties to the arbitration.

Arbitration award

An arbitration award is delivered once the arbitral tribunal has decided the dispute in accordance with the rules of law chosen by the parties as being applicable to the substance of the dispute. If the parties fail to determine which law is to be applicable to their dispute, then the arbitral tribunal should apply the law determined by the conflict of laws rules which it considers applicable *(International Arbitration Law, section 28(2))* and if the parties expressly authorise it to do so, the tribunal may decide the dispute '*ex aequo et bono*' or as '*amiable compositeur*'. However, in all cases the arbitral tribunal must decide in accordance with the terms of the contract and take into account the customs of the trade applicable to the transaction. The delivery of a decision made by an arbitral tribunal depends on the number of arbitrators on the panel; in proceedings where there is more than one arbitrator, any decision made by the tribunal requires a simple majority of its members, unless otherwise agreed by the parties. As regards questions of procedure, these may be decided by a presiding arbitrator, if authorised by the parties, or by all members of the arbitral tribunal. If a settlement is reached during the arbitration proceedings, the arbitral tribunal should terminate the proceedings and, if requested by the parties and considered appropriate by the arbitral tribunal, may record the settlement in the form of an arbitral award on agreed terms.

Section 31(1) of the International Arbitration Law provides that an arbitral award must be made in writing and signed by the arbitrator or arbitrators. In proceedings with more than one arbitrator, the signatures of the majority of all the members of the arbitral tribunal are sufficient, provided that the reason for any omitted signature is stated in the award. An arbitral award must state the reasons upon which it is based, unless it had been agreed by the parties that no reasons were to be given or the award is an award on agreed terms as specified by section 30 of the International Arbitration Law regarding settlement of disputes during arbitration proceedings. The award must also specify the date on which it was made and the place of the arbitration. A copy of the award made and signed by the arbitrators must be given to each party.

Arbitration proceedings are terminated by the delivery of the final award. However, proceedings may also be terminated by the arbitral tribunal on the following grounds: the claimant withdraws his claim, unless the respondent objects and the arbitral tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute; the parties agree on the termination of proceedings; or the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

Challenge of the arbitration award

In Cyprus, a court may set aside an arbitral award only on the specific grounds set out in section 34 of the International Arbitration Law. The grounds for setting an award aside are very similar to the grounds for refusal of recognition or enforcement of an award as set out in section 36 of the International Arbitration Law, with the only exception being section 36(1)(a)(v) which deals with awards that are not binding. It has been acknowledged by the Supreme Court that the grounds set out in section 34 of the International Arbitration Law for setting aside an arbitral award are exclusive and that as provided for by section 34(2) of the International Arbitration Law, courts will consider applications to set aside an arbitral award on the grounds expressly specified. These are: incapacity of the parties; invalidity of the arbitration agreement; lack of proper notice or denial of a party's right to present his case; lack of jurisdiction of the tribunal; defective composition of the tribunal; the subject matter of the dispute not being capable of settlement by arbitration under the law of Cyprus; or the award being contrary to the public policy of the Republic of Cyprus. The scope and definition of the term 'public policy' were subject to judicial interpretation by the Supreme Court in the case of the ***Republic of Kenya v Bank fur Arbeit und Wirtschaft AG (1999) 1(A) C.L.R. 585***. In this case the claimant sought to invoke the public policy exception as the basis for annulling an ICC award before the district court of Larnaca on the ground that the arbitral tribunal's treatment of its counterclaim as withdrawn was contrary to Cyprus public order. The Supreme Court held that the district court's ruling did not offend the public order of Cyprus and that the provision of section 6 of the International Arbitration Law was clear in providing that the courts can intervene only in the limited circumstances that the law defines. The Supreme Court emphasised the decisive role played by Article V. 1(a) to (e) of the New York Convention as providing the only reasons under which an application for recognition and enforcement of an award may be refused.

Enforcement of the arbitration award

Section 35 of the International Arbitration Law, which mirrors Article III of the New York Convention (incorporated into Cyprus law through Law 84 of 1979), provides that once an arbitral award is made, it is binding irrespective of the country in which it was made. Particularly, section 35(1) of the International Arbitration Law requires the court to issue an order of enforcement of the arbitral award upon an application in writing by either party. The party who is relying on the award or applying for its enforcement is required to supply the duly authenticated original award or a duly certified copy of it, as well as the original arbitration agreement or a duly certified copy. If the award or agreement is not made in an official language of the Republic of Cyprus, the court may request a duly certified translation. The grounds for refusing recognition or enforcement of an arbitral award provided for by section 36 of the International Arbitration Law are identical to those of Article V of the New York Convention. The refusal of recognition

and enforcement of an arbitral award may be justified only if, at the request of the party against whom the arbitral award is invoked, it is proved that:

- a party to the arbitration agreement was under some incapacity;
- the arbitration agreement is not valid under the law to which the parties subjected it or, failing any indication regarding that matter, under the law of the country where the award was made;
- the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;
- the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognised and enforced;
- the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement between the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place;
- the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or
- the court finds that:
    - the subject-matter of the dispute is not capable of settlement of arbitration under the law of the Republic of Cyprus; or
    - the recognition or award would be contrary to provisions relating to public order of the Republic of Cyprus.

When considering applications for recognition and enforcement of an arbitral award the courts will have regard to the International Arbitration Law, to Law 84 of 1979 and to Law 121(1) of 2000 on the Recognition, Registration and Enforcement pursuant to a Convention on Judgments of Foreign Courts. A party seeking enforcement of a foreign arbitral award must file an application by summons accompanied by an affidavit and the application must be served on the other party. Once the application has been filed and listed for hearing, the respondent will be given the opportunity to contest the application by filing a written objection.

A frequent issue of contention is whether an application for recognition and enforcement of foreign arbitration awards should be made by originating summons or *ex parte*. In the case of ***Beogradska Banka v Westacre Investment Inc (1999) 1 C.L.R. 124***, the court had to consider whether an application for recognition and enforcement of a Convention award could be made *ex parte*; and in the event that the answer to the first question was negative, whether the procedural irregularity was capable of being redressed by virtue of Rule 64 of the Civil Procedure Rules. The Supreme Court overruled the district court's finding that such an application cannot be made *ex parte* and noted that it can, especially when the court is called to decide on an application regarding a preliminary issue. It was also held that the court will only enquire as to whether the correct procedure has been followed and whether the pre-requisites set out by the New York Convention have been complied with. Therefore the court limits itself to the issue of procedural examination of the process leading up to an award, and not to the merits or substance of the arbitral award. Although the New York Convention refers to recognition and enforcement as one phrase, it is to be understood that enforcement cannot be sought unless recognition is obtained first. At this point it is important to note that the ***Beogradska Banka v Westacre***

Investment Inc judgment was delivered prior to Law 121(1)/2000 coming into force, which constitutes the procedural law and framework and in turn regulates the procedure for the application of Law 84 of 1979 and the International Arbitration Law.

In cases where recognition or enforcement is sought the court may, if it considers it proper, adjourn its decision and may also, on the application of the party claiming recognition or enforcement of the award, order the other party to provide appropriate security, if an application for setting aside or suspension of an award has been made to the court of the country in which that award was made.

Investment arbitration

Cyprus is a party to the following multilateral agreements:

- the Convention on the Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters;
- the Convention on the Recovery Abroad of Maintenance;
- the European Convention on the Recognition and Enforcement of Foreign Arbitral Awards;
- the Convention Establishing the Multilateral Investment Guarantee Agency (MIGA Convention); and
- the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID).

Cyprus has also signed bilateral investment treaties with 23 countries, including China, Greece, Israel, Qatar, Syria and the United States. These guarantee protection of investments carried out by a national of one contracting state in another contracting state and provide regulations for settling any disputes that may arise from them. The term '*investment*' is defined broadly to comprise every kind of asset connected with direct or indirect participation in companies, associations and joint ventures, whether the participation is taken in cash, in kind, or in services. The ICSID does not actually arbitrate disputes itself but is an impartial international forum which provides the rules and procedures for independent arbitration tribunals to resolve disputes. ICSID has jurisdiction over any dispute arising from an investment made by a national of a contracting state in the territory of another contracting state, provided that both parties in dispute submit their written consent to ICSID. Cyprus has also signed the Energy Charter Treaty, which entered into force in Cyprus in 1998 and provides a system for settling disputes on matters such as energy security, trade and resources. The Treaty provides for arbitration of disputes between parties of the Treaty regarding the interpretation or application of the Treaty and investor-state arbitration for investment disputes. An investor bringing a dispute to arbitration has three options: ICSID; a sole arbitrator or an *ad hoc* arbitration tribunal under the UNCITRAL rules; or an application to the Arbitration Institute of the Stockholm Chamber of Commerce.

Conclusion

Cyprus has a modern, comprehensive system for resolution of international commercial disputes and, given the island's role as an international financial and investment centre, its strategic location between arbitration centres in Western Europe to the west and Singapore to the east, and its high-quality professional services and infrastructure, it is well placed to emerge as an arbitration centre for Eastern Europe, the Middle East and North Africa.

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Eleanor Ktisti obtained a BA (Hons) in Geography and Politics from Queen Mary, University of London in 2008. She went on to graduate in Law (LL.B.) in 2009 and in 2010 successfully completed the Bar Vocational Course (BVC) at the College of Law, London and was called to the Bar by the Honourable Society of the Middle Temple. From 2010 to 2013, Eleanor worked in Geneva, Switzerland at the International Labour Organization, a Specialized Agency of the United Nations, as a junior technical officer in the Transport and Maritime team and later as a Junior Legal Officer in the International Labour Standards department, examining the application of Conventions in Member States. Eleanor joined Andreas Neocleous & Co LLC in September 2014, as a trainee lawyer in the dispute resolution department.

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