

# VIAC – Questionnaire for Arbitrators

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**2. Citizenship:** Deutsch

**3. Contact information:**

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LinkedIn:

**4. Current position:**

Partner, Hogan Lovells Munich, Head of Hogan Lovells' German Arbitration Practice

**5. Education:**

- 1988, University of Passau, Germany
- 1990, Université d'Angers, France (licence Civil Law)
- 1991, Université de Toulouse, France (Maîtrise Commercial Law)
- 1992, Ludwig-Maximilians-University, Munich, Germany

**6. Practiced experience in arbitration**

- How many arbitrations have you participated in (domestic/international); under which Rules?  
Approx. 190 under ICC, DIS, Swiss Rules, VIAC, Arbitration Court of the Polish Chamber of Commerce, SCC, DIA, UNCITRAL, ad hoc
- How often have you acted as Chairman? 20
- How often have you acted as Sole Arbitrator? 20
- How often have you acted as Co-Arbitrator? 30
- How often have you acted as Counsel? Approx. 120
- How often have you acted in a different function (e.g. Administrative Secretary)? None

**7. Publications and other activities in arbitration (e.g. training sessions, seminars, conferences, articles and others):**

- Contribution to "*Handbuch Gesellschaftsrechtliche Streitigkeiten*" (Handbook Corporate Litigation), Kim Lars Mehrbrey (ed.), 3rd Edition, 2020
- „*Mediation in Wirtschaftsstreitigkeiten – Anmerkungen aus der anwaltlichen Praxis*“ (Engl.: Mediation in commercial disputes and practical considerations), German legal journal Konfliktodynamik 02/2020

- Contribution to "Handbuch Streitigkeiten beim Unternehmenskauf: M&A Litigation" (Engl.: "Handbook Corporate Acquisition: M&A Litigation"), Kim Lars Mehrbrey (ed.), Carl Heymanns Verlag (2018)
- Contribution to "Handbuch Schiedsgerichtsbarkeit: Deutschland – Österreich – Schweiz", Hellwig Torggler et al. 2nd Edition 2017, Nomos Verlag/Verlag Österreich/Schulthess
- "Streitbeilegungsklauseln in Lieferketten – Ein Praxisbeispiel aus der Automobilindustrie" (Engl.: "Dispute settlement clauses in supply chains - a practical example from the automotive industry"), ICC Magazin, Annual Edition 2015
- "Choice of Law and its Limits in International Arbitration", 2015 Austrian Yearbook on International Arbitration
- Contribution to "Handbuch Gesellschaftsrechtliche Streitigkeiten" (Handbook Corporate Litigation), Kim Lars Mehrbrey (ed.), 12/2012, and 2nd Edition, 10/2015
- Contribution to "Handbuch Wiener Regeln – Ein Leitfaden für die Praxis" (Engl.: "Handbook Vienna Rules - A Practitioner's Guide"), 02/2014
- "Gasversorger setzen auf Schiedsgerichte" (Engl.: "Gas suppliers rely on arbitration"), Börsen-Zeitung No. 179, 09/2012
- "Gaspreisanpassungs-Schiedsverfahren - Hintergründe und prozessuale Besonderheiten" (Engl.: "Arbitration proceedings in connection with gas price adjustments – background and procedural particularities"), SchiedsVZ 2012
- "The Role of the Arbitrator from a Civil Law Perspective", The International Law Quarterly, Spring 2012
- "Liability of Arbitrators - Judicial Immunity vs. Contractual Liability", Czech Arbitration Yearbook 2012
- "Die Reform der Schiedsgerichtsordnung der ICC" (Engl.: "The reform of the ICC rules of arbitration"), Betriebs-Berater 43/2011
- "Aktuelle Neuerungen im internationalen Schiedsrecht" (Engl.: "Recent innovations in international arbitration law"), Betriebs-Berater 12.2011/21.03.2011
- "Kostensicherheit in Schiedsverfahren" (Engl.: "Security for costs in arbitration proceedings"), SchiedsVZ, Heft 1 Jan./Feb. 2010
- "A time to Celebrate - Important Anniversaries for the International Arbitration Community", The European and Middle Eastern Arbitration Review 2010 (with Daniel Busse and Robert Hunter)
- "Kostenentscheidungen und Kompetenz des Schiedsgerichts - Probleme aus der Praxis" (Engl.: "Cost decisions and competences of the arbitration court - problems in practice"), SchiedsVZ 2007, Heft 6, 295-300
- "Die Grenze der Auslegung von Schiedsvereinbarungen - §1031 ZPO: Anmerkung zu OLG München, Urt. v. 13.10.2004 - 7 U 3722/04 (Engl.: "Limits of interpretation of arbitration agreements, comment on the decision of 13 Oct. 2004 by Higher State Court in Munich"), IDR Journal of International Dispute Resolution 2/05
- "Neues Schiedsgericht in Polen" (Engl.: "New Arbitration Court in Poland"), IDR Journal of International Dispute Resolution 3/05
- "Schiedsrecht in Polen: Rechtslage und aktuelle Entwicklungen" (Engl.: "Arbitration law in Poland: legal situation and recent developments"), IDR Journal of International Dispute Resolution 2/04

Lecturer for International arbitration law at the Universities of Bayreuth, Speaker at various arbitration conferences and seminars (DIS, VIAC, ASA, KIG)

**8. Membership in arbitral institutions / functions in arbitral institutions/organizations:**

- Member of the advisory board (Beirat) of the German Institution for Arbitration (DIS)
- President of the arbitration court of the German-Polish Chamber of Commerce
- Member of the advisory board of EUCON (Europäisches Institut für Conflict Management e. V.)
- Member of Swiss Arbitration Association (ASA)
- Member of VIAC's International Advisory Board
- Member of the Scientific Advisory Board of the Munich Center for Dispute Resolution (MuCDR)
- Lecturer (Lehrbeauftragter) at the University of Bayreuth

**9. Languages**

Mother tongue: German

Working languages (i.e. languages in which you have both a spoken and written command so that you may conduct arbitral proceedings in this language): English, French, Polish, German

**10. In which legal systems have you trained?**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Civil Law  | <input checked="" type="checkbox"/> Common Law |  |
| <input type="checkbox"/> Austrian Law          | <input type="checkbox"/> Hungarian Law         | <input type="checkbox"/> Swiss Law     |
| <input type="checkbox"/> Czech Law             | <input type="checkbox"/> Polish Law            | <input type="checkbox"/> Ukrainian Law |
| <input checked="" type="checkbox"/> German Law | <input type="checkbox"/> Slovakian Law         | <input type="checkbox"/> European Law  |

Other \_\_\_\_\_

**11. What is your main jurisdiction of practice?**

Germany

**12. In which jurisdictions are you admitted to the bar?**

Germany

**13. Special expertise or specializations (please list a maximum of five):**

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Antitrust/Unfair competition    | <input type="checkbox"/> Damages                   | <input type="checkbox"/> Insolvency                   | <input checked="" type="checkbox"/> Power plants |
| <input type="checkbox"/> Aviation                        | <input type="checkbox"/> Distribution              | <input type="checkbox"/> Insurance                    | <input type="checkbox"/> Private Intern. Law     |
| <input type="checkbox"/> Banking & Finance               | <input type="checkbox"/> Domain name disputes      | <input type="checkbox"/> Intellect. property (IP)     | <input type="checkbox"/> Public Intern. Law      |
| <input type="checkbox"/> Capital markets                 | <input type="checkbox"/> Employment                | <input type="checkbox"/> ISDS/ Foreign invest.        | <input type="checkbox"/> Real estate             |
| <input type="checkbox"/> CISG                            | <input type="checkbox"/> Energy                    | <input type="checkbox"/> Joint ventures               | <input type="checkbox"/> Shipping                |
| <input type="checkbox"/> Civil fraud disputes            | <input checked="" type="checkbox"/> Engineering    | <input type="checkbox"/> Licensing                    | <input type="checkbox"/> Sports                  |
| <input type="checkbox"/> Commercial disp. / transactions | <input type="checkbox"/> Entertainment             | <input type="checkbox"/> Life sciences                | <input type="checkbox"/> State/Public contracts  |
| <input type="checkbox"/> Commodity market                | <input type="checkbox"/> Healthcare & Pharmac.     | <input type="checkbox"/> Maritime arbitration         | <input type="checkbox"/> Technology              |
| <input type="checkbox"/> Company/Corporate/M&A           | <input type="checkbox"/> Hotel/Gastro./Tour.       | <input type="checkbox"/> Media                        | <input type="checkbox"/> Telecommunication       |
| <input type="checkbox"/> Construction                    | <input type="checkbox"/> Inform. technology (IT)   | <input type="checkbox"/> Mining                       | <input type="checkbox"/> Transport               |
| <input type="checkbox"/> Contract law                    | <input checked="" type="checkbox"/> Infrastructure | <input checked="" type="checkbox"/> Natural resources |  |
| <input checked="" type="checkbox"/> Other: Corporate M&A |  |   |  |

**14. Date of birth: 2 February 1968**

VIAC offers arbitration practitioners the possibility to present themselves on its website. VIAC reserves the right to publish any presentations submitted and to remove it as the case may be. Parties are free to nominate an arbitrator of their choice and so is the VIAC Board when appointing an arbitrator. These presentations do not constitute recommendations but may assist the parties in choosing an arbitrator willing to conduct proceedings according to the Vienna Rules. The fact that an arbitration practitioner appears on this list, does not authorize this person to use the title "VIAC-arbitrator".

I have completed this questionnaire to the above to the best of my knowledge and believe they are accurate.

I hereby consent that the data provided in this questionnaire may be processed for the appointment of arbitrators and published by VIAC. This includes in particular publication on the website of VIAC as well as use in any presentations, etc. This consent may be withdrawn at any time by contacting VIAC at our general contacts, in particular by email addressed to [office@viac.eu](mailto:office@viac.eu). The consequence of any such withdrawal will be that my data will no longer be processed by VIAC. For further information, see our privacy statement at <http://www.viac.eu>.

2/12/2010

Date