IBA ARBITRATION COMMITTEE

Subcommittee on Recognition and Enforcement of Arbitral Awards

COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE EXTENSION OF AN ARBITRATION CLAUSE TO, AND ENFORCEMENT OF AN ARBITRAL AWARD AGAINST, A NON-SIGNATORY

By

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26 August 2021

In completing this survey, we ask the respondents to consider the question of non-signatories in a broad manner. That is, please consider situations where (i) a party applies to a court to compel arbitration against a non-signatory, (ii) the arbitral tribunal extended the arbitration clause to a non-signatory, and the non-signatory, or another party to the arbitration, seeks to resist enforcement, or to set aside the award, on the basis that the arbitration clause should not have been extended to the non-signatory, and (iii) where the award creditor attempts to enforce the award against a non-signatory that was not a party to the arbitral proceedings and the award.

Note: As a prefatory comment, Canada is a federation and the power to legislate overs such matters as property, civil rights, civil procedure and – more specifically – the arbitration of commercial disputes falls within the provincial sphere of competence. Moreover, the Canadian legal system is bijural in nature. Private law in Canada is tributary of two legal traditions being the civil law tradition in the Province of Québec and the common law tradition in the other Canadian jurisdictions. The answers and explanations below will therefore reflect the federal and bijural characteristics of the Canadian legal system.

Canada			
I. General		**(Yes/ No /NA)**	**Comments, if any.**
I.1	**Must international arbitration agreements be in writing under the law of the country for which you are reporting?**	**Yes**	All Canadian jurisdictions require that arbitration agreements be in writing to be valid and enforceable.

I.2	**Please describe the basic requirements for a valid international arbitration agreement in the country for which you are reporting and cite the relevant legislative, regulatory, or jurisprudential basis for these requirements.** **[Please provide your response in the comments column and limit it to one paragraph.]**	--	Arbitration agreements must comply with the rules for the validity of contracts. They must also be in writing, as mentioned above at I.1. In Québec, arbitration agreements must express the parties' intentions to submit to final and binding arbitration and exclude the jurisdiction of civil courts. This intention is presumed in the presence of the standard text of international arbitration clauses and will generally only be impugned where the clause contains exceptions to the finality or the binding nature of the award. (See Article 2638 of the *Civil Code of Québec* ("**C.C.Q.**"); see also *Zodiak International* v. *Polish People's Republic*, 1983 CanLII 24 (SCC)) Finally, the subject matter of the dispute referred to arbitration must be – at least in part – arbitrable. Matters that pertain to public order and cannot be referred to arbitration include the status and capacity of persons as well as family matters. (See Art. 2639 C.C.Q.; see also *Desputeaux* v. *Éditions Chouette (1987) inc.*, 2003 SCC 17) See also the *Federal Commercial Arbitration Act*, RSC 1985, c 17, Art. 7; Art. 2638-2640 C.C.Q.; the *British Columbia International Commercial Arbitration Act*, RSBC 1996, c 233, Art. 7(1) and (3); the Ontario *International Commercial*

			Arbitration Act, RSO 1990, c I.9, Art. 7; the New Brunswick *International Commercial Arbitration Act*, RSNB 2011, c 176, Art. 5; the Nova Scotia *International Commercial Arbitration Act*, RSNS 1989, c 234, Art. 5; the Prince Edward Island *International Commercial Arbitration Act*, RSPEI 1988, c I-5, Art. 5; the *Newfoundland and Labrador International Commercial Arbitration Act*, RSNL 1990, c I-15, Art. 5; the Alberta *International Commercial Arbitration Act*, RSA 2000, c I-5, Art. 4; the *Saskatchewan International Commercial Arbitration Act*, SS 1988-89, c I-10.2, Art. 3; the Manitoba *International Commercial Arbitration Act*, SS 1988-89, c I-10.2, Art. 2; the Yukon International Commercial Arbitration Act, RSY 2002, c 123, Art. 2(1); the Northwest Territories *International Commercial Arbitration Act*, RSNWT 1988, c I-6, Art. 4 (1) and 7 (1); the Nunavut *International Commercial Arbitration Act*, RSNWT (Nu) 1988, c I-6, Art. 4 (1) and 7 (1).
I.3	**In the country for which you are reporting, do courts/arbitral tribunals generally decide the issue of the scope rationae personae of the arbitration clause (or, in other words, the issue of who are the parties to the arbitration agreement, including the issue of extending the arbitration agreement to a non-signatory) on the basis of a specific applicable law or on the sole basis of a factual analysis of the case without reference to an applicable law?**	No	No statute addresses the specific issue of the law applicable to the extension of an arbitration agreement to a non-signatory. No statute either establish the law governing arbitration agreements, except Art. 3121 of the *Québec Civil*

			Code which determines that the arbitration agreement is governed by the law of the principal contract. There is however no clear confirmation in Québec case law that the issue of the extension of the arbitration agreement to a non-signatory must be determined by the law governing the arbitration agreement. More generally, Canadian courts tend to obviate this specific issue of the law and make no discrete determination on this point.
I.3a	If courts/arbitral tribunals generally decide the issue on the basis of a specific applicable law, what law do they apply to decide the issue? [For example, the applicable law could be: • The law of the seat of arbitration. • The governing law of the contract. • The law of the place where the award might ultimately be sought to be enforced. • Transnational norms/international law. • The law reached at through a conflict of laws analysis.] [Please provide your response in the comments column, provide any citation to relevant legislation or jurisprudence, and limit your response to one paragraph.]		--
I.3b	Does the legislation of your jurisdiction contain any directive in this respect? [Please provide your response in the comments column and limit it to one paragraph.]		As mentioned above under I.3a, Canadian legislation is silent in this respect. This comes with the only exception of Article 3121 C.C.Q., which provides that an arbitration agreement is governed by the law of the underlying contract.
I.4	**Is the question of whether parties agree to arbitrate ultimately decided by arbitrators as opposed to courts in the country for which you are reporting? Please cite the relevant legislative, regulatory, or jurisprudential basis for your answer.**		The question of whether parties agreed to arbitrate is generally assimilated to a jurisdictional issue (see for instance *CE International Resources Holdings LLC* v.

	[Please provide your response in the comments column and limit it to one paragraph.]		*Yeap Soon Sit*, 2013 BCSC 1804 ("*Yeap Soon Sit*")). As such, this question must first be determined by the arbitral tribunal, unless it involves purely legal issues or mixed issues of fact and law which require only a superficial review of the evidence in the record This derives from the competence-competence principle, which has been repeatedly recognized by the Supreme Court of Canada (see *Dell Computer Corp* v. *Union des consommateurs*, 2007 SCC 34 and *Seidel* v. *TELUS Communications Inc.*, 2011 SCC 15). Recently, however, the Supreme Court of Canada recognized an additional exception to the competence-competence principle. In *Uber Technologies* v. *Heller*, 2020 SCC 16, the Supreme Court of Canada held that a court should not refer a jurisdictional challenge to the arbitral tribunal where there is a real prospect that doing so would result in the challenge never being resolved among others because of the inaccessibility or prohibitive costliness of the arbitral process for the challenging party.
I.5	**Is there anything in the <u>legislation</u> of the country for which you are reporting that (i) could preclude the extension of an arbitration clause to non-signatories, or (ii) could permit the extension of an arbitration clause to non-signatories?** **[Note that the answer to this question is designed to provide the reader with a quick yes or no answer, plus to flag the key legal criteria. The series of**		No legislation specific to arbitration address these issues.

	questions in Section II provide the reader with a more detailed discussion of relevant legal theories, jurisprudence, and examples.]		
I.5a	If your answer to question I.5 is yes, please cite and describe the applicable rules contained in any relevant legislation or regulations. [Please provide your response in the comments column and limit it to one paragraph.]		--
I.6	**Is there anything in the jurisprudence of the country for which you are reporting that (i) could preclude the extension of an arbitration clause to non-signatories, or (ii) could permit the extension of an arbitration clause to non-signatories?** **[Note that the answer to this question is designed to provide the reader with a quick yes or no answer, plus to flag the key legal criteria. The series of questions in Section II provide the reader with a more detailed discussion of the relevant legal theories, jurisprudence, and examples.]**		Yes, Canadian jurisprudence addresses how an arbitration agreement may be extended to non-signatories and, conversely, when such extension is precluded.
I.6a	If your answer to question I.6 is yes, please cite and describe the applicable tests or rules applied by the courts of the country for which you are reporting. [Please provide your response in the comments column and limit it to one paragraph.]		According to case law from the provinces of Québec, Ontario and British Columbia, an arbitration clause can be extended to a non-signatory by the application of various contract law and corporate law doctrine, namely: the assignment of a right or contract, the incorporation by reference of an arbitration agreement, the stipulation for another, agency, estoppel, the piercing the corporate veil and the alter ego doctrine.
II. Specific Legal Theories Concerning Non-Signatories		**(Yes/ No /NA)**	**Additional comments, if any.**
II.1	**Can the assignment or assumption of a contract containing an international arbitration agreement commit the non-signatory assignee to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?**	Yes	

II.1.a	If your answer to question II.1 is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		Canadian courts apply contract law to claims of assignment and assumption of contract. In Québec, the Court of Appeal held that an arbitration clause is an accessory to the claims under a contract (Art. 1638 C.C.Q.). The arbitration clause in a contract will thus bind the assignee of a claim under this same contract (*PS Here l.l.c.* c. *Fortalis Anstalt*, 2009 QCCA 538) and, more generally, the party to whom the entire contract was assigned. Similarly, Ontario case law provides that one cannot claim benefits or rights under a contract and refuse to submit related disputes to arbitration pursuant to the arbitration agreement contained in that same contract (*ABN Amro Bank of Canada* v. *Krupp Mak Maschihnenbau GmbH*, [1996] 91 OAC 229, 135 DLR (4th) 130 (ON SCDC). The extension of an arbitration agreement through assignment will however turn on the scope and wording of the transfer contract and the intention of the parties. For instance, the Ontario Court of Appeal found that the transfer of ownership of the goods to be produced pursuant to the contract did not amount to an assignment of the rights and burdens under the contract, including an arbitration clause (*Simex Inc.* v. *Imax Corporation*, 2005 CanLII 46629 (ON CA)).

II.1.b	If your answer to question II.1 is no, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound.	--	
II.2	**Can incorporation by reference (i.e., where a contract incorporates an arbitration clause contained in a separate document) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?**	Yes	
II.2.a	If your answer to question II.2 is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		All Canadian jurisdictions integrate Art. 7(2) of the Model Law and, as such, allow such extension of the arbitration agreement. For instance, the Court of Appeal of British Columbia found that a reference in an "entire agreement" clause to a separate agreement containing an arbitration clause suffices to integrate the arbitration agreement into the first contract (*One West Holdings Ltd.* v. *Greata Ranch Holdings Corp.*, 2014 BCCA 67). The Supreme Court of Canada ruled that a party is bound by an arbitration agreement included in terms and conditions that were made accessible through a hyperlink, although the hyperlink is technically not an incorporation (*Dell Computer Corp. v. Union des consommateurs*, 2007 SCC 34). Similarly, the Ontario Superior Court held that the posting of an amended contract on a website, which included an

			arbitration clause, was sufficient to integrate said clause considering that the original agreement allowed amendments to the contract by posting notices of changes on a web site (*Kanitz* v. *Rogers Cable Inc.*, (2002), 58 O.R. (3d) 299).
II.2.b	If your answer to question II.2 is no, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]	--	
II.3	**Can an arbitration clause commit a non-signatory third-party beneficiary of a contract to international arbitration in the country in which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?**	Yes	No arbitration-specific legislation addresses this possibility. However, Canadian courts routinely apply general contract law principles to allow such extension.

II.3.a	If your answer to question II.3 is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		In extending arbitration clauses to third-party beneficiaries, courts in Canada have relied on the exception to the privity of contract created by the rules applicable to third-party beneficiaries. Courts in the common law jurisdictions have thus extends the application of a contract, including its arbitration agreement, to a third party where (i) the parties to the contract intended to extend the benefit of the contract to this third party and (ii) the activities performed by the third party are those contemplated by the parties to the contract (see *Fraser River Pile & Dredge Ltd. v Can-Drive Services,* 1999 CanLII 654 (SCC); see also *Landex Investments Co v John Voken Foundation*, 2008 ABCA 333). Absent evidence of the intention of the parties to extend the benefit of the contract to a third party, the latter cannot invoke the arbitration clause (see *Imoney Corp. v. Quebecor Communications Inc.*, 2002 CanLII 8338 (ON SC)). Québec civil law allows a party to a contract (the stipulator) to stipulate for an obligation to be performed by its contracting party (the promisor) for the benefit of a third party (the beneficiary) (Art. 1444 of C.C.Q.). It is well accepted that the promisor can set up against the third-party beneficiary all the defenses it has against the promisor (Art. 1450 C.C.Q.). Although we have not encountered any case law applications of this rule in

			international arbitration, we are of the view that this clause could allow the parties to a contract to enforce the arbitration clause against a third-party beneficiary who resorts to state courts.
II.3.b	If your answer to question II.3 is no, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		--
II.4	**Can a theory of agency (i.e., where an agreement containing an arbitration clause has been entered into by a person who expressly or impliedly did so as a representative of a non-signatory) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?**	Yes	
II.4.a	If your answer to question II.4 is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		The Superior Court of Québec invoked agency (mandate) principles to extend an arbitration clause in an artist engagement agreement to the non-signatory artist, the international pop star Justin Bieber. The agreement was signed by Mr. Bieber's agent, acting as Mr. Bieber's mandatary. Mr. Bieber successfully invoked the arbitration clause to stay a defamation claim instituted before the Québec courts. (see *9302-7654 Québec Inc.* v. *Bieber*, 2017 QCCS 1100, upheld in appeal 2017 QCCA 1077). Canadian courts in the common law provinces have also routinely held that

			agency theory could serve as a basis for extending the arbitration agreement to the principal through the consent and actions of his agent. (See *Northwestpharmacy.com Inc.* v. *Yates,* 2017 BCSC 1572; see also *DNM Systems Ltd. v Lock-Block Canada Ltd.*, 2015 BCSC 2014.)
II.4.b	If your answer to question II.4 is no, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		
II.5	**Can a theory of estoppel, good faith, or abuse of right (i.e., where a party benefitting from, and acting in accordance with, a contract containing an arbitration clause is estopped from claiming that it is not bound by certain provisions of the contract) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?**		Yes.
II.5.a	If your answer to question II.5 is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		Courts in Canadian common law provinces recognize the estoppel doctrine and accepted its application to justify extending the arbitration agreement to a third-party who knowingly accepted the benefit of the agreement containing the arbitration clause (see *Yeap Soon Sit*; see also *DNM Systems Ltd.* v. *Lock-Block Canada Ltd.*, 2015 BCSC 2014) Québec courts recognize the theory of foreclosure (*i.e.* "*fin de non recevoir*")

			which is similar in effect to estoppel, and prevents a party from resisting an application on grounds that contravene the expectations its conduct induced in the other party (see *e.g. Sokoloff* v. *9052-9017 Québec Inc.*, 2007 QCCS 5344). While no reported Québec decision applied this theory to extend the arbitration agreement to a non-signatory who benefitted from the underlying contract, such an application remains possible in the authors' opinion.
II.5.b	If your answer to question II.5 is no, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		

II.6	**Can "implied consent" (i.e., where a party's active participation in the negotiation, execution, performance and/or termination of a contract containing an arbitration clause provides evidence for its intent to consent to arbitration) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?**		Yes.

II.6.a	If your answer to question <u>II.6</u> is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		As a general rule, Canadian courts are reticent to extend the arbitration agreement to a third-party in the absence of evidence that it agreed to be bound by the contract or – more narrowly – by the arbitration clause (see for example *Gestion Mexico Inc.* v. *Resources minières Atrium ltée.*, 2001 CanLII 25155; *Bombardier Inc.* v. *Air Liquide Canada Inc.*, 2010 QCCS 4051; see also *Angelo Breda Limited et al.* v. *Andy Guizzetti*, 1995 CarswellOnt 4734). For example, the mere fact that a sub-contractor performed works provided by the agreement between the general contractor and the client was insufficient to imply the sub-contractor's consent to the arbitration clause contained in the main contract (see *Dynatec Mining Ltd.* v. *PCL Civil Constructors (Canada) Inc.*, 1996 CarswellOnt 16). This said, the question of implied consent is fundamentally a factual issue the outcome of which varies with the specific circumstances of each case. In *3879607 Canada Inc.* v. *Hôtel Cadim*, 2006 QCCS 4609 (CanLII), the Superior Court of Québec held that an arbitration clause contained in a co-ownership agreement was binding upon the co-owners' lenders, who financed the development of the co-ownership project. The Superior Court accepted to extend the scope of the arbitration agreement to non-signatory lenders, since

			the loan contracts with the co-owners referred to the co-ownership agreement and granted the lenders certain rights under said agreement that contained the arbitration clause.
II.6.b	If your answer to question II.6 is no, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		
II.7	**Can piercing the corporate veil or the alter ego doctrine (i.e., where, typically due to misuse or abuse of rights or fraud, the separate legal form of a non-signatory that uses its dominating authority over a signatory is disregarded so that both are treated as a single entity) commit a non-signatory party to international arbitration in the country for which you are reporting? Or is the legislation and jurisprudence in the country for which you are reporting silent on the issue?**		Yes.
II.7.a	If your answer to question II.7 is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		Canadian common law courts accepted to lift the corporate veil to extend domestic arbitration agreements to non-signatory shareholders of the corporation, where the criteria for lifting the corporate veil are *prima facie* met (see *Yeap Soon Sit*; see also *DNM Systems Ltd.* v. *Lock-Block Canada Ltd.*, 2015 BCSC 2014 where the Court refused to join non-signatory shareholders and subsidiary companies of the respondent, since a showing of fraud was not made and hence the standard for lifting the corporate veil was not met).

			In Québec however, courts accept to extend the arbitration agreement to shareholders and directors where their actions were essential to the conclusion of the agreement and the facts in dispute, even in the absence of evidence satisfying the standard for lifting the corporate veil (see *Décarel Inc.* v. *Concordia Project Management Ltd.*, 1996 CanLII 5747 (QC CA); see also *9171-5607 Québec Inc.* v. *Graymont (Québec) Inc.*, 2014 QCCS 3341). While the above cases arose in the context of domestic arbitrations, the principles set out therein apply as well to international arbitrations, in the authors' view.
II.7.b	If your answer to question II.7 is no, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		
II.8	**In the country for which you are reporting, are there any other legal theories that can be used to commit a non-signatory to international arbitration?**		No.

II.8.a	If your answer to question II.8 is yes, please: • Cite and describe the applicable rules contained in any relevant legislation or regulations. • Provide examples from your country's jurisprudence highlighting which parties are ultimately bound, and the circumstances under which they are likely to be bound. [Please provide your response in the comments column and limit it to one paragraph.]		
III.	**Enforcement of an Arbitral Award against a Non-Signatory**	**(Yes/ No /NA)**	**Additional comments, if any.**
III.1	**Have there been court cases in the country for which you are reporting where a party has objected to the enforcement of an award, on the basis that the arbitral tribunal extended the arbitration clause to one or more non-signatories?**	Yes	We have identified two cases where parties to arbitral proceedings attempted to resist enforcement on the basis that the arbitral tribunal allegedly wrongly assumed jurisdiction over a non-signatory of the arbitration agreement: *Javor v. Francoeur*, 2003 BCSC 350, conf 2004 BCCA 134 ("*Javor*") and *Yeap Soon Sit*. *Xerox Canada Ltd. v. MPI Technologies Inc.*, 2006 CanLII 41006 (ON SC) ("*Xerox*") also addresses similar issues, although it arises from a motion for setting aside an award.
III.1.a	If your answer to III.1 is yes, please explain which provision(s) of the New York Convention, or any other bilateral or multilateral convention on the enforcement of arbitral awards, was (were) relied upon as the basis for the application/objection. [Please provide your response in the comments column and limit it to one paragraph.]		In *Yeap Soon Sit*, the enforcement was challenged on the basis of Art. V(1)c) and d), as integrated in the law of British Columbia. In *Javor*, Art. V(1)b) and c) and Art. V(2)b).

III.1.b	If your answer to III.1 is yes, please explain whether set-aside/enforcement was finally granted or refused, and the court's reasons for reaching this result. [Please provide your response in the comments column and limit it to one paragraph.]		The enforcement was refused in *Javor* because the arbitral tribunal had failed to make a finding of jurisdiction over the non-signatory; it asserted jurisdiction on the basis that he was a proper party to the arbitration. By way of contrast, the court in *Yeap Soon Sit* and *Xerox* found that the arbitral tribunal did find to have jurisdiction over the non-signatory and that these respective findings were not open to review.
III.2	**Have there been court cases in the country for which you are reporting in which the enforcement of an award was requested against a non-signatory third party (a company/individual/state that was a non-signatory to the arbitration agreement and not a party to the arbitral proceedings/award)?** **[Please provide your response in the comments column and limit it to one paragraph.]**	Yes	In *Collavino Incorporated v. Yemen (Tihama Development Authority)*, 2007 ABQB 212, the Alberta Queen Bench was requested to enforce against Yemen an arbitral award issued against a Yemenite agency.
III.2a	If the answer to III.2 is yes, please explain on what legal basis the enforcement was requested. [Please provide your response in the comments column and limit it to one paragraph.]		In *Collavino Incorporated v. Yemen (Tihama Development Authority)*, 2007 ABQB 212, the Alberta Queen Bench was requested to enforce against Yemen an arbitral award issued against a Yemenite agency.
III.2b	If the answer to III.2 is yes, please explain whether the enforcement was finally granted/refused and the court's reasons for reaching this result. [Please provide your response in the comments column and limit it to one paragraph.]		Enforcement was denied. The Alberta Queen Bench found that the arbitral debtor is agency separate of Yemen and that Yemen is not the alter ego of this entity.

IV.	Miscellaneous	(Yes/ No /NA)	Additional comments, if any.
IV.1	**Is there anything else that a party considering the issue of the extension of an arbitration clause to a non-signatory should take into account with respect to the country for which you are reporting?** **[Please provide your response in the comments column and limit it to one paragraph.]**		
IV.2	**Is there anything else that a party considering trying to enforce a foreign arbitral award against a non-signatory should take into account with respect to the country for which you are reporting?** **[Please provide your response in the comments column and limit it to one paragraph.]**		

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