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# Enforcement of Foreign Arbitral Awards and Court Judgments in the United States

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I. INTRODUCTION

§ 1 Scope Note

This paper provides a practical overview of the enforcement of foreign arbitral awards and court judgments in the United States. It discusses the law governing the enforcement process, the procedures that must be followed, and potential defenses and pitfalls to enforcement. This paper also compares the relative ease or difficulty of the enforcement of arbitral awards to court judgments, and examines issues concerning the enforcement of orders or awards providing for preliminary relief or interim measures.

II. ENFORCEMENT OF ARBITRATION AWARDS

§ 2 Overview


The United States invoked both the “commercial reservation” and the “reciprocity reservation” in its accession to the New York Convention. The commercial reservation limits the application of the New York Convention to disputes arising out of relationships whether

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contractual or not that are considered “commercial” under United States law.\(^5\) Under the reciprocity reservation, the Convention applies only to awards made in States that are also parties to the Convention.\(^6\) Given that more than 140 States are currently parties to the New York Convention, the significance of the reciprocity reservation continues to diminish.\(^7\)

The attitude of U.S. courts is favorable to the enforcement of foreign arbitration awards. U.S. courts have repeatedly recognized the “general pro-enforcement bias informing the [New York] Convention.”\(^8\) They also have acknowledged that the purpose of the United States in adopting the Convention was to “encourage the recognition and enforcement of international arbitral awards.”\(^9\)

§ 3 Defenses Generally

In the U.S., a court may refuse to enforce a foreign arbitral award based on the grounds set out in Article V of the New York Convention.\(^10\) In keeping with the Convention’s “pro-

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\(^8\) *Parsons & Whittemore Overseas Co. v. Société Générale de L’Industrie du Papier*, 508 F.2d 969, 973 (2d Cir. 1974).

\(^9\) *Bergessen v. Joseph Muller Corp.*, 710 F.2d 928, 932 (2d Cir. 1983).

\(^10\) Article V of the New York Convention sets forth the following grounds for the refusal to enforce an arbitral award:

1.Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that:

   (a) The parties to the agreement referred to in article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or
enforcement” bias, a party challenging an award bears the burden of proving that the award should not be enforced.\textsuperscript{11} U.S. courts construe the Article V defenses narrowly.\textsuperscript{12} They have stated frequently that the enumerated grounds are the exclusive grounds upon which a party can oppose enforcement.\textsuperscript{13} Consistent with these rulings, the FAA states that a United States “court shall confirm the award unless it finds one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the . . . Convention.”\textsuperscript{14} As a general matter, the Article V defenses do not permit a court to refuse to enforce an award simply because the court disagrees with the decision of the arbitrators on the merits.\textsuperscript{15}

\begin{itemize}
\item[(b)] The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or
\item[(c)] The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it 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 recognized and enforced; or
\item[(d)] The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or
\item[(e)] The award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.
\end{itemize}

2. Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that:
\begin{itemize}
\item[(a)] The subject matter of the difference is not capable of settlement by arbitration under the law of that country; or
\item[(b)] The recognition or enforcement of the award would be contrary to the public policy of that country.
\end{itemize}

\textsuperscript{11} See First State Ins. Co. v. Banco de Seguros Del Estado, 254 F.3d 354, 357 (1st Cir. 2001).
\textsuperscript{12} Id.
\textsuperscript{14} 9 U.S.C. § 207.
\textsuperscript{15} See Karaha Bodas Co., LLC v. Perusahaan Pertambangan Minyak Dan Gas Bumi Negara, 364 F.3d 274, 288 (5th Cir. 2004) (“Absent extraordinary circumstances, a confirming court is not to reconsider an arbitrator’s findings.”).
From time-to-time, non-Article V challenges to enforcement have met with some success, despite the admonition of courts that the Article V list of defenses is exclusive. For the most part, these additional defenses have focused on the procedural requirements of U.S. courts. For example, U.S. courts have refused to enforce awards based on their lack of personal jurisdiction over the defendant\textsuperscript{16} or on grounds of \textit{forum non conveniens}.\textsuperscript{17} Other courts have limited their willingness to grant relief to the value of the property maintained by the defendant within the court’s jurisdiction.\textsuperscript{18}

Notwithstanding the apparent prohibition against reviewing the merits of the underlying award, courts have on occasion at least suggested that enforcement could properly be refused on the basis of the arbitrators’ “manifest disregard” of the arbitration agreement or the law.\textsuperscript{19} The “manifest disregard” doctrine is a judicially-created basis for vacating or refusing enforcement of a domestic arbitration award.\textsuperscript{20} The propriety of importing this concept into the context of international awards seems debatable. In any event, the viability of the “manifest disregard” doctrine was cast in doubt by the recent decision of the U.S. Supreme Court in \textit{Hall Street Associates LLC v. Mattel}, 128 S.Ct 1396, 1403-04 (2008).\textsuperscript{21}

\textsuperscript{16} \textit{Base Metal Trading, Ltd. v. OJSC “Novokuznetsky Aluminim Factory,”} 283 F.3d 208, 214 (4th Cir. 2002).

\textsuperscript{17} \textit{In re Monegasque de Reassurances S.A.M. (Monde Re) v. NAK Naftogaz of Ukraine and State of Ukraine}, 311 F.3d 488, 495 (2d Cir. 2002).

\textsuperscript{18} \textit{CME Media Enterprises V.B. v. Zelezny}, No. 01 Civ. 1733(DC), 2001 WL 1035138, at *1 (S.D.N.Y. Sept. 10, 2001) ("The court does not have jurisdiction to confirm an award in the amount of $23.35 million; CME may enforce the award only against the assets of $0.05.").

\textsuperscript{19} See \textit{Yusuf Ahmed Alghanim & Sons v. Toys “R” Us, Inc.}, 126 F.3d 15, 20 (2d Cir. 1997); \textit{Lander Co., Inc. v. MMP Invest., Inc.}, 107 F.3d 476, 480 (7th Cir. 1997).

\textsuperscript{20} See \textit{Lander Co.}, 107 F.3d at 480.

\textsuperscript{21} In \textit{Hall Street}, the Supreme Court held that parties may not by contract agree to expand the grounds for judicial review of arbitration awards beyond the limited grounds set forth in Sections 10 and 11 of the Federal Arbitration Act. 128 S.Ct at 1404. In holding that the FAA grounds are the “exclusive” bases for vacating or modifying an arbitration award, the Court resolved a split among the federal circuit courts of appeal. The Court’s conclusion has been construed by lower
§ 4 Due Process and Public Policy Defenses

Parties opposing confirmation of a foreign award often raise due process and public policy objections.22 Article V(1)(b) of the New York Convention is regarded by U.S. courts as essentially incorporating the concept of due process into the Convention.23 Article V(2)(b) allows a court to refuse enforcement if to do so would be contrary to public policy.24 Parties have sometimes conflated the two grounds, arguing that the enforcement of an award that was the product of a serious due process violation would be contrary to public policy.25

In practice, both of these defenses have proven difficult to establish.26 An example of a successful challenge based on due process grounds is found in Iran Aircraft Indus. v. Avco Corp.27 There, the chair of an arbitral tribunal had told the claimant to submit a summary of the invoices that supported its claim rather than the voluminous invoices themselves.28 By the time of the hearing, there was a new chair, and the tribunal denied the claimant’s claim based on its
courts as precluding judicially-created grounds for attacking awards, such as the “manifest disregard” doctrine. Citigroup Global Markets, Inc. v. Bacon, No. 07-20670, 2009 WL 542780, at *1 (5th Cir. March 5, 2009); Crawford Group, Inc. v. Holekamp, 543 F.3d 971, 976 (8th Cir. 2008). But see Comedy Club, Inc. v. Improv West Assoc., 553 F.3d 1277, 1281 (9th Cir. 2009) (finding that manifest disregard doctrine survives Hall Street); Coffee Beanery, Ltd. v. WW, LLC, 300 Fed. Appx. 415, 418 (6th Cir. 2008) (same).

22 Parsons, 508 F.2d at 975; Steel Corporation of the Philippines v. International Steel Services, Inc., No. 06-386, 2008 WL 342036, at *6 (W.D. Penn. Feb. 6, 2008).
23 Parsons, 508 F.2d at 975.
26 See, e.g., Generica Ltd. v. Pharmaceutical Basics, 125 F.3d 1123, 1130 (7th Cir. 1997) (only serious breaches of fairness that prevented a party from presenting its case will allow enforcement to be avoided); Gas Natural, 2008 WL 4344525, at *5 (public policy violated must be “well defined” and “dominant” for challenge to enforcement to succeed).
27 980 F.2d 141 (2d Cir. 1992).
28 Id. at 143.
failure to submit invoices. The United States Court of Appeals for the Second Circuit held that
the claimant had been denied the right to present its case, as it had been affirmatively misled by
the original Chair, thus rendering the award unenforceable under Article V(1)(b).

More typically, however, attempts to vacate an award under the Convention based on due
process are unsuccessful. In Consorcio Rive, S.A. v. Briggs of Cancun, for instance, the claimant
sought to enforce a Mexican award against Briggs, a U.S. company. Briggs asserted it had
been unable to present its case because of a pending Mexican warrant for the arrest of its
principal corporate official. The U.S. court refused to find a violation of Article V(1)(b),
because Briggs could have participated in the hearing through its Mexican attorney, its corporate
representative, or by telephone.

It is perhaps even more difficult to find examples where the public policy defense has
succeeded in the U.S. This defense is construed narrowly and is likely to be successful only
“where enforcement would violate the forum state’s most basic notions of morality and
justice.” An arbitral award may be vacated on public policy grounds “if there is (1) a violation
of some explicit public policy and (2) the award explicitly conflicts with law and legal
precedents as opposed to general considerations of supposed public interests.” The U.S. Court
of Appeals for the Ninth Circuit dealt with the public policy defense in Ministry of Defense of the
Islamic Republic of Iran v. Gould, where it considered the enforcement of an arbitral award

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29 Id. at 144.
30 Id. at 146.
32 Id. at 792.
33 Id. at 796. See also LaPine v. Kyocera Corp., 2008 WL 2168914, at *1 (N.D. Cal. May 23,
2008); Generica, 125 F.3d at 1130.
34 Parsons, 508 F.2d at 974.
ordering a U.S. company to make certain communications equipment available to the
government of Iran. In light of a federal statute barring the export of these goods to Iran, the
court concluded that enforcing the award could violate public policy. It remanded the case for
the district court to consider if there were any ways of modifying the award that might allow it to
be enforced without raising public policy issues.

§ 5 Enforcement of Annulled Awards

A continuing issue is when, if ever, a U.S. court will enforce an award that has been
annulled by a court in another jurisdiction. In In re Chromalloy Aeroservices, a U.S. district
court enforced an arbitral award previously vacated by an Egyptian court. It did so on the
grounds that refusing to do so would violate the United States’ public policy in favor of final and
binding arbitration of commercial disputes. However, more recently, the U.S. Court of
Appeals for the District of Columbia revisited the issue and came to a different conclusion. In
the case, Termorio S.A. v. Electranta S.P., the court affirmed the principle that nullified awards
may not be enforced absent a showing that the nullification was contrary to the “basic notions of
justice to which we subscribe.”

The standard set by the court in Termorio is clearly a high one. In the case, a Columbian
court nullified a $60 million arbitration award against a Columbian state-owned utility on the
ground that Columbian law did not then expressly authorize arbitrations under the Rules of the

36 969 F.2d 764, 773 (9th Cir. 1992).
37 Id.
38 Id. at 774. It is unclear what the district court decided on remand, as it did not publish a
written decision on the issue.
40 Chromalloy, 939 F. Supp. at 913.
41 487 F.3d 928, 939 (D.C. Cir. 2007).
International Chamber of Commerce.\textsuperscript{42} Even though the decision to vacate plainly was inconsistent with the pro-arbitration policy of the United States, the court held that the New York Convention does not permit a U.S. court to “second guess the judgment” of a court in the jurisdiction where the award was made.\textsuperscript{43} The fact that a U.S. court would not have vacated the award did not matter.\textsuperscript{44}

In an interesting variation, a party recently succeeded in enforcing an award even though proceedings attacking the award were under way. In \textit{Steel Corporation of the Philippines v. International Steel Services, Inc.}, a federal district court in Pennsylvania refused to stay enforcement of an arbitral award made in Singapore pending the resolution of a challenge to the award in the courts of the Republic of the Philippines.\textsuperscript{45} The court reasoned that Singapore, as the country where the award was made, was the only country with primary jurisdiction to vacate the arbitral award.\textsuperscript{46} Accordingly, the proceedings in the Philippines were immaterial to whether the award could or could not be enforced in the U.S.\textsuperscript{47}

\textbf{§ 6 Panama Convention}

The United States is a party to the Inter-American Convention on International Commercial Arbitration, commonly known as the “Panama Convention.” The Panama Convention was promulgated in 1975 at the Inter-American Conference on Private International

\textsuperscript{42} Id. at 931.

\textsuperscript{43} Id.

\textsuperscript{44} Id. The D.C. Circuit did not completely foreclose the possibility of the enforcement of a nullified award, suggesting that it might be proper if the actions of the foreign court were “repugnant to fundamental notions of what is decent and just.” \textit{Id.} at 939. Elaborating further, the court said that enforcement was possible if the nullification of an award “tends clearly to undermine the public interest, the public confidence in the administration of the law, or security for individual rights of personal liberty or of private property.” \textit{Id.} at 938.

\textsuperscript{45} No. 06-386, 2008 WL 342036, at *4-5 (W.D. Penn. Feb. 6, 2008).

\textsuperscript{46} Id. at *4.

\textsuperscript{47} Id. at *5.
Law, as part of an initiative to combat distrust towards foreign arbitrators in Latin American courts.\textsuperscript{48} Nineteen countries in the Americas are now parties to the Panama Convention, which applies to commercial transactions between parties from signatory countries who have entered into agreements to arbitrate.\textsuperscript{49} The United States ratified the Panama Convention in 1990. The Convention is codified in Chapter 3 of the FAA, 9 U.S.C. §§ 301-307.

The Panama Convention was modeled on the New York Convention and the two Conventions’ grounds for refusing enforcement are essentially identical.\textsuperscript{50} Under U.S. law, the New York Convention controls where both Conventions could presumably apply unless “a majority of the parties to the arbitration agreement are citizens of a State or States that have ratified or acceded to the Panama Convention.”\textsuperscript{51} Additionally, under U.S. law, the Federal Arbitration Act’s provisions apply in cases under the Panama Convention unless their terms conflict.\textsuperscript{52} This includes the defenses to enforcement of domestic arbitration awards outlined in Chapter I of the FAA.\textsuperscript{53}

\textbf{§ 7 Procedure to Enforce Foreign Arbitral Award}

The normal procedure for the enforcement of a foreign award in the United States is by application to a United States district court. U.S. district courts have original jurisdiction over actions or proceedings falling under the Convention.\textsuperscript{54} If an enforcement proceeding is

\textsuperscript{48} Helena Tavares Erickson, \textit{et al.}, \textit{Looking Back, and Ahead: The Panama Convention After 30 Years}, 23 ALTERNATIVES TO HIGH COST LITIG. 184, 184 (December 2005).
\textsuperscript{51} 9 U.S.C. § 305.
\textsuperscript{52} See 9 U.S.C. § 307.
\textsuperscript{54} 9 U.S.C. § 203.
commenced in the courts of a state, (e.g., Illinois or California), the defendant can remove the action to federal court. The action should be brought before a court that has personal jurisdiction over the defendant or its property. Actions to enforce New York Convention awards must be brought within three years of the award.

A party seeking recognition and enforcement is required to produce the authenticated original award or a certified copy, as well as the signed original arbitration agreement or a certified copy. If these documents are not in English, certified translations are also required. Upon confirmation, the court issues a judgment which may be enforced like any other judgment of a United States court. As a matter of practice, an action to enforce an arbitration award is a summary proceeding, and arbitration awards are routinely confirmed and enforced.

§ 8 Preliminary Relief and Interim Measures

An interim measure of protection issued by an arbitral tribunal, regardless of form (e.g., interim award or order) is not directly enforceable. Rather, the party seeking to enforce the tribunal’s ruling must apply to a court. U.S. courts may enforce an interim award if it is final with respect to the matter that it addresses and if it is clear that the arbitral tribunal intends for it to be immediately enforceable. It is the substance of the tribunal’s decision, rather than the label that is placed on it that counts.

57 9 U.S.C. § 207.
58 New York Convention, Art. IV.
59 Id.
61 Publicis Communication v. True North Communications, Inc., 206 F.3d 725, 728 (7th Cir. 2000).
62 Id.
For example, in *Hall Steel Co. v. Metalloyd Ltd.*, a district court in the Eastern District of
Michigan denied enforcement of an interim award of legal costs made in a London arbitration on
the basis that the award was not yet final or binding. The court stated that an interim award
could not be enforced unless (1) it finally and definitely disposed of a separate, independent
claim and (2) there was an immediate need for relief. “Immediate need,” the court explained,
ocurred in situations where the status quo had to be preserved to ensure that the final award
would be capable of meaningful enforcement. Because the court saw no such need in the case
before it, it denied enforcement of the award of costs.

But a different result obtained in *Publicis v. True North*, where the Seventh Circuit
affirmed the enforcement of an interim order directing one of the parties to an arbitration to
produce certain tax records. Rejecting the argument that only “awards” and not “orders” could
be final and enforceable, the court concluded that, regardless of the label attached to the
arbitration panel’s decision, it was a final resolution of one issue the parties had asked the
arbitrators to resolve. This conclusion was not changed by the fact that other issues might still
be pending before the arbitral panel. Accordingly, the order was enforceable and the district
court had properly entered an order directing the party to produce its tax returns.

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enforcement wanted were the costs of defending a previous U.S. suit to determine whether the
matter was arbitrable. *Id.* at 716.
64 *Id.* at 718-19.
65 *Id.* at 719.
66 *Id.* at 720.
67 206 F.3d at 727.
68 *Id.* at 729.
69 *Id.*
70 *Id.* at 731.
III. ENFORCEMENT OF FOREIGN COURT JUDGMENTS

§ 9 Overview

The enforcement of foreign court judgments in the United States depends upon principles of comity and the laws of the various U.S. states. There is no federal law governing the enforcement of foreign country judgments. Federal courts hearing cases involving the enforcement of foreign judgments apply the law of the state in which they are physically situated. The United States is not a party to any international treaties for the enforcement of foreign court judgments. The United States has, however, recently signed (but not yet ratified) the Convention on Choice of Court Agreements.

§ 10 Uniform Foreign Money-Judgments Recognition Act

The Uniform Foreign Money-Judgments Recognition Act (“UFMJRA”) provides for the enforcement of foreign country judgments in state courts in the United States. The UFMJRA was promulgated in 1962 and has been enacted in 32 states and territories. As a general matter, the Act applies to the judgment of any foreign state granting or denying recovery of a sum of money that is final and conclusive and enforceable where rendered. The Act excludes judgments for taxes, a fine or other penalty, or a judgment for support in matrimonial or family

72 Yahoo! Inc. v. La Ligue Contre Le Racisme L’Antisemitisme, 433 F.3d 1199, 1212 (9th Cir. 2006).
74 UFMJRA § 2. Various versions of the UFMJRA are enacted into the laws of the various states. See, e.g., 735 ILCS 5/12-618 et seq.
law matters.\textsuperscript{75} Foreign judgments meeting the requirements of the Act are given “full faith and credit” in courts in the states that have adopted this statute in the same manner as judgments from another state of the United States.\textsuperscript{76}

The UFMJRA provides both mandatory and discretionary grounds for the non-recognition of foreign court judgments. The mandatory grounds for non-recognition include: (1) the judgment was rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process of law; (2) the foreign court did not have personal jurisdiction over the defendant; or (3) the foreign court did not have jurisdiction over the subject matter.\textsuperscript{77} Further, courts have discretion to refuse to enforce judgment if: (1) the defendant in the proceedings in the foreign court did not receive notice of the proceedings in sufficient time to enable him or her to defend; (2) the judgment was obtained by fraud; (3) the cause of action on which the judgment is based is repugnant to the public policy of the enforcing state; (4) the judgment conflicts with another final and conclusive judgment; (5) the proceeding in the foreign court was contrary to an agreement between the parties under which the dispute in question was to be settled otherwise than by proceedings in that court; or (6) in the case of jurisdiction based only on personal service, the foreign court was a seriously inconvenient forum for the trial of the action.\textsuperscript{78}

Amendments to the Uniform Foreign Money-Judgments Recognition Act were proposed in 2005 to address perceived gaps and ambiguities in the 1962 draft.\textsuperscript{79} In particular, these amendments added a section setting out the procedure for seeking recognition of a foreign

\textsuperscript{75} UFMJRA § 1.  
\textsuperscript{76} UFMJRA § 3.  
\textsuperscript{77} UFMJRA § 4.  
\textsuperscript{78} UFMJRA § 4.  
judgment and clarified the grounds for denying recognition.80 A number of states have enacted the amended version of the act, including California, Colorado, and Michigan.81

In states that have not enacted the UFMJRA or for judgments not within the scope of the statute (e.g., non-money judgments), a party may seek recognition and enforcement under common law principles of comity.82 The United States Supreme Court has described comity as “neither a matter of absolute obligation . . . nor of mere courtesy and good will,” but rather “the recognition which one nation allows within its territory to the legislative, executive or judicial acts of another nation, having due regard both to international duty and convenience, and to the rights of its own citizens or of other persons who are under the protections of its laws.”83 Each state looks to its own common law to determine what the principles of comity require, and there have accordingly been varying approaches to enforcement in the U.S. states not governed by the UFMJRA.84

§ 11 Due Process Requirement

Under the UFMJRA, a court must deny recognition and enforcement of a foreign judgment if it is the product of a judicial system that does not have impartial tribunals or procedures compatible with due process.85 This rule does not require the foreign legal system producing a judgment to be identical to the U.S. system; the foreign system need only be compatible in that it offers basic fairness.86 Essentially, the legal system of the country that

80 UFMJRA §§ 4 & 6.
83 Id. at 163-64.
84 Luthin, supra note 79, at 116-17.
85 UFMJRA § 4.
86 Society of Lloyd’s v. Reinhart, 402 F.3d 982, 994 (10th Cir. 2005) (“slight differences between England’s and New Mexico’s laws do not trigger the public policy exception”).
rendered the judgment must afford litigants notice and an opportunity to be heard.\textsuperscript{87} A party seeking to avoid enforcement must show that the rendering country’s judicial system as a whole -- as opposed to just the procedures applied in that party’s case -- failed to provide due process.\textsuperscript{88} A U.S. court will deny recognition in those cases where the country that rendered the judgment makes “outrageous departures from our own notions of civilized jurisprudence.”\textsuperscript{89} For example, the U.S. Court of Appeals for the Ninth Circuit denied recognition of default judgments entered in an Iranian court, finding that the record demonstrated trials in that country to be non-public, highly political, corrupt, and lacking in judicial independence.\textsuperscript{90} Cases of this type, however, are uncommon.

\textbf{§ 12 Reciprocity}

The UFMJRA does not include a reciprocity requirement, however some states have imposed reciprocity requirements in their adoption of the Act. For example, Massachusetts and Georgia have made reciprocity a mandatory prerequisite to enforcement, and Florida, Idaho, Maine, North Carolina, Ohio, and Texas have made it a discretionary ground for refusing to recognize a foreign judgment.\textsuperscript{91} States that require reciprocity ask that their courts check whether the foreign country in which a judgment was rendered would enforce a U.S. judgment in return.\textsuperscript{92} For example, in \textit{Royal Bank of Canada v. Trentham Corp.}, the Fifth Circuit refused to

\begin{footnotes}
\item[87] \textit{Int’l Transactions, Ltd. v. Embotelladora Agral Regiomontana, SA de CV}, 347 F.3d 589, 594 (5th Cir. 2003).
\item[88] \textit{Society of Lloyd’s v. Turner}, 303 F.3d 325, 330 (5th Cir. 2002) (UFMJRA requires that “foreign judgments be rendered only under a \textit{system} that provides impartial tribunals and procedures compatible with due process of law”) (emphasis in original).
\item[89] \textit{British Midland Airways Ltd. v. Int’l Travel, Inc.}, 497 F.2d 869, 871 (9th Cir. 1974).
\item[90] \textit{Bank Melli Iran v. Pahlavi}, 58 F.3d 1406, 1413 (9th Cir. 1995).
\item[91] See Silberman, supra note 71, at 356-57.
\item[92] See Phillips USA, Inc. v. Allflex USA, Inc., 77 F.3d 354, 360 (10th Cir. 1996).
\end{footnotes}
enforce a Canadian default judgment on the grounds that it was not clear that Canadian courts would enforce a U.S. judgment obtained through default.93

§ 13 Public Policy

The UFMJRA also allows U.S. courts to deny enforcement where the cause of action on which a judgment is based is repugnant to the public policy of the enforcing state.94 Mere differences between the laws of the issuing country and those of the enforcing state are not sufficient to justify the denial of recognition. For example, the grant of attorneys’ fees and costs in a foreign judgment does not offend public policy simply because the fees and costs would not be awarded in the U.S.95 Nor do the differences between how United States and English courts view contract law create a public policy difference sufficient to allow a U.S. court to refuse enforcement of an English judgment.96 It is only where a fundamental U.S. policy is incompatible with the very cause of action on which the foreign judgment is based that enforcement may be denied.97 This situation has frequently arisen in cases involving freedom of speech, such as Sarl Louis Feraud Intern. v. Viewfinder, Inc., in which the Second Circuit held that a French judgment for the theft of intellectual property could not be enforced if it was inconsistent with the defendant’s First Amendment Rights and remanded for further evidentiary findings and analysis on that issue.98

93 665 F.2d 515, 518-19 (5th Cir. 1981).
94 UFMJRA § 4.
95 Spann v. Compania Radiodifusora Fronteriza, 41 F. Supp. 907, 909 (N.D. Tex. 1941) (“The class of a suit, and its complexion, is not to be taken as determinative of its objectionableness so as to require a domestic court to deny recovery on a foreign judgment granting such recovery.”).
96 Society of Lloyd’s v. Siemon-Netto, 457 F.3d 94, 100 (D.C. Cir. 2006).
98 489 F.3d 474, 483-84 (2d Cir. 2007). It appears that the case is still pending on remand before the Southern District of New York. 2008 WL 5272770, at *2 (S.D.N.Y. Dec. 19, 2008).
§ 14 Procedure to Enforce Foreign Court Judgments

There are two basic procedural approaches to the enforcement of foreign court judgments in the United States. The first, employed by states like New York and California, requires the party seeking enforcement to initiate a legal action in a domestic court. That requires the filing of a complaint, which the judgment debtor will be required to answer within the standard time limits specified by that state’s code of civil procedure. Given the limited number of defenses available under UFMJRA, however, the new action will invariably be a summary proceeding and result in a domestic judgment in favor of the party seeking enforcement. The party seeking enforcement may then use the domestic judgment to obtain whatever relief it desires. There is a second procedural approach in some states whereby a party may seek enforcement by registering an authenticated copy of the foreign judgment with the clerk of the court. Upon registration, notice of the judgment is sent to the judgment debtor, who then has a chance to respond and seek a stay of execution on the enforcement. Briefing on the motion for stay will likely encompass the defenses to enforcement contained in the UFMJRA. If the judgment debtor fails to obtain the stay, the registered foreign judgment is to be treated in the same manner as a judgment of any domestic court within the state and subjected to the use of the same enforcement tools. Whichever procedural approach a state employs, the substantive issues argued are likely to be the same.

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99 See, e.g., NY CLS CPLR § 5406.
100 Id.
§ 15  Choice of Court Convention

On January 19, 2009, the United States signed the Hague Convention on Choice of Court Agreements.106 The U.S. must still ratify the treaty, which requires a 2/3 vote by the Senate.107 So far, only Mexico has indicated its consent to the Convention.108 Other nations reportedly are working on adopting the Convention but have not yet done so.109 The treaty was concluded in 2005.110 The Convention will come into force when a second nation in addition to Mexico has agreed to be bound.111

The Convention applies to international civil or commercial cases where there is an exclusive choice of court agreement (i.e., forum selection clause).112 Where the Convention applies, it provides in essence: (1) the court chosen by the parties in an exclusive choice of court agreement (i.e., forum selection clause) has jurisdiction over a case brought before it; (2) if the parties have entered into an exclusive choice of court agreement, a court not chosen does not have jurisdiction and must suspend or dismiss the case; and (3) a judgment entered by the chosen court must be recognized and enforced by the courts of other States that are parties to the Convention.113

109 Bruce, supra note 107, at 1103-05.
111 Id.
112 Convention on Choice of Court Agreements, Art. 1.
113 Id., Arts. 5-6 & 8.
enforced in other Contracting States provided that it would also be enforceable in the State where it was entered.\textsuperscript{114} The Convention permits a court to refuse enforcement if:

\begin{itemize}
  \item the agreement is null and void under the law of the State of the chosen court;
  \item a party lacked the capacity to conclude the agreement;
  \item the defendant did not receive adequate notice of the underlying proceedings;
  \item the judgment was obtained by fraud;
  \item enforcement would be “manifestly incompatible” with the public policy of the State in which the enforcement request is made; or
  \item the judgment is inconsistent with an earlier judgment given in another State between the same parties.\textsuperscript{115}
\end{itemize}

Recognition or enforcement of a judgment may also be refused to the extent that the judgment awards exemplary or punitive damages.\textsuperscript{116}

\section*{IV. ARBITRATION AWARDS VERSUS COURT JUDGMENTS}

In the U.S., it is generally easier to enforce a foreign arbitral award than a foreign court judgment. The New York Convention provides for a procedurally simple mechanism and limits the available defenses. By contrast, the U.S. is not a party (at least not yet) to any multilateral, regional or bilateral agreements with foreign States for the enforcement of foreign court judgments. While the Uniform Laws in effect in the U.S. and principles of comity allow for the enforcement of foreign court awards, the range of potential defenses is substantially greater. For example, a party may challenge a judgment, but not an arbitral award, on the grounds that it conflicts with another judgment or was obtained in a seriously inconvenient forum.\textsuperscript{117} As for the Choice of Court Convention, even if it is ratified by the U.S., it will likely be many years, if ever,

\begin{footnotes}
\item[114] Id., Art. 8.
\item[115] Id., Art. 9.
\item[116] Id., Art. 11.
\item[117] UFMJRA § 4.
\end{footnotes}
before it attains the level of global acceptance of the New York Convention. Moreover, the
efficacy of the Convention in practice, of course, remains to be demonstrated.
APPENDIX A
The Federal Arbitration Act
9 U.S.C. §§ 1-16, 201-08, 301-07

Chapter 1. General Provisions

§ 1. "Maritime transactions" and "commerce" defined; exceptions to operation of title

"Maritime transaction", as herein defined, means charter parties, bills of lading of water carriers, agreements relating to wharfage, supplies furnished vessels or repairs to vessels, collisions, or any other matters in foreign commerce which, if the subject of controversy, would be embraced within admiralty jurisdiction; "commerce", as herein defined, means commerce among the several States or with foreign nations, or in any Territory of the United States or in the District of Columbia, or between any such Territory and another, or between any such Territory and any State or foreign nation, or between the District of Columbia and any State or Territory or foreign nation, but nothing herein contained shall apply to contracts of employment of seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce.

§ 2. Validity, irrevocability, and enforcement of agreements to arbitrate

A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

§ 3. Stay of proceedings where issue therein referable to arbitration

If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.

§ 4. Failure to arbitrate under agreement; petition to United States court having jurisdiction for order to compel arbitration; notice and service thereof; hearing and determination

A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under Title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties, for an order directing that such arbitration proceed in the manner provided for in such agreement. Five days' notice in writing of...
such application shall be served upon the party in default. Service thereof shall be made in the manner provided by the Federal Rules of Civil Procedure. The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement. The hearing and proceedings, under such agreement, shall be within the district in which the petition for an order directing such arbitration is filed. If the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereof. If no jury trial be demanded by the party alleged to be in default, or if the matter in dispute is within admiralty jurisdiction, the court shall hear and determine such issue. Where such an issue is raised, the party alleged to be in default may, except in cases of admiralty, on or before the return day of the notice of application, demand a jury trial of such issue, and upon such demand the court shall make an order referring the issue or issues to a jury in the manner provided by the Federal Rules of Civil Procedure, or may specially call a jury for that purpose. If the jury find that no agreement in writing for arbitration was made or that there is no default in proceeding thereunder, the proceeding shall be dismissed. If the jury find that an agreement for arbitration was made in writing and that there is a default in proceeding thereunder, the court shall make an order summarily directing the parties to proceed with the arbitration in accordance with the terms thereof.

§ 5. Appointment of arbitrators or umpire

If in the agreement provision be made for a method of naming or appointing an arbitrator or arbitrators or an umpire, such method shall be followed; but if no method be provided therein, or if a method be provided and any party thereto shall fail to avail himself of such method, or if for any other reason there shall be a lapse in the naming of an arbitrator or arbitrators or umpire, or in filling a vacancy, then upon the application of either party to the controversy the court shall designate and appoint an arbitrator or arbitrators or umpire, as the case may require, who shall act under the said agreement with the same force and effect as if he or they had been specifically named therein; and unless otherwise provided in the agreement the arbitration shall be by a single arbitrator.

§ 6. Application heard as motion

Any application to the court hereunder shall be made and heard in the manner provided by law for the making and hearing of motions, except as otherwise herein expressly provided.

§ 7. Witnesses before arbitrators; fees; compelling attendance

The arbitrators selected either as prescribed in this title or otherwise, or a majority of them, may summon in writing any person to attend before them or any of them as a witness and in a proper case to bring with him or them any book, record, document, or paper which may be deemed material as evidence in the case. The fees for such attendance shall be the same as the fees of witnesses before masters of the United States courts. Said summons shall issue in the name of the arbitrator or arbitrators, or a majority of them, and shall be signed by the arbitrators, or a majority of them, and shall be directed to the said person and shall be served in the same manner
as subpoenas to appear and testify before the court; if any person or persons so summoned to testify shall refuse or neglect to obey said summons, upon petition the United States district court for the district in which such arbitrators, or a majority of them, are sitting may compel the attendance of such person or persons before said arbitrator or arbitrators, or punish said person or persons for contempt in the same manner provided by law for securing the attendance of witnesses or their punishment for neglect or refusal to attend in the courts of the United States.

§ 8. Proceedings begun by libel in admiralty and seizure of vessel or property

If the basis of jurisdiction be a cause of action otherwise justiciable in admiralty, then, notwithstanding anything herein to the contrary, the party claiming to be aggrieved may begin his proceeding hereunder by seizure of the vessel or other property of the other party according to the usual course of admiralty proceedings, and the court shall then have jurisdiction to direct the parties to proceed with the arbitration and shall retain jurisdiction to enter its decree upon the award.

§ 9. Award of arbitrators; confirmation; jurisdiction; procedure

If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. Notice of the application shall be served upon the adverse party, and thereupon the court shall have jurisdiction of such party as though he had appeared generally in the proceeding. If the adverse party is a resident of the district within which the award was made, such service shall be made upon the adverse party or his attorney as prescribed by law for service of notice of motion in an action in the same court. If the adverse party shall be a nonresident, then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like manner as other process of the court.

§ 10. Same; vacation; grounds; rehearing

(a) In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration:

(1) Where the award was procured by corruption, fraud, or undue means.

(2) Where there was evident partiality or corruption in the arbitrators, or either of them.

(3) Where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.
(4) Where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

(b) Where an award is vacated and the time within which the agreement required the award to be made has not expired the court may, in its discretion, direct a rehearing by the arbitrators.

(c) The United States district court for the district wherein an award was made that was issued pursuant to section 590 of title 5 may make an order vacating the award upon the application of a person, other than a party to the arbitration, who is adversely affected or aggrieved by the award, if the use of arbitration or the award is clearly inconsistent with the factors set forth in section 582 of title 5.

§ 11. Same; modification or correction; grounds; order

In either of the following cases the United States court in and for the district wherein the award was made may make an order modifying or correcting the award upon the application of any party to the arbitration --

(a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award.

(b) Where the arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted.

(c) Where the award is imperfect in matter of form not affecting the merits of the controversy.

The order may modify and correct the award, so as to effect the intent thereof and promote justice between the parties.

§ 12. Notice of motions to vacate or modify; service; stay of proceedings

Notice of a motion to vacate, modify, or correct an award must be served upon the adverse party or his attorney within three months after the award is filed or delivered. If the adverse party is a resident of the district within which the award was made, such service shall be made upon the adverse party or his attorney as prescribed by law for service of notice of motion in an action in the same court. If the adverse party shall be a nonresident then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like manner as other process of the court. For the purposes of the motion any judge who might make an order to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of the adverse party to enforce the award.
§ 13. Papers filed with order on motions; judgment; docketing; force and effect; enforcement

The party moving for an order confirming, modifying, or correcting an award shall, at the time such order is filed with the clerk for the entry of judgment thereon, also file the following papers with the clerk:

(a) The agreement; the selection or appointment, if any, of an additional arbitrator or umpire; and each written extension of the time, if any, within which to make the award.

(b) The award.

(c) Each notice, affidavit, or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon such an application.

The judgment shall be docketed as if it was rendered in an action.

The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered.

§ 14. Contracts not affected

This title shall not apply to contracts made prior to January 1, 1926.

§ 15. Inapplicability of the Act of State doctrine

Enforcement of arbitral agreements, confirmation of arbitral awards, and execution upon judgments based on orders confirming such awards shall not be refused on the basis of the Act of State doctrine.

§ 16. Appeals

(a) An appeal may be taken from

(1) an order --

(A) refusing a stay of any action under section 3 of this title,

(B) denying a petition under section 4 of this title to order arbitration to proceed,

(C) denying an application under section 206 of this title to compel arbitration,

(D) confirming or denying confirmation of an award or partial award, or

(E) modifying, correcting, or vacating an award;
(2) an interlocutory order granting, continuing, or modifying an injunction against an arbitration that is subject to this title; or

(3) a final decision with respect to an arbitration that is subject to this title.

(b) Except as otherwise provided in section 1292(b) of title 28, an appeal may not be taken from an interlocutory order --

(1) granting a stay of any action under section 3 of this title;

(2) directing arbitration to proceed under section 4 of this title;

(3) compelling arbitration under section 206 of this title; or

(4) refusing to enjoin an arbitration that is subject to this title.

Chapter 2. Convention On The Recognition And Enforcement Of Foreign Arbitral Awards

§ 201. Enforcement of Convention

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, shall be enforced in United States courts in accordance with this chapter.

§ 202. Agreement or award falling under the Convention

An arbitration agreement or arbitral award arising out of a legal relationship, whether contractual or not, which is considered as commercial, including a transaction, contract, or agreement described in section 2 of this title, falls under the Convention. An agreement or award arising out of such a relationship which is entirely between citizens of the United States shall be deemed not to fall under the Convention unless that relationship involves property located abroad, envisages performance or enforcement abroad, or has some other reasonable relation with one or more foreign states. For the purpose of this section a corporation is a citizen of the United States if it is incorporated or has its principal place of business in the United States.

§ 203. Jurisdiction; amount in controversy

An action or proceeding falling under the Convention shall be deemed to arise under the laws and treaties of the United States. The district courts of the United States (including the courts enumerated in section 460 of title 28) shall have original jurisdiction over such an action or proceeding, regardless of the amount in controversy.
§ 204. Venue

An action or proceeding over which the district courts have jurisdiction pursuant to section 203 of this title may be brought in any such court in which save for the arbitration agreement an action or proceeding with respect to the controversy between the parties could be brought, or in such court for the district and division which embraces the place designated in the agreement as the place of arbitration if such place is within the United States.

§ 205. Removal of cases from State courts

Where the subject matter of an action or proceeding pending in a State court relates to an arbitration agreement or award falling under the Convention, the defendant or the defendants may, at any time before the trial thereof, remove such action or proceeding to the district court of the United States for the district and division embracing the place where the action or proceeding is pending. The procedure for removal of causes otherwise provided by law shall apply, except that the ground for removal provided in this section need not appear on the face of the complaint but may be shown in the petition for removal. For the purposes of Chapter 1 of this title any action or proceeding removed under this section shall be deemed to have been brought in the district court to which it is removed.

§ 206. Order to compel arbitration; appointment of arbitrators

A court having jurisdiction under this chapter may direct that arbitration be held in accordance with the agreement at any place therein provided for, whether that place is within or without the United States. Such court may also appoint arbitrators in accordance with the provisions of the agreement.

§ 207. Award of arbitrators; confirmation; jurisdiction; proceeding

Within three years after an arbitral award falling under the Convention is made, any party to the arbitration may apply to any court having jurisdiction under this chapter for an order confirming the award as against any other party to the arbitration. The court shall confirm the award unless it finds one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the said Convention.

§ 208. Chapter 1; residual application

Chapter 1 applies to actions and proceedings brought under this chapter to the extent that chapter is not in conflict with this chapter or the Convention as ratified by the United States.
Chapter 3. Inter-American Convention On International Commercial Arbitration

§ 301. Enforcement of Convention

The Inter-American Convention on International Commercial Arbitration of January 30, 1975, shall be enforced in United States courts in accordance with this chapter.

§ 302. Incorporation by reference

Sections 202, 203, 204, 205, and 207 of this title shall apply to this chapter as if specifically set forth herein, except that for the purposes of this chapter "the Convention" shall mean the Inter-American Convention.

§ 303. Order to compel arbitration; appointment of arbitrators; locale

(a) A court having jurisdiction under this chapter may direct that arbitration be held in accordance with the agreement at any place therein provided for, whether that place is within or without the United States. The court may also appoint arbitrators in accordance with the provisions of the agreement.

(b) In the event the agreement does not make provision for the place of arbitration or the appointment of arbitrators, the court shall direct that the arbitration shall be held and the arbitrators be appointed in accordance with Article 3 of the Inter-American Convention.

§ 304. Recognition and enforcement of foreign arbitral decisions and awards; reciprocity

Arbitral decisions or awards made in the territory of a foreign State shall, on the basis of reciprocity, be recognized and enforced under this chapter only if that State has ratified or acceded to the Inter-American Convention.

§ 305. Relationship between the Inter-American Convention and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958

When the requirements for application of both the Inter-American Convention and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, are met, determination as to which Convention applies shall, unless otherwise expressly agreed, be made as follows:

(1) If a majority of the parties to the arbitration agreement are citizens of a State or States that have ratified or acceded to the Inter-American Convention and are member States of the Organization of American States, the Inter-American Convention shall apply.

(2) In all other cases the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, shall apply.
§ 306. Applicable rules of Inter-American Commercial Arbitration Commission

(a) For the purposes of this chapter the rules of procedure of the Inter-American Commercial Arbitration Commission referred to in Article 3 of the Inter-American Convention shall, subject to subsection (b) of this section, be those rules as promulgated by the Commission on July 1, 1988.

(b) In the event the rules of procedure of the Inter-American Commercial Arbitration Commission are modified or amended in accordance with the procedures for amendment of the rules of that Commission, the Secretary of State, by regulation in accordance with section 553 of title 5, consistent with the aims and purposes of this Convention, may prescribe that such modifications or amendments shall be effective for purposes of this chapter.

§ 307. Chapter 1; residual application

Chapter 1 applies to actions and proceedings brought under this chapter to the extent chapter 1 is not in conflict with this chapter or the Inter-American Convention as ratified by the United States.
APPENDIX B
UNITED NATIONS CONFERENCE
ON INTERNATIONAL COMMERCIAL ARBITRATION

CONVENTION
ON THE RECOGNITION AND ENFORCEMENT
OF FOREIGN ARBITRAL AWARDS

UNITED NATIONS
1958
CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS

Article I

1. This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of differences between persons, whether physical or legal. It shall also apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought.

2. The term "arbitral awards" shall include not only awards made by arbitrators appointed for each case but also those made by permanent arbitral bodies to which the parties have submitted.

3. When signing, ratifying or acceding to this Convention, or notifying extension under article X hereof, any State may on the basis of reciprocity declare that it will apply the Convention to the recognition and enforcement of awards made only in the territory of another Contracting State. It may also declare that it will apply the Convention only to differences arising out of legal relationships, whether contractual or not, which are considered as commercial under the national law of the State making such declaration.

Article II

1. Each Contracting State shall recognize an agreement in writing under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration.

2. The term "agreement in writing" shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.

3. The court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this article, shall, at the request of one of the parties, refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed.

Article III

Each Contracting State shall recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles. There shall not be imposed substantially more onerous conditions or higher fees or charges on the recognition or enforcement of arbitral awards to which this Convention applies than are imposed on the recognition or enforcement of domestic arbitral awards.

Article IV

1. To obtain the recognition and enforcement mentioned in the preceding article, the party applying for recognition and enforce-
ment shall, at the time of the application, supply:

(a) The duly authenticated original award or a duly certified copy thereof;

(b) The original agreement referred to in article II or a duly certified copy thereof.

2. If the said award or agreement is not made in an official language of the country in which the award is relied upon, the party applying for recognition and enforcement of the award shall produce a translation of these documents into such language. The translation shall be certified by an official or sworn translator or by a diplomatic or consular agent.

Article V

1. Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that:

(a) The parties to the agreement referred to in article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or

(b) The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or

(c) The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it 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 recognized and enforced; or

(d) The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

(e) The award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.

2. Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that:

(a) The subject matter of the difference is not capable of settlement by arbitration under the law of that country; or

(b) The recognition or enforcement of the award would be contrary to the public policy of that country.

Article VI

If an application for the setting aside or suspension of the award has been made to a competent authority referred to in article V (1) (e), the authority before which the award is sought to be relied upon may, if it considers it proper, adjourn the decision on the enforcement of the award and may also, on the application of the party claiming enforcement of the award, order the other party to give suitable security.

Article VII

1. The provisions of the present Convention shall not affect the validity of multilateral or bilateral agreements concerning the recognition and enforcement of arbitral awards entered into by the Contracting States nor deprive
any interested party of any right he may have
to avail himself of an arbitral award in the
manner and to the extent allowed by the law
or the treaties of the country where such award
is sought to be relied upon.

2. The Geneva Protocol on Arbitration
Clauses of 1923 and the Geneva Convention
on the Execution of Foreign Arbitral Awards
of 1927 shall cease to have effect between Con-
tracting States on their becoming bound and
to the extent that they become bound, by this
Convention.

Article VIII

1. This Convention shall be open until 31
December 1958 for signature on behalf of any
Member of the United Nations and also on be-
half of any other State which is or hereafter
becomes a member of any specialized agency
of the United Nations, or which is or hereafter
becomes a party to the Statute of the Interna-
tional Court of Justice, or any other State to
which an invitation has been addressed by the
General Assembly of the United Nations.

2. This Convention shall be ratified and the
instrument of ratification shall be deposited
with the Secretary-General of the United
Nations.

Article IX

1. This Convention shall be open for acces-
sion to all States referred to in article VIII.

2. Accession shall be effected by the deposit
of an instrument of accession with the Secre-
tary-General of the United Nations.

Article X

1. Any State may, at the time of signature,
ratification or accession, declare that this Con-
vention shall extend to all or any of the terri-
tories for the international relations of which
it is responsible. Such a declaration shall take
effect when the Convention enters into force
for the State concerned.

2. At any time thereafter any such extension
shall be made by notification addressed to the
Secretary-General of the United Nations and
shall take effect as from the ninetieth day after
the day of receipt by the Secretary-General of
the United Nations of this notification, or as
from the date of entry into force of the Con-
vention for the State concerned, whichever is
the later.

3. With respect to those territories to which
this Convention is not extended at the time of
signature, ratification or accession, each State
concerned shall consider the possibility of tak-
ing the necessary steps in order to extend the
application of this Convention to such territ-
ories, subject, where necessary for constitu-
tional reasons, to the consent of the Govern-
ments of such territories.

Article XI

In the case of a federal or non-unitary State,
the following provisions shall apply:

(a) With respect to those articles of this
Convention that come within the legislative
jurisdiction of the federal authority, the obliga-
tions of the federal Government shall to this
extent be the same as those of Contracting
States which are not federal States;

(b) With respect to those articles of this
Convention that come within the legislative
jurisdiction of constituent states or provinces
which are not, under the constitutional system
of the federation, bound to take legislative ac-
tion, the federal Government shall bring such
articles with a favourable recommendation to
the notice of the appropriate authorities of con-
stituent states or provinces at the earliest pos-
sible moment;

(c) A federal State Party to this Convention
shall, at the request of any other Contracting
State transmitted through the Secretary-General of the United Nations, supply a statement of the law and practice of the federation and its constituent units in regard to any particular provision of this Convention, showing the extent to which effect has been given to that provision by legislative or other action.

Article XII

1. This Convention shall come into force on the ninetieth day following the date of deposit of the third instrument of ratification or accession.

2. For each State ratifying or acceding to this Convention after the deposit of the third instrument of ratification or accession, this Convention shall enter into force on the ninetieth day after deposit by such State of its instrument of ratification or accession.

Article XIII

1. Any Contracting State may denounced this Convention by a written notification to the Secretary-General of the United Nations. Denunciation shall take effect one year after the date of receipt of the notification by the Secretary-General.

2. Any State which has made a declaration or notification under article X may, at any time thereafter, by notification to the Secretary-General of the United Nations, declare that this Convention shall cease to extend to the territory concerned one year after the date of the receipt of the notification by the Secretary-General.

3. This Convention shall continue to be applicable to arbitral awards in respect of which recognition or enforcement proceedings have been instituted before the denunciation takes effect.

Article XIV

A Contracting State shall not be entitled to avail itself of the present Convention against other Contracting States except to the extent that it is itself bound to apply the Convention.

Article XV

The Secretary-General of the United Nations shall notify the States contemplated in article VIII of the following:

(a) Signatures and ratifications in accordance with article VIII;

(b) Accession in accordance with article IX;

(c) Declarations and notifications under articles I, X and XI;

(d) The date upon which this Convention enters into force in accordance with article XII;

(e) Denunciations and notifications in accordance with article XIII.

Article XVI

1. This Convention, of which the Chinese, English, French, Russian and Spanish texts shall be equally authentic, shall be deposited in the archives of the United Nations.

2. The Secretary-General of the United Nations shall transmit a certified copy of this Convention to the States contemplated in article VIII.
I hereby certify that the foregoing text is a true copy of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on 10 June 1958, the original of which is deposited with the Secretary-General of the United Nations, as the said Convention was opened for signature, and that it includes the necessary rectifications of typographical errors, as approved by the Parties.

For the Secretary-General,

The Legal Counsel:

For le Secrétaire général,

Le Conseiller juridique:

Carl-August Fleischhauer

United Nations, New York
6 July 1988

Organisation des Nations Unies
New York, le 6 juillet 1988
APPENDIX C
Dispute Settlement: Commercial Arbitration

The Inter-American Convention on International Commercial Arbitration

Preamble

The Government of the Members States of the Organization of American States, desirous of concluding a convention on international commercial arbitration, have agreed as follows:

Article 1

An agreement in which the parties undertake to submit to arbitral decision any differences that may arise or have arisen between them with respect to a commercial transaction is valid. The agreement shall be set forth in an instrument signed by the parties, or in the form of an exchange of letters, telegrams, or telex communications.

Article 2

Arbitrators shall be appointed in the manner agreed upon by the parties. Their appointment may be delegated to a third party, whether a natural or juridical person. Arbitrators may be nationals or foreigners.

Article 3

In the absence of an express agreement between the parties, the arbitration shall be conducted in accordance with the Rules of Procedure of the Inter-American Commercial Arbitration Commission.

Article 4

An arbitral decision or award that is not appealable under the applicable law or procedural rules shall have the force of a final judicial judgment. Its execution or recognition may be ordered in the same manner as that of decisions handed down by national or foreign ordinary courts, in accordance with the procedural laws of the country where it is to be executed and the provision of international treaties.

Article 5

1. The recognition and execution of the decision may be refused, at the request of the party against which it is made, only if such party is able to prove to the competent authority of the State in which recognition and execution are requested.

   a. That the parties to the agreement were subject to some incapacity under the applicable
law or that the agreement is not valid under the law to which the parties have submitted it, or if such law is not specified, under the law of the State in which the decision was made; or

b. That the party against which the arbitral decision has been made was not duly notified of the appointment of the arbitrator or of the arbitration procedure to be followed, or was unable, for any other reason, to present his defense; or

c. That the decision concerns a dispute not envisaged in the agreement between the parties to submit to arbitration; nevertheless, if the provisions of the decision that refer to issues submitted to arbitration can be separated from those not submitted to arbitration, the former may be recognized and executed; or

d. That the constitution of the arbitral tribunal or the arbitration procedure has not been carried out in accordance with the terms of the agreement signed by the parties or, in the absence of such agreement, that the constitution of the arbitral tribunal or the arbitration procedure has not been carried out in accordance with the law of the State where the arbitration took place; or

e. That the decision is not yet binding on the parties or has been annulled or suspended by a competent authority of the State in which, or according to the law of which, the decision has been made.

2. The recognition and execution of an arbitral decision may also be refused if the competent authority of the State in which the recognition and execution is requested finds:

   a. That the subject of the dispute cannot be settled by arbitration under the law of that State; or

   b. That the recognition or execution of the decision would be contrary to the public policy ("order public") of that State.

Article 6

If the competent authority mentioned in article 5.1.e has been requested to annul or suspend the arbitral decision, the authority before which such decision is invoked may, if it deems it appropriate, postpone a decision on the execution of the arbitral decision and, at the request of the party requesting execution, may also instruct the other party to provide appropriate guaranties.

Article 7

This Convention shall be open for signature by the Members States of the Organization of American States.

Article 8

This Convention is subject to ratification. The instruments of ratification shall be deposited with the General Secretariat of the Organization of American States.
Article 9

The Convention shall remain open for accession by any other State. The instruments of accession shall be deposited with the General Secretariat of the Organization of American States.

Article 10

This Convention shall enter into force on the thirtieth day following the date of deposit of the second instrument of ratification.

Article 11

If a State Party has two or more territorial units in which different systems of law apply in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification or accession declare that this Convention shall extend to all its territorial units or only to one or more of them.

Such declaration may be modified by subsequent declarations, which shall expressly indicate the territorial unit or units to which the Convention applies. Such subsequent declarations shall be transmitted to the General Secretariat of the Organization of American States, and shall become effective thirty days after the date of their receipt.

Article 12

This Convention shall remain in force indefinitely, but any of the States' Parties may denounce it. The instrument of denunciation shall be deposited with the General Secretariat of the Organization of American States. After one year from the date of deposit of the instrument of denunciation, the Convention shall no longer be in effect for the denouncing State, but shall remain in effect for the other States' Parties.

Article 13

The original instrument of this Convention, the English, French, Portuguese and Spanish texts of which are equally authentic, shall be deposited with the General Secretariat of the Organization of American States. The Secretariat shall notify the Member States of the Organization of American States and the States that have acceded to the Convention of the signatures, deposits of instruments of ratification, accession, and denunciation as well as of reservations, if any. It shall also transmit the declarations referred to in Article 11 of this Convention.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Convention.

DONE AT PANAMA CITY, Republic of Panama, this thirtieth day or January one thousand nine hundred and seventy five.
ARBITRATION

ADOPTED AT: PANAMA, PANAMA

DATE: 01/30/75

CONF/ASSEM/MEETING: INTER-AMERICAN SPECIALIZED CONFERENCE ON PRIVATE INTERNATIONAL LAW

ENTRY INTO FORCE: 06/16/76 IN ACCORDANCE WITH ARTICLE 10 OF THE CONVENTION.

DEPOSITARY: GENERAL SECRETARIAT, OAS (ORIGINAL INSTRUMENT AND RATIFICATIONS).

TEXT: OAS, TREATY SERIES, NO. 42.

UN REGISTRATION: 03/20/89 No. 24384 Vol.

OBSERVATIONS: This Convention shall remain open for signature by the Member States of the OAS and for accession by any other State.

GENERAL INFORMATION OF THE TREATY: B-35

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B-35. INTER-AMERICAN CONVENTION ON INTERNATIONAL COMMERCIAL ARBITRATION

1. Mexico, Paraguay:

Signed ad referendum.

a. United States:

(Reservations made at the time of ratification)

In accordance with Article 8 of the Convention, the instrument of ratification of the government of the United States of America was deposited with the Secretary General of the Organization of American States on September 27, 1990.

In ratifying the Convention, the government of the United States of America made the following reservations.

"1. Unless there is an express agreement among the parties to an arbitration agreement to the contrary, where the requirements for application of both the Inter-American Convention on International Commercial Arbitration and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards are met, if a majority of such parties are citizens of a state or states that have ratified or acceded to the Inter-American Convention and are member states of the Organization of American States, the Inter-American Convention shall apply. In all other cases, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards shall apply.

2. The United States of America will apply the rules of procedure of the Inter-American Commercial Arbitration Commission which are in effect on the date that the United States of America deposits its instrument of ratification, unless the United States of America makes a later official determination to adopt and apply subsequent amendments to such rules.

3. The United States of America will apply the Convention, on the basis of reciprocity, to the recognition and enforcement of only those awards made in the territory of another Contracting State."

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APPENDIX D
UNCITRAL

United Nations Commission on International Trade Law

Status

1958 - Convention on the Recognition and Enforcement of Foreign Arbitral Awards

This page is updated whenever the UNCITRAL Secretariat is informed of changes in status of the Convention.

Readers are also advised to consult the United Nations Treaty Collection for authoritative status information on UNCITRAL Conventions deposited with the Secretary-General of the United Nations.

The UNCITRAL Secretariat also prepares yearly a document containing the Status of Conventions and Enactments of UNCITRAL Model Laws, which is available on the web page of the corresponding UNCITRAL Commission session.

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Parties: 144

(a) Declarations and reservations. This State will apply the Convention only to recognition and enforcement of awards made in the territory of another contracting State.

(b) Declarations and reservations. This State will apply the Convention only to differences arising out of legal relationships, whether contractual or not, that are considered commercial under the national law.

(c) On 10 February 1976, Denmark declared that the Convention shall apply to the Faeroe Islands and Greenland.

(d) On 24 April 1964, the Netherlands declared that the Convention shall apply to the Netherlands Antilles.

(e) Declarations and reservations. With regard to awards made in the territory of non-contracting States, this State will apply the Convention only to the extent to which those States grant reciprocal treatment.

(f) Declarations and reservations. This State will apply the Convention only to those arbitral awards which were adopted after the entry into effect of the Convention.

(g) The United Kingdom extended the territorial application of the Convention, for the case of awards made only in the territory of another contracting State, to the following territories: Gibraltar (24 September 1975), Isle of Man (22 February 1979), Bermuda (14 November 1979), Cayman Islands (26 November 1980), Guernsey (19 April 1985), Jersey (28 May 2002).

(h) Declarations and reservations. Canada declared that it would apply the Convention only to differences arising out of legal relationships, whether contractual or not, that were considered commercial under the laws of Canada, except in the case of the Province of Quebec, where the law did not provide for such limitation.

(i) This State will not apply the Convention to differences where the subject matter of the proceedings is immovable property situated in the State, or a right in or to such property.

(j) Upon resumption of sovereignty over Hong Kong on 1 July 1997, the Government of China extended the territorial application of the Convention to Hong Kong, Special Administrative Region of China, subject to the statement originally made by China upon accession to
the Convention. On 19 July 2005, China declared that the Convention shall apply to the Macao Special Administrative Region of China, subject to the statement originally made by China upon accession to the Convention.

(k) On 4 June 2008, Slovenia withdrew the declarations made upon succession mentioned in footnotes (a) and (b).
UNIFORM FOREIGN MONEY-JUDGMENTS RECOGNITION ACT

Drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT IN ALL THE STATES

at its

ANNUAL CONFERENCE MEETING IN ITS SEVENTY-FIRST YEAR MONTEREY, CALIFORNIA JULY 30 – AUGUST 4, 1962

WITH PREFATORY NOTE AND COMMENTS

Approved by the American Bar Association
February 4, 1963
UNIFORM FOREIGN MONEY-JUDGMENTS RECOGNITION ACT

The Committee which acted for the National Conference of Commissioners on Uniform State Laws in preparing the Uniform Foreign Money-Judgments Recognition Act was as follows:

JAMES C. DEZENDORF, Pacific Bldg., Portland, Ore., Chairman.
JOE C. BARRETT, McAdams Trust Bldg., Jonesboro, Ark.
STANLEY E. DADISMAN, College of Law, West Virginia University, Morgantown, W. Va.
HARRY GUTTERMAN, Legislative Council, 324 Capitol Bldg., Phoenix, Arix.
LEONARD C. HARDWICK, 12 South Main St., Rochester, N. H.
ALFRED HARSH, University of Washington Law School, Seattle, Wash.
LAWRENCE C. JONES, Rutland, Vt.
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WILLIAM J. PIERCE, University of Michigan Law School, Ann Arbor, Mich.
J. COLVIN WRIGHT, Superior Court, Bedford, Pa.

KURT H. NADELMANN, Harvard Law School, Cambridge, Mass., Draftsman
Assisted by

WILLIS L. M. REESE, Columbia University School of Law, New York, N. Y.

Copies of all Uniform Acts and other printed matter issued by the Conference may be obtained from

NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS
1155 East Sixtieth Street
Chicago 37, Illinois
UNIFORM FOREIGN MONEY-JUDGMENTS RECOGNITION ACT

PREFATORY NOTE

In most states of the Union, the law on recognition of judgments from foreign countries is not codified. In a large number of civil law countries, grant of conclusive effect to money-judgments from foreign courts is made dependent upon reciprocity. Judgments rendered in the United States have in many instances been refused recognition abroad either because the foreign court was not satisfied that local judgments would be recognized in the American jurisdiction involved or because no certification of existence of reciprocity could be obtained from the foreign government in countries where existence of reciprocity must be certified to the courts by the government. Codification by a state of its rules on the recognition of money-judgments rendered in a foreign court will make it more likely that judgments rendered in the state will be recognized abroad.

The Act states rules that have long been applied by the majority of courts in this country. In some respects the Act may not go as far as the decisions. The Act makes clear that a court is privileged to give the judgment of the court of a foreign country greater effect than it is required to do by the provisions of the Act. In codifying what bases for assumption of personal jurisdiction will be recognized, which is an area of the law still in evolution, the Act adopts the policy of listing bases accepted generally today and preserving for the courts the right to recognize still other bases. Because the Act is not selective and applies to judgments from any foreign court, the Act states that judgments rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process of law shall neither be recognized nor enforced.

The Act does not prescribe a uniform enforcement procedure. Instead, the Act provides that a judgment entitled to recognition will be enforceable in the same manner as the judgment of a court of a sister state which is entitled to full faith and credit.

In the preparation of the Act codification efforts made elsewhere have been taken into consideration, in particular, the [British] Foreign Judgments (Reciprocal Enforcement) Act of 1933 and a Model Act produced in 1960 by the International Law Association. The Canadian Commissioners on Uniformity of Legislation, engaged in a similar endeavor, have been kept informed of the progress of the work. Enactment by the states of the Union of modern uniform rules on recognition of foreign money-judgments will support efforts toward improvement of the law on recognition everywhere.
UNIFORM FOREIGN MONEY-JUDGMENTS RECOGNITION ACT

[Be it enacted . . . ]

SECTION 1. [Definitions.] As used in this Act:

(1) "foreign state" means any governmental unit other than the United States, or any state, district, commonwealth, territory, insular possession thereof, or the Panama Canal Zone, the Trust Territory of the Pacific Islands, or the Ryukyu Islands;

(2) "foreign judgment" means any judgment of a foreign state granting or denying recovery of a sum of money, other than a judgment for taxes, a fine or other penalty, or a judgment for support in matrimonial or family matters.

SECTION 2. [Applicability.] This Act applies to any foreign judgment that is final and conclusive and enforceable where rendered even though an appeal therefrom is pending or it is subject to appeal.

Comment

Where an appeal is pending or the defendant intends to appeal, the court of the enacting state has power to stay proceedings in accordance with section 6 of the Act.

SECTION 3. [Recognition and Enforcement.] Except as provided in section 4, a foreign judgment meeting the requirements of section 2 is conclusive between the parties to the extent that it grants or denies recovery of a sum of money. The foreign judgment is enforceable in the same manner as the judgment of a sister state which is entitled to full faith and credit.

Comment

The method of enforcement will be that of the Uniform Enforcement of Foreign Judgments Act of 1948 in a state having enacted that Act.
SECTION 4. [Grounds for Non-Recognition.]

(a) A foreign judgment is not conclusive if

(1) the judgment was rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process of law;

(2) the foreign court did not have personal jurisdiction over the defendant; or

(3) the foreign court did not have jurisdiction over the subject matter.

(b) A foreign judgment need not be recognized if

(1) the defendant in the proceedings in the foreign court did not receive notice of the proceedings in sufficient time to enable him to defend;

(2) the judgment was obtained by fraud;

(3) the [cause of action] [claim for relief] on which the judgment is based is repugnant to the public policy of this state;

(4) the judgment conflicts with another final and conclusive judgment;

(5) the proceeding in the foreign court was contrary to an agreement between the parties under which the dispute in question was to be settled otherwise than by proceedings in that court; or

(6) in the case of jurisdiction based only on personal service, the foreign court was a seriously inconvenient forum for the trial of the action.

Comment

The first ground for non-recognition under subsection (a) has been stated authoritatively by the Supreme Court of the United States in Hilton v. Guyot, 159 U.S. 113, 205 (1895). As indicated in that decision, a mere difference in the procedural system is not a sufficient basis for non-recognition. A case of serious injustice must be involved.

The last ground for non-recognition under subsection (b) authorizes a court to refuse recognition and enforcement of a judgment rendered in a foreign country on the basis only of personal service when it believes the original action should
have been dismissed by the court in the foreign country on grounds of *forum non
conveniens*.

**SECTION 5. [Personal Jurisdiction.]**

(a) The foreign judgment shall not be refused recognition for lack of personal jurisdiction if

(1) the defendant was served personally in the foreign state;

(2) the defendant voluntarily appeared in the proceedings, other than for the purpose of protecting property seized or threatened with seizure in the proceedings or of contesting the jurisdiction of the court over him;

(3) the defendant prior to the commencement of the proceedings had agreed to submit to the jurisdiction of the foreign court with respect to the subject matter involved;

(4) the defendant was domiciled in the foreign state when the proceedings were instituted, or, being a body corporate had its principal place of business, was incorporated, or had otherwise acquired corporate status, in the foreign state;

(5) the defendant had a business office in the foreign state and the proceedings in the foreign court involved a [cause of action] [claim for relief] arising out of business done by the defendant through that office in the foreign state; or

(6) the defendant operated a motor vehicle or airplane in the foreign state and the proceedings involved a [cause of action] [claim for relief] arising out of such operation.

(b) The courts of this state may recognize other bases of jurisdiction.

**Comment**

New bases of jurisdiction have been recognized by courts in recent years. The Act does not codify all these new bases. Subsection (b) makes clear that the Act does not prevent the courts in the enacting state from recognizing foreign judgments rendered on the bases of jurisdiction not mentioned in the Act.
SECTION 6. [Stay in Case of Appeal.] If the defendant satisfies the court either that an appeal is pending or that he is entitled and intends to appeal from the foreign judgment, the court may stay the proceedings until the appeal has been determined or until the expiration of a period of time sufficient to enable the defendant to prosecute the appeal.

SECTION 7. [Saving Clause.] This Act does not prevent the recognition of a foreign judgment in situations not covered by this Act.

SECTION 8. [Uniformity of Interpretation.] This Act shall be so construed as to effectuate its general purpose to make uniform the law of those states which enact it.

SECTION 9. [Short Title.] This Act may be cited as the Uniform Foreign Money-Judgments Recognition Act.

SECTION 10. [Repeal.] [The following Acts are repealed:

(1) 

(2) 

(3) ] 

SECTION 11. [Time of Taking Effect.] This Act shall take effect . . . .
APPENDIX F
U.S. States & Territories Enacting the Uniform Foreign Money-Judgments Recognition Act

Alaska
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Iowa
Maine
Maryland
Massachusetts
Michigan
Minnesota
Missouri
Montana
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Texas
Virgin Islands
Virginia
Washington