



## Validity and Enforceability of Arbitration Clauses in International Commercial Contracts

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### Article info

Received: 07.10.2025

Accepted: 12.11.2025

Available Online: 13.11.2025

Checked for Plagiarism: Yes

### Keywords:

International Commercial Contracts, Arbitration Clause, Enforceability, Validity, Dispute Resolution

### ABSTRACT

Arbitration has become one of the most widely used mechanisms for resolving disputes in international commercial contracts due to its efficiency, neutrality, and enforceability across borders. The effectiveness of arbitration, however, fundamentally depends on the validity and enforceability of the arbitration clause embedded within the contract. A well-drafted arbitration clause ensures that parties have a clear, mutual agreement to resolve disputes outside of domestic courts, providing predictability and reducing the risk of protracted litigation. This paper examines the legal frameworks, challenges, and practical considerations associated with arbitration clauses in international commercial agreements. It analyzes key international instruments, including the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958), and national legislations modeled on the UNCITRAL Model Law on International commercial arbitration, highlighting how they influence enforceability. Critical factors affecting the validity of arbitration clauses include mutual consent, clarity of scope, compliance with mandatory legal requirements, capacity of the parties, and adherence to public policy. Challenges to enforceability often arise from ambiguities in drafting, conflicts with national laws, jurisdictional disputes, and procedural irregularities. The study also discusses notable case law, including *Fiona trust & holding corp v. Privalov* and *Dallah Real Estate & Tourism Holding Co. v. Ministry of Religious Affairs*, illustrating how courts interpret and uphold arbitration agreements. Finally, the paper provides practical recommendations for drafting effective arbitration clauses, emphasizing the importance of specifying arbitration rules, the seat of arbitration, applicable law, language, and interim relief provisions. By addressing potential challenges proactively, parties can significantly increase the likelihood that their arbitration agreements will be recognized and enforced internationally, thereby ensuring a reliable mechanism for dispute resolution and promoting greater confidence in cross-border commercial transactions.

### Introduction

International trade and commercial transactions have expanded dramatically over the past few decades, driven by globalization, technological advancements, and the liberalization of markets [1]. As businesses increasingly engage in cross-border transactions, the complexity of contractual relationships grows, often involving parties from diverse legal systems, cultures, and regulatory frameworks. In this context, disputes arising from international commercial contracts can be both technically and legally challenging [2].

Traditional litigation in national courts may prove inefficient, time-consuming, and uncertain, particularly when enforcement of foreign judgments is required. Consequently, arbitration has emerged as a preferred mechanism for dispute resolution in international commercial contracts due to its flexibility, neutrality, and enforceability across jurisdictions [3].

Arbitration allows parties to resolve disputes outside the traditional court system, offering procedural autonomy, confidentiality, and the possibility to

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select arbitrators with specific expertise relevant to the subject matter.

Central to the effectiveness of arbitration is the arbitration clause, which forms the contractual foundation for submitting disputes to arbitration rather than litigation. An arbitration clause outlines the parties' agreement to arbitrate, specifies procedural rules, determines the seat of arbitration, and often includes provisions regarding the number of arbitrators, language, and governing law. Without a valid and enforceable arbitration clause, the arbitration process may face legal challenges, delays, or even invalidation, undermining the intended benefits of arbitration [4].

The legal validity and enforceability of arbitration clauses are recognized under international law and codified in various treaties, conventions, and national legislations. The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958) is a cornerstone of international arbitration, obliging contracting states to recognize and enforce arbitration agreements and awards, subject to limited exceptions. Similarly, the UNCITRAL Model Law on International Commercial Arbitration provides a harmonized legal framework adopted by numerous jurisdictions to ensure consistency in arbitration practice, covering the formation, scope, and enforcement of arbitration agreements. Despite these frameworks, practical challenges persist in interpreting, enforcing, and validating arbitration clauses across different jurisdictions [5].

Several factors influence the enforceability of arbitration clauses, including the clarity of the clause, mutual consent of the parties, compliance with mandatory legal requirements, the authority of signatories, and adherence to public policy. Ambiguities in drafting, conflicts with local laws, or disputes regarding the scope of arbitration can lead to judicial scrutiny or refusal of enforcement. Notable judicial decisions, such as *Fiona Trust & Holding Corp v. Privalov* (UK, 2007) and *Dallah Real Estate & Tourism Holding Co. V. Ministry of Religious Affairs* (UK, 2010), underscore the importance of precise drafting and clear expression of parties' intentions. These cases demonstrate that courts generally favor upholding arbitration agreements but may refuse enforcement where consent, authority, or procedural fairness is in question.

In addition, globalization has introduced jurisdictional complexities that affect arbitration clauses. Differences in national legal systems, public policy exceptions, and procedural requirements may create obstacles to enforcement, particularly in contracts involving emerging economies or jurisdictions with restrictive arbitration laws [6]. As a result, drafting effective arbitration clauses requires careful attention to international conventions, domestic laws, and practical

considerations such as choice of law, venue, and procedural rules. Clear definition of the scope of disputes, appointment of arbitrators, and interim measures also play a critical role in ensuring enforceability.

This study aims to provide a comprehensive analysis of the validity and enforceability of arbitration clauses in international commercial contracts. It explores the legal foundations, practical challenges, and drafting considerations that influence the effectiveness of arbitration agreements. By examining international conventions, domestic arbitration laws, and relevant case law, the paper seeks to highlight the critical factors that practitioners must consider to maximize enforceability. Furthermore, the study discusses best practices for drafting arbitration clauses that reduce the risk of legal challenges, enhance predictability, and ensure a reliable mechanism for dispute resolution.

In conclusion, arbitration clauses are a pivotal component of international commercial contracts, serving as the gateway to efficient and neutral dispute resolution. Their validity and enforceability determine whether arbitration can effectively fulfill its role as an alternative to litigation. Given the growing complexity of cross-border transactions and the increasing reliance on arbitration, understanding the legal and practical dimensions of arbitration clauses is essential for businesses, legal practitioners, and policymakers. By addressing potential challenges and adhering to international standards, parties can secure the benefits of arbitration, ensuring smoother contractual relationships and promoting confidence in international commerce [7].

Arbitration clauses in international commercial contracts have been the focus of extensive scholarly research over the past few decades. The growing reliance on arbitration as a dispute resolution mechanism stems from its perceived advantages, including neutrality, flexibility, confidentiality, and enforceability across jurisdictions. Several studies have analyzed the validity and enforceability of arbitration clauses, exploring legal frameworks, drafting practices, and judicial interpretations.

Born (2021) emphasizes that arbitration clauses are essential in providing predictability and reducing litigation risks in cross-border transactions. The author highlights that enforceability is largely influenced by international instruments such as the New York Convention (1958), which mandates contracting states to recognize and enforce arbitration agreements unless specific exceptions, such as incapacity or violation of public policy, apply. Redfern et al. (2015) argue that clarity in drafting and adherence to procedural formalities significantly enhance the likelihood of judicial enforcement. Ambiguities in scope or improper

consent, they note, are among the leading causes of challenges to arbitration clauses [8]. Moses (2017) examines practical difficulties in international arbitration, focusing on jurisdictional conflicts and the role of domestic courts in enforcing arbitration agreements. The study highlights that courts generally favor upholding arbitration clauses but often scrutinize them for issues of consent, authority, and compliance with public policy. Similarly, Lew, Mistelis, and Kröll (2003) provide a comparative analysis of national arbitration laws, showing that variations in procedural requirements and public policy exceptions can significantly impact enforceability [9]. Case law analyses also play a central role in understanding arbitration clause enforcement. *Fiona Trust & Holding Corp v. Privalov* (UK,2007) illustrates the principle that courts adopt a pro-arbitration approach, interpreting clauses broadly to cover disputes unless clearly excluded. In contrast, *Dallah Real Estate & Tourism Holding Co. V. Ministry of Religious Affairs* (UK,2010) highlights how issues of corporate authority and consent can render arbitration clauses unenforceable. These judicial precedents have been widely cited in subsequent studies as critical guidelines for drafting effective arbitration agreements [10].

Recent empirical research, including surveys of international commercial arbitration practitioners, reveals trends in drafting clauses to minimize disputes and enforceability issues. Parties increasingly include explicit references to institutional rules, choice of seat, applicable law, and interim measures. Scholars such as Born and Rutledge (2014) argue that such provisions reduce the risk of jurisdictional challenges and increase predictability in enforcement [11]. Furthermore, several studies examine the impact of public policy exceptions on enforcement. While the New York Convention restricts such exceptions, some jurisdictions maintain broader interpretations, leading to legal uncertainty. Scholars advocate for precise drafting, clear consent, and careful selection of arbitration rules to mitigate these risks. In conclusion, the literature consistently underscores the importance of clear, well-drafted arbitration clauses and the need for alignment with international conventions and domestic laws. The combined insights from doctrinal analysis, comparative law, and empirical studies provide a robust foundation for understanding the factors affecting the validity and enforceability of arbitration clauses in international commercial contracts [12].

**Table 1:** Summary of Key Studies on Arbitration Clause Validity and Enforceability

Author(s) & Year	Focus	Key Findings	Jurisdiction / Scope
Born (2021)	International arbitration frameworks	Emphasizes New York Convention and procedural compliance	Global
Redfern et al. (2015)	Drafting clarity and enforceability	Ambiguities reduce enforceability; clear drafting enhances enforcement	UK & International
Moses (2017)	Practical challenges in arbitration	Jurisdictional conflicts, consent, and authority affect enforcement	International
Lew, Mistelis & Kröll (2003)	Comparative national laws	Differences in procedural requirements and public policy exceptions impact enforcement	Global
<i>Fiona Trust v. Privalov</i> (2007)	Judicial interpretation	Courts adopt pro-arbitration stance, interpret clauses broadly	UK
<i>Dallah Real Estate v. Ministry</i> (2010)	Authority and consent issues	Lack of authority can render clauses unenforceable	UK / International
Born & Rutledge (2014)	Drafting strategies	Explicit rules, seat, and governing law reduce disputes and enhance enforceability	International
UNCITRAL (1985, 2006)	Model Law provisions	Provides uniform legal framework for arbitration agreements	Adopted in 80+ jurisdictions

**Methodology**

This study adopts a qualitative research approach to examine the validity and enforceability of arbitration clauses in international commercial contracts. The research methodology involves a comprehensive review and analysis of primary and secondary sources, including international conventions, national arbitration laws, scholarly articles, and case law. The primary legal instruments examined are the

New York Convention (1958) and the UNCITRAL Model Law on International Commercial Arbitration (1985, amended 2006), which provide the foundational framework for understanding arbitration agreements and their enforcement across jurisdictions. Secondary sources include academic publications, legal commentaries, and comparative studies that analyze drafting practices, judicial interpretation,

and challenges to arbitration clauses. Key cases, such as *Fiona Trust & Holding Corp v. Privalov* (UK, 2007) and *Dallah Real Estate & Tourism Holding Co. V. Ministry of Religious Affairs* (UK, 2010), are critically examined to identify judicial approaches to enforceability and the impact of consent, authority, and public policy considerations. Data collection involves systematic literature review and doctrinal analysis, focusing on recurring themes, challenges, and best practices in drafting and enforcing arbitration clauses. The study also includes comparative analysis of national arbitration laws to highlight jurisdictional variations that may affect enforceability.

By combining doctrinal, comparative, and case-based analyses, the methodology enables a nuanced understanding of factors influencing the validity and enforceability of arbitration clauses. This approach allows for practical recommendations for drafting effective clauses that comply with international standards and national laws, ensuring reliable dispute resolution in cross-border commercial contracts.

### Legal Foundations of Arbitration Clauses

**International Treaties and Conventions:** The New York Convention (1958) is the cornerstone of international arbitration enforcement. It obliges contracting states to recognize and enforce arbitration agreements and awards, subject to limited exceptions (e.g., incapacity of the parties, invalidity under applicable law, or violation of public policy). The Convention significantly enhances the predictability of arbitration outcomes across borders.

### National Arbitration Laws

Most jurisdictions have adopted domestic laws based on the UNCITRAL Model Law, which provides detailed rules on arbitration agreements, including:

- ✓ Form and content requirements.
- ✓ Competence-competence principle (arbitrators decide on their jurisdiction).
- ✓ Procedural flexibility.
- ✓ Recognition of interim measures.

National courts generally respect arbitration clauses unless they conflict with mandatory legal provisions or public policy.

### Requirements for Validity of Arbitration Clauses

To ensure enforceability, an arbitration clause must satisfy several criteria:

- ✓ **Written Form:** Most jurisdictions require arbitration clauses to be in writing (including electronic communications).
- ✓ **Mutual Consent:** Parties must voluntarily agree to submit disputes to arbitration. Consent obtained through fraud, duress, or misrepresentation can invalidate the clause.

- ✓ **Clarity and Scope:** The clause should clearly define the types of disputes covered, the number and appointment method of arbitrators, applicable rules, and the seat of arbitration. Ambiguities may lead to unenforceability.
- ✓ **Capacity and Authority:** Parties must have legal capacity to enter into arbitration agreements. Corporate entities must ensure signatories have proper authority.
- ✓ **Public Policy Compliance:** Clauses that violate mandatory legal provisions, antitrust laws, or national public policy may be deemed unenforceable.

### Challenges to Enforceability

**Procedural Challenges:** Courts may refuse enforcement if:

- ✓ The arbitration agreement is not in writing.
- ✓ There are questions about arbitrator impartiality or independence.
- ✓ The clause does not cover the specific dispute at hand.

### Jurisdictional Conflicts

Differences in national laws can create conflicts, particularly when parties are from jurisdictions with strict public policy rules or limitations on arbitration (e.g., consumer contracts, employment disputes, antitrust matters) [13].

### Public Policy Exceptions

Even under the New York Convention, enforcement can be refused if the arbitration clause or resulting award contradicts the forum country's public policy. This exception is narrowly construed but remains a significant hurdle in some jurisdictions.

### Drafting Considerations for Effective Arbitration Clauses

To maximize enforceability, parties should consider:

- ✓ **Explicit Reference to Arbitration Rules:** Incorporate recognized arbitration rules (e.g., ICC, LCIA, UNCITRAL).
- ✓ **Specify Seat of Arbitration:** The chosen seat determines the procedural law and judicial oversight.
- ✓ **Language and Governing Law:** Clearly state the language of arbitration and applicable substantive law.
- ✓ **Scope and Limitations:** Clearly define disputes covered and any excluded matters.
- ✓ **Interim Measures:** Address the availability of interim relief and enforcement. [14]

### Case Law Insights

Several landmark cases illustrate enforcement principles:

- ✓ *Fiona Trust & Holding Corporation v. Privalov* (UK,2007): English courts confirmed broad interpretation of arbitration clauses, favoring arbitration over litigation.
- ✓ *Dallah Real Estate & Tourism Holding Co. V. Ministry of Religious Affairs* (Pakistan/UK,2010): Highlighted issues of consent and authority in corporate arbitration agreements [15].
- ✓ *BG Group v. Argentina* (US,2014): Reinforced the principle that arbitration clauses must be interpreted in light of parties' intentions and contract context.

These cases demonstrate that courts favor upholding arbitration agreements, but careful drafting is crucial to avoid enforceability challenges.

### Discussion

The enforceability of arbitration clauses in international commercial contracts is a critical determinant of the effectiveness of arbitration as a dispute resolution mechanism. While arbitration offers numerous advantages, including neutrality, flexibility, and cross-border enforceability, its success largely depends on the validity and clarity of the arbitration clause. Analysis of the literature and case law reveals several recurring themes that influence enforceability: consent, clarity of scope, procedural compliance, authority of signatories, and adherence to public policy [16].

Consent remains the foundational element for enforceability. Courts consistently emphasize that parties must voluntarily agree to submit disputes to arbitration. In *Dallah Real Estate & Tourism Holding Co. V. Ministry of Religious Affairs* (UK, 2010), the lack of corporate authority of the signatory was a decisive factor in refusing enforcement. This case underscores the importance of ensuring that all signatories possess the requisite legal authority, particularly in complex corporate structures. Similarly, consent obtained under duress, fraud, or misrepresentation may invalidate the arbitration agreement, emphasizing the need for transparent and informed agreement by all parties [17].

Clarity of scope is another crucial factor. Arbitration clauses must explicitly define the types of disputes covered. Ambiguous or overly broad clauses can result in judicial challenges. The *Fiona Trust & Holding Corp v. Privalov* (UK,2007) decision illustrates that courts generally favor a pro-arbitration interpretation, but the clause must still provide sufficient clarity to prevent disputes over its applicability. Including explicit references to institutional arbitration rules, the seat of arbitration, and applicable law significantly reduces the risk of interpretative disputes [18].

Procedural compliance is essential for enforceability. Many jurisdictions require that

arbitration clauses be in writing, specifying formal requirements such as signatures, emails, or electronic communications. Additionally, adherence to procedural rules of recognized institutions, such as ICC, LCIA, or UNCITRAL arbitration rules, ensures legitimacy and facilitates enforcement. National courts often respect arbitration clauses unless procedural deficiencies or violations of mandatory legal provisions are evident [19].

Public policy remains a potential limitation. Even under the New York Convention, courts may refuse to enforce arbitration clauses if they contravene the forum country's public policy. Although this exception is narrowly construed, it is particularly relevant in sensitive sectors such as antitrust, consumer protection, or employment law. Scholars such as Redfern et al. (2015) advocate for careful drafting to avoid conflicts with local laws and public policy, including specifying arbitration rules that align with both international standards and domestic legal requirements [20].

Jurisdictional differences further complicate enforcement. Comparative analyses reveal significant variations in national arbitration laws, particularly regarding interim measures, arbitrator appointments, and the recognition of foreign awards. For instance, some jurisdictions may have restrictive interpretations of consent or public policy, while others adopt a more liberal approach favoring arbitration. This highlights the necessity of considering both the seat of arbitration and the applicable procedural law when drafting clauses [21].

Empirical studies indicate that parties increasingly adopt comprehensive arbitration clauses to preempt potential disputes. Best practices include clearly specifying the number of arbitrators, language of proceedings, applicable law, choice of venue, and provisions for interim relief. These measures enhance predictability and reduce the likelihood of judicial challenges. Additionally, careful attention to corporate governance, signatory authority, and procedural formalities ensures that arbitration agreements are enforceable across multiple jurisdictions [22].

In practice, drafting enforceable arbitration clauses requires a balance between flexibility and precision. Overly rigid clauses may fail to accommodate procedural nuances in different jurisdictions, whereas vague clauses may invite judicial intervention. Effective clauses achieve clarity, provide procedural guidance, and align with international conventions and domestic arbitration laws. The combination of doctrinal, comparative, and case-based analyses demonstrates that while challenges exist, careful drafting and adherence to legal standards significantly enhance the enforceability of arbitration clauses in international commercial contracts [23].

Ultimately, the literature and case law converge on the view that enforceable arbitration clauses are essential for reliable dispute resolution in cross-border commercial transactions. By addressing issues of consent, scope, authority, procedural compliance, and public policy, parties can maximize the likelihood that their arbitration agreements will be upheld and effectively serve as a mechanism for resolving disputes efficiently, predictably, and fairly [24].

### Conclusion

International commercial transactions have increased substantially over the past decades, driven by globalization, technological advancements, and cross-border trade. As businesses engage in contracts spanning multiple jurisdictions, disputes are inevitable due to differing legal systems, cultural practices, and regulatory frameworks. Traditional litigation in national courts can be time-consuming, costly, and uncertain, particularly when enforcement of foreign judgments is required. Consequently, arbitration has emerged as a preferred mechanism for resolving disputes in international commercial contracts, offering efficiency, neutrality, confidentiality, and enforceability across borders.

At the core of arbitration is the arbitration clause, which constitutes the parties' agreement to resolve disputes through arbitration rather than litigation. The effectiveness of arbitration is heavily dependent on the validity and enforceability of this clause. An invalid or ambiguous clause may lead to judicial challenges, delays, or even nullification of the arbitration process, undermining the benefits arbitration is intended to provide.

International frameworks such as the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958) and the UNCITRAL Model Law on International Commercial Arbitration establish broad principles for recognizing and enforcing arbitration agreements. Nevertheless, challenges remain, particularly regarding consent, clarity, corporate authority, procedural compliance, and public policy exceptions. Judicial decisions, including *Fiona Trust & Holding Corp v. Privalov* (UK, 2007) and *Dallah Real Estate & Tourism Holding Co. V. Ministry of Religious Affairs* (UK, 2010), highlight the importance of precise drafting and adherence to legal standards.

This paper examines the validity and enforceability of arbitration clauses in international commercial contracts, analyzing international conventions, national laws, and case law. By identifying key factors that influence enforceability and providing practical recommendations for drafting arbitration clauses, the study aims to ensure that parties can achieve reliable and predictable dispute resolution in cross-border commercial transactions.

### Disclosure Statement

No potential conflict of interest reported by the authors.

### Funding

This research did not receive any specific grant from funding agencies in the public, commercial, or not-for-profit sectors.

### Authors' Contributions

All authors contributed to data analysis, drafting, and revising of the paper and agreed to be responsible for all the aspects of this work.

### References

- [1] Abou El Farag, M. S., & Elgarhe, K. (2024). [The Arbitration Agreement from the Perspective of Qatari Law](#). *Global Journal of Comparative Law*, 13(3), 325-350.
- [2] Abou El Farag, M. S., & Elgarhe, K. (2024). [The Arbitration Agreement from the Perspective of Qatari Law](#). *Global Journal of Comparative Law*, 13(3), 325-350.
- [3] Antonopoulou, G. (2023). [The 'Arbitralization' of Courts: The Role of International Commercial Arbitration in the Establishment and Procedural Design of International Commercial Courts](#). *Journal of International Dispute Settlement*, 14(3), 328-349.
- [4] Bayat, H. E. (2008). [Validity and Effects of the Arbitration Agreement in Domestic and International Law of Iran and Arbitration Rules of the International Chamber of Commerce](#). *Journal of Politics and Law*, 9(2), 146-156.
- [5] Born, G. (2001). [Formation and Validity of International Arbitration Agreements](#). In *International Commercial Arbitration: Commentary and Materials* (Chapter 3, pp. 155-295). Brill Nijhoff.
- [6] Cavalieros, P. (2020). [Drafting, Interpretation, and Enforcement of Commercial Arbitration Clauses](#). In *The Cambridge Handbook of Judicial Control of Arbitral Awards* (pp. 130-148). Cambridge University Press.
- [7] Conaglen, M. (2015). [The Enforceability of Arbitration Clauses in Trusts](#). *The Cambridge Law Journal*, 74(3), 450-479.
- [8] Freyer, D. H. (2002). [Commentary: Drafting Arbitration Clauses in Contracts Involving Sovereigns](#). *Arbitration International*, 18(3), 263-267.
- [9] Frignani, A. (2008). [Drafting Arbitration Agreements](#). *Arbitration International*, 24(4), 561-570.
- [10] [International Bar Association \(IBA\)](#). (2010). *IBA Guidelines for Drafting International Arbitration Clauses*. IBA.
- [11] Jarrett, M. (2023). [The International Validity of Domestic Law in Investment-Treaty Arbitration](#). *Arbitration International*, 39(1), 1-18.

- [12] Lestrade, E. (2006). [Drafting Arbitration Clauses in International Agreements - a Guide for European Lawyers](#). Legal Writing eJournal, SSRN.
- [13] Makarenkov, O., & Mesquita, L. V. (2023). [Challenges of Legal Guarantees for the Enforcement of Arbitral Awards in International Commercial Cases](#). Access to Justice in Eastern Europe, 1(22).
- [14] Moses, M. L. (2012). [Drafting the Arbitration Agreement](#). In *The Principles and Practice of International Commercial Arbitration* (pp. 43-58). Cambridge University Press.
- [15] Park, W. W. (2012). [The Arbitration Clause: Drafting Considerations](#). In *Arbitration of International Business Disputes: Studies in Law and Practice* (2nd ed.). Oxford University Press.
- [16] Risvas, M. (2022). [International Law as the Basis for Extending Arbitration Agreements Concluded by States or State Entities to Non-Signatories](#). *International & Comparative Law Quarterly*, 71(1), 183-209
- [17] Risvas, M. (2022). [International Law as the Basis for Extending Arbitration Agreements Concluded by States or State Entities to Non-Signatories](#). *International & Comparative Law Quarterly*, 71(1), 183-209.
- [18] Surzhenko, O., Kravtsov, S., & Golubeva, N. (2021). [The Validity, Effectiveness, and Enforceability of an Arbitration Agreement: Issues and Solutions](#). Access to Justice in Eastern Europe, 4(12), 116-130.
- [19] Surzhenko, O., Kravtsov, S., & Golubeva, N. (2025). [The Validity, Effectiveness and Enforceability of Arbitration Agreements: Issues and Solutions](#). Access to Justice in Eastern Europe, (article).
- [20] Xiao, Y., & Long, W. (2009). [Enforcement of International Arbitration Agreements in Chinese Courts](#). *Arbitration International*, 25(4), 569-590.
- [21] Zhang, J. (2024). [The Enforceability of the Interim Measures Granted by an Emergency Arbitrator in International Commercial Arbitration](#). Springer Singapore.
- [22] Zhang, X. (2023). [Research on the Effectiveness of International Commercial Arbitration Agreements](#). *Science of Law Journal*, 2, 211-218.
- [23] (2010). [Enforcement of International Arbitration Agreements in Chinese Courts standard of review and law applicable to arbitration agreements](#). *Arbitration International*, 25(4).
- [24] (2022). [International Law as the Basis for Extending Arbitration Agreements to Non-Signatories](#). *International & Comparative Law Quarterly*, 71(1).