

IBA/IFA 33rd ANNUAL JOINT CONFERENCE

International Franchising in a Changing World

**ARBITRATING FRANCHISE DISPUTES
IN THE UNITED ARAB EMIRATES**

May 10, 2017 Washington, D.C. U.S.A.

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1. Introduction

There is currently no franchise-specific legislation in the United Arab Emirates. Under U.A.E. law, franchise agreements may be deemed commercial agency agreements and thus are subject to registration under U.A.E. Federal Law No. 18 of 1981 Regulating Commercial Agencies as amended (the "CAL"). Although Article 2 of the CAL states that all agreements creating commercial agencies must be registered with the U.A.E. Federal Ministry of Economy (the "Ministry"),¹ a 2006 ministerial order appears to preclude registration absent evidence of the foreign party's consent.² Only U.A.E. nationals, or entities wholly owned by U.A.E. nationals, are eligible to be commercial agents,³ although many entities that are at least partially owned by foreign nationals routinely act as distributors, franchisees or in other capacities that are considered to fall within the definition of "commercial agency." Thus, CAL Article 2 does not appear to create a mandatory requirement to register under the CAL.

Article 3 of the CAL provides that "[a]ny unregistered Commercial Agency shall not be legally recognized and no claim in respect thereof shall be heard." Article 3 of the CAL thus appears to preclude recourse to courts in the United Arab Emirates in respect of unregistered agencies.

2. Arbitration and the CAL

The dispute resolution procedures applicable to registered commercial agencies do not contemplate arbitration. If a dispute arises in respect of a franchise agreement that is registered under the CAL, the CAL requires recourse to a conciliation committee described in Articles 27 and 28 of that law. The decision of the committee may be appealed to a court in the U.A.E. A 2009 decision of the Abu Dhabi Court of Cassation appears to indicate that U.A.E. public policy precludes enforcement of an arbitration clause in a contract relating to a relationship that is registered under the CAL.⁴

Accordingly, an agreement to arbitrate disputes arising out of a franchise agreement that is registered under the CAL would not be enforceable. As a corollary, an arbitral award arising out of such a franchise agreement may be unenforceable in the United Arab Emirates whether it is rendered inside or outside the United Arab Emirates. An award rendered in the United Arab Emirates arising out of such a franchise agreement would be subject to set aside by a U.A.E. court pursuant to Article 216 of the United Arab Emirates Civil Procedure Code (the "CPC"),⁵ which states that set aside may be granted if the arbitration is based on an invalid agreement to arbitrate. An award rendered outside the United Arab Emirates arising out of such a franchise agreement could be refused recognition and enforcement pursuant to Article V Paragraph 2(a) of the New York Convention,⁶ which states that "recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and

¹ See Article 3 of the CAL.

² Ministerial Resolution No. 168 of 2006.

³ See Article 2 of the CAL.

⁴ See Petition for Cassation No. 875 of 2009 decided on 10 September 2009 (Abu Dhabi).

⁵ U.A.E. Federal Law No. 11 of 1992 Promulgating the Law of Civil Procedures.

⁶ United Nations on the Recognition and Enforcement of Foreign Arbitral Awards, 330 UNTS 38; 21 UST 2517; 7 ILM 1046 (1968).

enforcement is sought finds that . . . [t]he subject matter of the difference is not capable of settlement by arbitration under the law of that country."

If the relationship created by franchise agreements is not registered under the CAL, then the parties are free to agree to arbitration. Indeed, CAL Article 3 states that "[a]ny unregistered Commercial Agency shall not be legally recognized and no claim in respect thereof shall be heard." Consequently, if a franchise agreement is considered to create a commercial agency relationship, arbitration appears to be the only option for disputes arising out of an unregistered relationship.

3. Issues in Drafting an Arbitration Clause for a UAE Franchise Relationship

Important considerations relating to drafting an agreement to arbitrate disputes arising out of franchise relationships that are not registered under the CAL include: (1) the institutional framework (arbitral rules); (2) the seat of arbitration; and (3) the governing law of the agreement.

3.1 Institutional Framework (Arbitral Rules)

Many arbitration clauses simply recite the parties' agreement to refer disputes to arbitration but do not specify the arbitral rules under which the arbitration is to take place. Referring to a document such as the ICC Rules⁷ or the DIAC Rules⁸ does more than specify a set of timelines and other rules for conduct of the arbitration; it invokes the support of an institution that can administer the arbitration. The administrative role of the arbitral institution is important, insofar as the institution provides, among other things, a mechanism for arbitrators to be appointed (or replaced in case of disqualification, incapacity or death); arbitrator fees to be set, collected and paid; and records of the arbitration to be kept.

There are many excellent arbitration institutions available to franchisors and franchisees. These include international institutions such as the International Chamber of Commerce (ICC); the London Court of International Arbitration (LCIA); the American Arbitration Association (AAA); and the Singapore International Arbitration Centre (SIAC) and well known regional institutions such as the Dubai International Arbitration Centre (DIAC); DIFC-LCIA Arbitration Center; the Cairo Regional Center for International Commercial Arbitration (CRCICA); and the Bahrain Chamber for Dispute Resolution (BCDR). Other institutions in the United Arab Emirates are the Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCCAC) and the Sharjah International Commercial Arbitration Centre (Tahkeem).

Because many of these arbitration institutions have adopted rules based on international standards, the rules are often quite similar from one institution to another. The choice of institution should be driven by the institution's track record and the professional experience of its staff and management.

3.2 Seat of Arbitration

3.2(i) The Importance of the Seat

The "seat of arbitration" is a term of art used in arbitration practice to describe the place where the arbitration award is rendered. The seat usually coincides with the place of arbitration, but it is possible to have an arbitration with its seat in Paris but with hearings conducted in Dubai or anywhere else in the world. However, the seat of arbitration is much more than just a location.

⁷ The Rules of Arbitration of the International Chamber of Commerce; see ICC Publication 865-2-ENG.

⁸ Arbitration Rules of the Dubai International Arbitration Centre promulgated pursuant to Dubai Decree No. 11 of 2007.

The law of the seat governs the conduct of the arbitration and provides the backdrop of procedural law in circumstances where the parties have not agreed on procedural matters in the agreement to arbitrate or in a subsequent agreement. Because parties frequently do not address in the arbitration clause procedural topics such as document production; the right to call witnesses; and similar items, these items are usually governed by the law of the seat. Mandatory provisions of the law of the seat will override contrary provisions in the agreement to arbitrate or other instruments agreed by the parties. Perhaps most importantly, the law of the seat governs whether an arbitral award may be appealed and the grounds under which an arbitral award may be set aside (invalidated). Applications to set aside an arbitration award are brought before the courts of the seat.

Therefore, choosing a suitable seat of arbitration is of critical importance.

3.2(ii) The United Arab Emirates as the Seat of Arbitration

If the arbitration clause in the franchise agreement provides that the seat of the arbitration is inside the U.A.E., then U.A.E. law would apply to the conduct of the arbitration proceedings and would govern applications to set aside the decision of the arbitral tribunal.

Except for laws effective only within the common-law enclaves of the Dubai International Financial Centre (DIFC) and the Abu Dhabi Global Market (ADGM), there is no arbitration act in the United Arab Emirates.

A chapter of the CPC devoted to arbitration⁹ is the only U.A.E. legislation that governs the conduct of arbitration outside the DIFC or ADGM, or the ratification or setting aside of arbitral awards rendered in the United Arab Emirates outside the DIFC or ADGM.¹⁰ The CPC is ambiguous as to the extent to which arbitral tribunals are required to follow rules of U.A.E. courtroom procedure or apply norms of U.A.E. evidence law. Arbitration awards are not self-executing in the United Arab Emirates, so enforcement requires ratification through proceedings in the local courts. Enforcement proceedings are often resisted and may prompt petitions by the losing party to set aside the award.

Although the CPC authorizes the court to set aside an arbitration award if a procedural irregularity occurs during the arbitration case,¹¹ the CPC does not set clear time limits on set-aside requests nor does it define parameters limiting the circumstances under which the local courts may set aside an arbitral award. Nor does the CPC deem a party to have waived the right to invoke an irregularity in set aside proceedings if the party continues participating in the proceedings without registering its objection. As a result, in practice, parties often choose to acquiesce to procedural irregularities during the arbitral proceedings with a view towards raising the alleged errors in set-aside proceedings should the tribunal render an award in favor of the opposing party.

In addition, parties resisting enforcement often challenge the validity of the underlying agreement to arbitrate in set-aside proceedings. One frequently used argument is that the individual who signed the agreement containing the arbitration clause did not have express actual authority to agree to refer future disputes to arbitration. Although courts in the U.A.E. sometimes infer a representative's authority from

⁹ Articles 203 to 218 of the Civil Procedure Code.

¹⁰ DIFC Law 1 of 2008 as amended would apply to arbitration proceedings seated in the Dubai International Financial Centre. The ADGM Arbitration Regulations 2015, would apply to arbitration proceedings seated in the Abu Dhabi Global Market.

¹¹ See CPC Article 216(1)(c).

the overall facts and circumstances,¹² and the new Companies Law enacted in 2015 contains a rule that would limit the extent to which a company incorporated in the U.A.E. may repudiate acts of its employees or agents,¹³ it remains standard practice for litigants to challenge the capacity and authority of signatories to arbitration agreements.

The local courts have at times appeared to adopt a fairly interventionist posture towards arbitral proceedings. Notably, the Dubai Court of Cassation has overturned arbitral awards citing the tribunal's non-compliance with procedural requirements in circumstances where both parties appeared to have consented to the procedures in question.¹⁴ A 2012 Dubai decision overturned a tribunal's award in a real estate development dispute where the tribunal based its decision on one party's failure to comply with certain registration procedures mandated by Dubai law; in that case the Court of Cassation held that provisions relating to the transferability of resources, and the rules concerning individual property ownership are matters of public policy in respect of which arbitration is impermissible.¹⁵

As a practical matter, the prevailing uncertainty means that a party attempting to enforce an arbitral award rendered in the U.A.E. outside the DIFC or ADGM may face protracted litigation in the U.A.E. courts in which the outcome is not assured.

3.2(iii) DIFC as the Seat of Arbitration

The Dubai International Financial Centre (DIFC) is a "financial free zone." In practice, the DIFC is a common-law enclave situated in the Emirate of Dubai. An amendment to the U.A.E. Constitution allows financial free zones such as the DIFC to be exempted from certain Federal laws in the United Arab Emirates.¹⁶ Article 121 of the UAE Constitution reserves exclusive legislative authority to the Federal government in organizing financial free zones and the scope of their exemption from the implementation of Federal law. The Federal government exercised its exclusive legislative authority over financial free zones in respect of DIFC by enacting Federal Law No. 8 of 2004 Concerning Financial Free Zones (the "FFZ Enabling Law") and Federal Decree 35 of 2004 to Establish a Financial Free Zone in Dubai (the "DIFC Establishment Decree").

The FFZ Enabling Law expressly exempts financial free zones from "Federal civil and commercial laws."¹⁷ The DIFC has an English-language court system functioning on common-law principles, separate from the Arabic language Dubai Courts. Therefore, the exemption from "Federal civil and commercial laws" appears to include the CPC. The DIFC Arbitration Act governs the conduct of arbitration proceedings seated in DIFC.¹⁸

Accordingly, if the arbitration clause in a franchise agreement expressly states that the seat of arbitration is the DIFC, then the DIFC Arbitration Act (not the CPC arbitration chapter) would be the law of the seat. The DIFC Arbitration Act provides a relatively clear and robust framework for arbitration. Perhaps more importantly, the DIFC Court (and not the ordinary courts of Dubai) would have jurisdiction

¹² See, e.g., Petition for Cassation 462 of 2002 (Dubai).

¹³ See Article 23 of U.A.E. Federal Law No. 2 of 2015 Concerning Commercial Companies (the "New Companies Law"). The New Companies Law repealed and replaced U.A.E. Federal Law No. 8 of 1984 Concerning Commercial Companies, as amended (the "1984 Companies Law").

¹⁴ See, for example, Petition for Cassation No. 503 of 2003 decided on 15 May 2005 (Dubai).

¹⁵ Petition for Cassation No. 14 of 2012 decided on 16 September 2012 (Dubai).

¹⁶ See Constitution of the United Arab Emirates, Article 121.

¹⁷ Article 3(2) of the FFZ Enabling Law.

¹⁸ DIFC Law 1 of 2008, as amended.

and oversight over arbitration proceedings seated in DIFC, and would be the court to which any set-aside petition must be brought.

The DIFC Arbitration Act states, for example, that:

A party who knows that any provision of this Law, including one from which the parties may derogate, or any requirement under the Arbitration Agreement has not been complied with and yet proceeds with the Arbitration without stating his objection to such non-compliance without undue delay or, if a time limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.¹⁹

The "deemed waiver" rule set forth in Article 9 of the DIFC Arbitration Act effectively rules out the practice, common in arbitrations seated in Dubai outside the DIFC enclave, of acquiescing in procedural errors during the arbitration case with a view towards invoking the errors in subsequent set-aside proceedings.

The DIFC Arbitration Act limits the circumstances under which an arbitral award may be set aside.²⁰ The grounds for set-aside under the DIFC Arbitration Act are similar in large part to the grounds for refusing enforcement permitted under Article V of the New York Convention.

Pursuant to the Judicial Authority Law²¹ and a 2009 enforcement protocol,²² the Dubai courts outside the DIFC enclave are required to enforce an order from the DIFC Court (including an order enforcing an arbitral award rendered in DIFC) without reviewing the DIFC Court order on the merits. The procedure for enforcement before the Dubai courts is relatively streamlined.

Selecting DIFC as the seat of arbitration is therefore preferable to simply choosing "Dubai." When drafting the arbitration clause, the parties should therefore ensure that the clause expressly states that "DIFC" (or the "Dubai International Financial Centre") is the seat of arbitration. A party wishing to select DIFC as the seat is not required to select DIFC-LCIA rules or use DIFC-LCIA as the arbitration institution. A party may choose DIFC as the seat of arbitration even if it chooses the DIAC rules and institutional framework, or the ICC rules and institutional framework.

3.2(iv) ADGM as the Seat of Arbitration

Like DIFC, the Abu Dhabi Global Market (ADGM) is a financial free zone and common-law enclave created by Federal Decree.²³ ADGM is situated in the Emirate of Abu Dhabi and has an English-language court system functioning on common-law principles, separate from the Arabic-language Abu Dhabi Judicial Department.²⁴ The CPC does not apply in ADGM because, like DIFC, ADGM is exempt from "Federal civil and commercial laws" pursuant to the FFZ Enabling Law.²⁵ ADGM has enacted a law governing the conduct of arbitration proceedings seated within the enclave.²⁶

¹⁹ DIFC Arbitration Act, Article 9.

²⁰ See DIFC Arbitration Act, Article 41(2).

²¹ Dubai Law No. 12 of 2004 in respect of The Judicial Authority at Dubai International Financial Centre.

²² 2009 Protocol of Jurisdiction Between Dubai Courts and DIFC Courts.

²³ Federal Decree No. 15 of 2013 to Establish a Financial Free Zone in Abu Dhabi (the "ADGM Establishment Decree")

²⁴ ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015.

²⁵ Article 3(2) of the FFZ Enabling Law.

²⁶ ADGM Arbitration Regulations 2015.

Accordingly, if the arbitration clause in a franchise agreement expressly states that the seat of arbitration is the ADGM, then the ADGM Arbitration Regulations would be the law of the seat. Like the DIFC Arbitration Act, the ADGM Arbitration Regulations provide a relatively clear and robust framework for arbitration. The ADGM Court (and not the ordinary courts of Abu Dhabi) would have jurisdiction and oversight over arbitration proceedings seated in ADGM, and would be the court to which any set-aside petition must be brought.

Like the DIFC Arbitration Act, the ADGM Arbitration Regulations contain a "deemed waiver" rule, although the ADGM rule appears to be less categorical than its DIFC analogue. Article 10 of the ADGM Arbitration Regulations state:

10. Waiver and loss of right to object

(1) A party which, knowingly and without a legitimate reason, fails to object to an irregularity before the arbitral tribunal in a timely manner, or if a time limit is provided in any applicable arbitration rules, within such period of time, shall be deemed to have waived its right to object to such irregularity.

(2) An objection to an irregularity under subsection (1) shall include any objection (a) that the tribunal lacks substantive jurisdiction, (b) that the proceedings have been improperly conducted, (c) that there has been a failure to comply with the arbitration agreement or with any provision of this Part, or (d) that there has been any other irregularity affecting the tribunal or the proceedings.

(3) Where the arbitral tribunal rules that it has substantive jurisdiction and a party to arbitral proceedings who could have questioned that ruling by challenging the award (or pursuant to any other process that may be agreed by the parties), does not do so, or does not do so within the time allowed by the arbitration agreement or any provision of this Part, he may not object later to the tribunal's substantive jurisdiction on any ground which was the subject of that ruling.

The ADGM Arbitration Regulations therefore restrict a litigant's opportunity to stockpile errors arising during the arbitration case with a view towards invoking those errors in subsequent set-aside proceedings. However, the scope of the waiver is more limited under ADGM law, insofar as in ADGM the waiver arises only if the litigant fails to object "knowingly and without a legitimate reason."²⁷

The ADGM Arbitration Regulations also limit the circumstances under which an arbitral award may be set aside.²⁸ The grounds for set-aside under the ADGM Arbitration Regulations are similar in large part to those under the DIFC Arbitration Act.

While Dubai laws and procedures²⁹ clearly provide that judgments of the DIFC Court are enforceable in Dubai outside that enclave, the status of ADGM Court judgments is less clear under Abu

²⁷ ADGM Arbitration Regulations 2015, Article 10(1).

²⁸ ADGM Arbitration Regulations 2015, Article 53(2).

²⁹ Dubai Law No. 12 of 2004 in respect of The Judicial Authority at Dubai International Financial Centre; and 2009 Protocol of Jurisdiction Between Dubai Courts and DIFC Courts.

Dhabi law.³⁰ As the ADGM Court is much newer than the DIFC Court, the ADGM Court has not yet had time to develop a track record.

While selecting ADGM as the seat of arbitration is probably preferable to simply choosing "Abu Dhabi" as the seat, selecting DIFC may offer more certainty and predictability.

3.2(v) Seat of Arbitration Outside the United Arab Emirates

The United Arab Emirates acceded to the New York Convention in 2006.³¹ Accession to the New York Convention may have made it easier to enforce an award seated abroad than a "domestic" award seated in the United Arab Emirates outside the DIFC or ADGM financial free zones. In the past, obtaining recognition and enforcement of a foreign arbitration award was generally subject to the same difficulties that apply to foreign judgments.³² Although a 1992 bilateral treaty between the United Arab Emirates and France³³ provides for the mutual recognition and enforcement of arbitral awards rendered in those countries, franchisors who chose seats in London or California or other locations outside France were unable to invoke the treaty provisions. In the absence of a treaty procedure, obtaining recognition and enforcement of a foreign judgment required proceedings in the U.A.E. at which the defendant had the opportunity to assert defenses and produce evidence. A foreign arbitral award could, however, be introduced as evidence in such U.A.E. proceedings.

That said, franchisors considering choosing a seat outside the United Arab Emirates should consider the potential cost of conducting proceedings somewhere that may be far removed from the place where evidence and witnesses are located. In addition, franchisors considering choosing France, the U.K., the United States or a similar country as the seat of arbitration should also consider whether either party may need to present testimony by witnesses who are third-country nationals residing in the United Arab Emirates. If a party's prospective witnesses are unable to obtain entry visas to the country where the arbitration proceedings are held, and suitable alternative arrangements cannot be made, that party may later argue that it was unable to present its case. The New York Convention permits a court to refuse enforcement if a party was "unable to present its case."³⁴

In addition, there are at least two areas of potential uncertainty surrounding implementation of the New York Convention with respect to a franchise relationship in the U.A.E.

(a) The New York Convention provides in Article V(2)(a) that recognition and enforcement of a foreign arbitral award may be refused if the competent authority in the country where recognition and enforcement is sought determines that "the subject matter of the difference is not capable of settlement by arbitration under the law of that country." Article 6 of the CAL makes the U.A.E. courts the exclusive forum for resolving any dispute concerning a registered commercial agency. Accordingly, a party could arguably invoke Article V(2)(a) to resist enforcement of a foreign arbitral award rendered in connection with a registered commercial agency.

(b) The New York Convention provides in Article V(2)(b) that recognition and enforcement of a foreign arbitral award may be refused if the competent authority in the country where recognition and

³⁰ See Article 13(11) of Abu Dhabi Law No. 4 of 2013 Concerning Abu Dhabi Global Market

³¹ Federal Decree No. 43 of 2006, promulgated on 13 June 2006.

³² See Articles 212(4) and 235(2)(a) of the CPC.

³³ Federal Decree No. 31 of 1992 Ratifying the Treaty on Judicial Cooperation and the Recognition and Enforcement of Judgments in Civil and Commercial Cases between the Government of the State of the United Arab Emirates and the Government of the French Republic.

³⁴ New York Convention, Article V Paragraph 1(b).

enforcement is sought determines that recognition or enforcement of the award "would be contrary to the public policy of that country." Thus, a party could arguably invoke Article V(2)(b) to resist enforcement of a foreign arbitral award concerning a registered commercial agency (or possibly even an unregistered agency) on public policy grounds.

3.2 Governing Law of the Agreement

Assuming the franchise agreement is not registered under the CAL, the parties may separately choose the governing law of the agreement and the seat of arbitration. Thus, the parties may agree that the franchise agreement will be governed by the laws of California, or the laws of England and Wales, while also agreeing that the seat of any arbitration arising out of the franchise agreement will be Paris, or DIFC.

The United Arab Emirates has not yet adopted a franchise law, nor is there body of court precedent in the U.A.E. relating to franchise transactions. Therefore, the rights and obligations of parties to a franchise relationship are not yet well defined in U.A.E. law.

As discussed above, franchisees often seek to characterize franchising relationships as commercial agencies so that they may invoke the benefits and protections of the CAL. A franchisee may not claim the benefits and protections of the CAL unless the relationship is registered as a commercial agency with the Ministry of Economy. However, courts in the U.A.E. have shown that in practice they are willing to apply the U.A.E. Commercial Code³⁵ as a separate source of commercial agency rights.³⁶

For example, the CAL states that U.A.E. courts do not have jurisdiction over cases arising from unregistered agencies. Consequently, an unregistered agent should not be able to invoke the compensation provisions of the CAL. However, the Commercial Code, which does not expressly impose any registration requirements, contemplates compensation for commercial agencies terminated "at an inappropriate time."³⁷ Courts in the U.A.E. have relied on the Code to allow unregistered agents to claim compensation.³⁸

Given the relatively undefined status of the law relating to franchise relationships in the U.A.E., and the potential adverse consequences of applying the CAL or the Commercial Code, it might be desirable for the parties to select non-UAE law as the governing law of the agreement. Choosing non-UAE law as the governing law, coupled with a suitable forum that applied the party's agreed choice of governing law to any dispute, should allow the parties to benefit from increased predictability.

4. Conclusions

Arbitration is a desirable choice for resolving disputes arising out of franchise agreements that have not been registered under the CAL. The parties may wish to consider choosing DIFC or a suitable location outside the U.A.E. as the seat of arbitration, and may choose a suitable governing law.

³⁵ U.A.E. Federal Law No. 18 of 1993 Promulgating the Commercial Transactions Code.

³⁶ See, for example, Petition for Cassation No. 11 of 2006, decided on 3 June 2006 (Dubai), in which the Dubai Court of Cassation cited Article 227 of the Commercial Code to support reversing and remanding a lower court decision holding that Article 3 of the CAL precluded an unregistered exclusive distributor from claiming compensation from the manufacturer.

³⁷ See Commercial Code Article 214.

³⁸ See, for example, Petition for Cassation No. 11 of 2006, decided on 3 June 2006 (Dubai).

Author Bio

Herb Wolfson is an American lawyer who has dedicated most of his career to the United Arab Emirates since first becoming resident in Abu Dhabi in March 1992. Over the years, Mr. Wolfson has advised clients in a broad range of transactions in the United Arab Emirates and neighboring countries including franchising relationships; public-private partnership transactions in the power generation and shipbuilding sectors; and independent power projects and other infrastructure development projects in Abu Dhabi and Pakistan. He has also advised clients in the education sector, including leading American universities and K-12 education providers. Mr. Wolfson sits as an arbitrator and represents clients as counsel in arbitration proceedings in the United Arab Emirates and elsewhere. He is a Fellow in the Chartered Institute of Arbitrators, and is on the list of arbitrators at the Dubai International Arbitration Centre and the Cairo Regional Centre for International Commercial Arbitration. Herb Wolfson has published numerous articles and frequently lectures on United Arab Emirates laws as well as international legal issues, and is considered a leading expert on the laws of Abu Dhabi and the United Arab Emirates. Mr. Wolfson is often retained to provide expert testimony in U.S. courts on Middle Eastern laws and legal systems. He frequently teaches courses on legal topics for lawyers and non-lawyers. Herb Wolfson is admitted to practice law in Pennsylvania and holds a legal consultancy license in the United Arab Emirates. He has offices in Philadelphia and the United Arab Emirates. Mr. Wolfson was graduated with high honors from the University of Pennsylvania Law School in May 1988. He also holds a Master's degree and a Bachelor of Arts degree in Arabic language and literature from the same University.