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IBA ARBITRATION COMMITTEE

Arbitration Guide

SOUTH KOREA

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I. Background

(i) How prevalent is the use of arbitration in your jurisdiction? What are seen as the principal advantages and disadvantages of arbitration?

Over the past two to three decades, arbitration has become a common means of resolving international and domestic business disputes in Korea. Korean parties are now amongst the biggest users of arbitration in Asia (and the world) and contribute significantly to the case loads of all major international and domestic arbitral institutions.

Flexibility, amicability, confidentiality and autonomy are seen as the principal advantages of arbitration in Korea. In addition, the relatively lower fees of the Korean Commercial Arbitration Board (KCAB) can also be counted as an advantage compared to arbitral institutions in other jurisdictions.

To be specific, global finality, particularly in Korea where the legislature and judiciary endorse a pro-arbitration policy, is a real advantage. Korean courts will set aside an award only in limited and defined circumstances pursuant to the Korean Arbitration Act (KAA), which is based on the UNCITRAL Model Law of 1985 (UNCITRAL Model Law). Korean courts will refuse to recognize and enforce a foreign award in accordance with the likewise limited and defined circumstances prescribed under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), which is incorporated by reference in article 39 of the KAA. The result is a stable legal infrastructure that ensures finality and enforceability.

General disadvantages include unpredictability, difficulty in fact-finding and difficulty in settling multiparty disputes. The speed and generally low cost of Korean litigation, coupled with the expediency of enforcing a domestic judgment rather than a domestic award, may also be considered a comparative disadvantage of domestic arbitration in Korea.

Overall, the advantages of arbitration continue to be perceived as outweighing its disadvantages. Currently, and as it is reasonably expected to continue in the future, Korean companies will often insist that there be an arbitration clause incorporated into their commercial contracts, especially those of a cross-border nature. The subject-matter of these contracts span a spectrum including consumer brands, industrial manufacturing, construction, technology, media content, shipbuilding and shipping, among many other key domestic and global industries. Hence, coupled with the fact that Korea today stands together with other major global capital and equity markets, the number of parties to cross-border transactions designating Seoul as the place of arbitration is increasing.

(ii) Is most arbitration institutional or ad hoc? Domestic or international? Which institutions and/or rules are most commonly used?

Institutional arbitration remains prevalent in Korea, although ad hoc arbitration is increasing in popularity, due in part to relatively lower costs.

The International Chamber of Commerce Court of Arbitration (ICC) is arguably the institution most commonly used in international arbitrations that are seated in Korea or involve Korean parties, though the usage of the Singapore International Arbitration Centre is now also common. As previously noted, the number of domestic and international cases referred to the KCAB is steadily and significantly increasing.

(iii) What types of disputes are typically arbitrated?

International commercial arbitrations seated in Korea or those involving Korean parties span the full spectrum of subject matters and claim amounts, ranging from routine commercial disputes to complex, high-value cases.

(iv) How long do arbitral proceedings usually last in your country?

The length of arbitral proceedings depends on various factors, including the complexity of a case and the rules under which the arbitration proceedings are conducted. Arbitrations administered by the KCAB under its Domestic Rules are usually completed within a shorter time frame when compared to other major arbitration rules. The KCAB reports that, on average, arbitrations conducted under its Domestic Rules are completed within six to seven months from the filing of the Request for Arbitration.

(v) Are there any restrictions on whether foreign nationals can act as counsel or arbitrators in arbitrations in your jurisdiction?

The KAA, in article 12, explicitly provides that arbitrators may be appointed without regard to their nationality, unless otherwise agreed by the parties.

The ability to act as counsel in arbitration poses different issues. Acting as counsel in an arbitration is considered to be a legal service, which can only be conducted by 'attorneys' or 'Foreign Legal Consultants' (FLCs) as defined under the Korean Attorney Act or the Foreign Legal Consultant Act (FLCA), respectively. A strict application of the FLCA would seem to restrict foreign licensed attorneys from independently advising parties or acting as counsel in arbitrations in Korea. However, international arbitrations which implicate at least one issue of foreign law or customary international law are exceptions under the FLCA.

Indeed, foreign licensed attorneys can and do routinely act as counsel in arbitrations in Korea, in cases which implicate the law of the country where they are licensed, although retaining Korean co-counsel would be advisable where issues arising under Korean law are implicated.

II. Arbitration Laws

(i) What law governs arbitration proceedings with their seat in your jurisdiction? Is the law the same for domestic and international arbitrations? Is the national arbitration law based on the UNCITRAL Model Law?

The KAA governs arbitration proceedings seated in Korea and is applicable to both domestic as well as international arbitrations. First enacted in 1966, the KAA was amended in 1999 after Korea adopted the UNCITRAL Model Law.

The KAA was substantially amended in 2016, with the key changes being the following: (i) increased scope of arbitrability (Articles 1 and 3); (ii) allowing the parties to object to the tribunal's decision regarding its jurisdiction (Article 17); (iii) facilitating the domestic courts' assistance in taking evidence (Article 28); (iv) removing the domestic courts' obligation to preserve original copy of the arbitral award (Article 32); (v) addition of a provision regarding arbitration costs and delay interest (Articles 34-2 and 34-3); (vi) amendment of provisions regarding the effect and set-aside of arbitral awards.

The KAA was further amended in 2020, providing for the Minster of Justice (along with the Minster of Trade, Industry and Energy) to be able to designate an arbitration institution for potential government support.

KCAB is currently revising both its domestic and international arbitration rules to ensure that the rules are in line with international best practices, with the revised rules expected to be released in 2024.

(ii) Is there a distinction in your arbitration law between domestic and international arbitration? If so, what are the main differences?

As prescribed under Article 2 of the KAA, Articles 9, 10, 37 and 39 of that Act generally apply to any and all arbitrations regardless of whether they are domestic or foreign (ie, seated in or outside of Korea) whereas all other articles apply only to arbitrations seated in Korea.

One key distinction lies in the contours of the public policy grounds to set aside or to refuse recognition and enforcement of an award. In the case of domestic awards, KAA Article 36(2)(ii)(b) provides that setting aside is justified if recognizing and enforcing that award would be 'in conflict with the good morals and other forms of social order of the Republic of Korea'. In contrast, recognition or enforcement of foreign awards subject to the New York Convention may be refused if doing so would violate Korea's public policy with respect to international relations (or ordre public international).

As confirmed by the Supreme Court of Korea, refusal to recognize and enforce foreign arbitral awards on grounds of public policy will be narrowly construed, taking into consideration the stability of international commerce.

(iii) What international treaties relating to arbitration have been adopted (eg New York Convention, Geneva Convention, Washington Convention, Panama Convention)?

Korea acceded to the New York Convention on 8 February 1973, and made two declarations and reservations: that the Convention will be applied exclusively to (i) recognize and enforce awards made only in the territory of another state that is also a party to the Convention, and (ii) differences arising out of legal relationships, whether contractual or not, that are considered commercial under Korean law.

Korea became a signatory to the Washington Convention on 18 April 1966 without any reservations. In addition, as discussed further in Section XV(ii) below, Korea is party to over 100 bilateral investment treaties ('BITs') and a growing number of bilateral and multilateral free trade agreements ('FTAs'), nearly all of which include the Korean government's standing offer to arbitrate investment disputes.

(iv) Is there any rule in your domestic arbitration law that provides the arbitral tribunal with guidance as to which substantive law to apply to the merits of the dispute?

Parties are free to agree on the substantive law to be applied to the merits of their dispute, and unless otherwise agreed by them, their choice of law or legal system is to be construed as referring to the substantive law rather than conflict-of-laws rules.

If agreement on the substantive law is absent, however, an arbitral tribunal will refer to KAA Article 29(2), which provides the conflict-of-laws rule to be applied. That provision authorizes a tribunal to apply the law of the state considered to be most closely connected to the 'subject-matter of the dispute'.

III. Arbitration Agreements

(i) Are there any legal requirements relating to the form and content of an arbitration agreement? What provisions are required for an arbitration agreement to be binding and enforceable? Are there additional recommended provisions?

Up until 2016, the KAA required any arbitration agreement to be in writing. However, the 2016 amendments of the KAA relaxed the written requirement for the validity of arbitration agreements.

More specifically, Article 8 of the KAA of 2016 adopted Option I of the UNCITRAL Model Law which only requires that the 'content [of the arbitration agreement] is recorded in any form'. According to the amended Article 8 of the KAA, an oral acceptance of a written request, or a written acceptance of an oral request, and an oral agreement between the parties and a subsequent written record of the arbitration agreement are all sufficient to satisfy the writing requirement.

Further, in the absence of a written arbitration agreement, the existence of an arbitration agreement may be established by 'implied agreement' if a party enters into an arbitration proceeding without disputing the existence of an arbitration agreement.

For example, a bill of lading unilaterally executed by the carrier and handed over to the shipper did not technically fall under the written agreement required by the KAA of 1999. However, such bill of lading would be accepted as a valid arbitration agreement under the KAA of 2016.

It is understood that Article 8(3)(i) of the KAA of 2016 does not limit the actor and time of recording, but only requires that the content of the arbitration agreement be recorded, and does not require that the consent (ie, offer and acceptance) to the arbitration agreement be recorded.

(ii) What is the approach of courts towards the enforcement of agreements to arbitrate? Are there particular circumstances when an arbitration agreement will not be enforced?

The Korean judiciary endorses a pro-arbitration policy and will refuse to hear an action regarding a dispute subject to an arbitration agreement unless such agreement is 'nonexistent, null and void, inoperative or incapable of being performed'. Thus, as long as the arbitration agreement evinces in writing the intent to submit the relevant dispute to arbitration, Korean courts have consistently enforced arbitration agreements despite various forms of drafting defects, such as the inclusion of ambiguous or equivocal elements.

On the other hand, there are certain types of defects that Korean courts have considered as critically deficient so as to preclude enforceability, and the three principal types are: (i) references to a named individual who is to be appointed as arbitrator but who subsequently proves unwilling or unable to serve; (ii) references to a non-existent arbitral institution; and (iii) 'split' or 'elective' dispute resolution clauses (ie, clauses that refer disputes to 'mediation and arbitration' or to 'litigation and arbitration').

(iii) Are multi-tier clauses (eg arbitration clauses that require negotiation, mediation and/or adjudication as steps before an arbitration can be commenced) common? Are they enforceable? If so, what are the consequences of commencing an arbitration in disregard of such a provision? Lack of jurisdiction? Non-arbitrability? Other?

Pre-arbitral procedures such as mediation, expert determination or adjudication by a dispute resolution board are commonly included, most often in international construction contracts or commercial contracts, including those involving Korean parties.

Although no specific statutory provision or court decision has been rendered on point, agreements that oblige parties to negotiate before arbitrating do not generally give rise to a binding precondition to arbitration under Korean law, and, thus, no specific consequence arises from a breach of such a clause.

Nevertheless, Korean courts have repeatedly held that a 'split' dispute resolution clause, which offers a choice between mediation (or litigation) and arbitration without designating any priority, is unenforceable as an arbitration agreement, provided that there exists no waiver of objections to arbitral jurisdiction or no implied consent to arbitrate.

(iv) What are the requirements for a valid multi-party arbitration agreement?

Korean law does not prescribe any additional requirement concerning the validity of multi-party arbitration agreements.

(v) Is an agreement conferring on one of the parties a unilateral right to arbitrate enforceable?

The Korean courts' position on 'split' dispute resolution clauses is that split clauses are unenforceable. The Supreme Court observed in dicta that to recognize split clauses as enforceable would bestow upon the initiating party a unilateral right to choose the method for dispute resolution, a result which the Court did not allow. Having said that, it should be stressed that Korean courts may find differently in cases where the parties' clear intent was in fact to bestow such a unilateral right.

(vi) May arbitration agreements bind non-signatories? If so, under what circumstances?

There is no explicit statutory provision or court decision regarding non-signatories under Korean law.

(vii) How do the courts in the jurisdiction determine the law governing the arbitration agreement?

In determining the law governing the arbitration agreement, the Supreme Court's traditional attitude has been to apply the law of the arbitral forum (lex arbitri) to arbitration agreements unless the parties have specified a governing law.

(viii) Do courts in your jurisdiction distinguish between the seat (or legal place) of the arbitration and the venue of meetings/hearings?

Yes. Article 21(1) of the KAA stipulates that 'The place of arbitration shall be decided freely by agreement of the parties.' Further, Article 21(3) of the KAA stipulates that '[…] the arbitral tribunal may meet at any place it considers appropriate for consultation among its members, for examinations of witnesses, experts or the parties, or for inspection of goods, other property or documents: Provided, That the foregoing shall not apply where the parties agree otherwise.'

(ix) Are blockchain- and NFT-related disputes arbitrable in your jurisdiction?

There is no law denying the arbitrability of blockchain and NFT related disputes, nor is there any specialist court having exclusive jurisdiction over these disputes. Hence, such disputes would be arbitrable under the KAA as long as the requirements of Articles 1 and 3 are met.

(x) Are there circumstances in which courts find that a valid arbitration agreement has become inoperable?

Article 9(1) of the KAA (which mirrors Article 8(1) of the UNCITRAL Model Law 2006) anticipates a possible case where an arbitration agreement is found to be inoperative. However, there are no express provisions under the KAA that stipulate the elements of an inoperable arbitration agreement. That said, an arbitral award is subject to set-aside if the underlying arbitration agreement is not valid under the law to which the parties have subjected it, or failing any indication thereon, under the law of the Republic of Korea (Article 36(2)1.(a) of the KAA).

IV. Arbitrability and Jurisdiction

(i) Are there types of disputes that may not be arbitrated? Who decides – courts or arbitrators – whether a matter is capable of being submitted to arbitration? Is the lack of arbitrability a matter of jurisdiction or admissibility?

The KAA does not explicitly lay out the criteria for judging whether a matter is capable of being submitted to arbitration; however, it does offer some guidance. Article 3(1) of the KAA defines 'arbitration' as a procedure to settle 'any dispute under private law', not by court judgment but by an arbitral award, in accordance with the parties' agreement. As the scope of arbitrability under Article 3(1) is restricted to disputes 'under private law', it is understood that disputes relating to criminal, constitutional, family or administrative law are incapable of settlement by arbitration.

(ii) What is the procedure for disputes over jurisdiction if court proceedings are initiated despite an arbitration agreement? Do local laws provide time limits for making jurisdictional objections? Do parties waive their right to arbitrate by participating in court proceedings?

When the defendant in a civil suit before a Korean court pleads the existence of an arbitration agreement, the court must dismiss the suit, unless it finds that the alleged arbitration agreement is invalid, inoperative or incapable of being performed. The defendant must raise such a defence 'by not later than the defendant's first statement on the merits'. Reflecting Korean civil procedure norms, the 'first statement on the merits' refers to the party's oral submission at the first hearing on the merits. A court's dismissal of a civil suit under article 9(1) is a dismissal on procedural grounds. Although there remains the possibility that a court might inquire into issues regarding the merits in the process of determining whether a valid arbitration agreement exists, any such inquiry would be without prejudice to the merits of the dispute.

(iii) Can arbitrators decide on their own jurisdiction? Is the principle of competence-competence applicable in your jurisdiction? If yes, what is the nature and intrusiveness of the control (if any) exercised by courts on the tribunal's jurisdiction?

Under the KAA of 1999, a party to an arbitration agreement could not appeal (object) to the tribunal's decision on competence.

However, Article 17(6) of the KAA of 2016 introduces a right of appeal (object) to allow a party to apply to a court for a review of the arbitral tribunal's competence. The revised provision also specifies the procedure to be followed if the court recognises the arbitral tribunal's competence contrary to the arbitral tribunal's decision (Article 17(9)) – the tribunal, in principle, must continue the arbitral proceeding in that case.

V. Selection of Arbitrators

(i) How are arbitrators selected? Do courts play a role?

Under Article 12 of the KAA, parties are free to agree upon a process for choosing arbitrators. In the absence of party agreement, the KAA provides for default procedures, largely tracking those of the UNCITRAL Model Law.

Even where there is an agreement between the parties on the method of appointment, the parties may apply to the court to make the appointment(s) in the following circumstances: when (i) a party fails to appoint an arbitrator according to the agreed procedure; (ii) the parties or the two appointed arbitrators fail to appoint the third arbitrator according to the agreed procedure; or (iii) the institution or other third party to whom appointment of an arbitrator has been delegated fails to make such appointment (KAA Article 12(4)). A court's appointment may not be appealed.

(ii) What are the requirements in your jurisdiction as to disclosure of conflicts? Do courts play a role in challenges and what is the procedure?

The KAA prescribes that, upon being asked to serve as an arbitrator, the candidate must promptly disclose to the parties any circumstances likely to give rise to doubts as to their impartiality or independence. This disclosure obligation is understood to be continuous, thus requiring the arbitrator to disclose any such circumstance that may arise during the course of the arbitration.

An arbitrator may be challenged by a party under the KAA at any time if there are circumstances that give rise to doubts as to the arbitrator's impartiality or independence. However, a party that has appointed or participated in the appointment of an arbitrator may challenge that arbitrator only for reasons of which it became aware after such appointment. Unless the non-challenging party concurs with the challenge, or the challenged arbitrator withdraws voluntarily, the tribunal will decide the challenge. The decision of the court regarding a challenge may not be appealed.

(iii) Are there limitations on who may serve as an arbitrator? Do arbitrators have ethical duties? If so, what is their source and generally what are they?

Anyone may serve as an arbitrator in arbitrations seated in Korea, so long as the person in question has legal capacity and is independent, impartial and able to perform his or her duties as arbitrator. A person does not need to be a Korean national or an attorney to act as arbitrator.

An arbitrator's ethical duties include: (i) exercising due care as an expert in performing his or her duties; (ii) acting fairly, independently and neutrally when making substantial or procedural decisions; (iii) granting both parties equal opportunities to be heard; (iv) adopting appropriate procedures to prevent the parties from expending unnecessary time and money; and (v) keeping the occurrence of disputes between the parties, the arbitral proceedings and any decision or award confidential. These duties are expressly or implicitly outlined in various provisions of the KAA.

(iv) Are there specific rules or codes of conduct concerning conflicts of interest for arbitrators? Are the IBA Guidelines on Conflicts of Interest in International Arbitration followed?

The Supreme Court has held that when an attorney serves as an arbitrator, the attorney should attempt to minimize ex parte contacts with the parties (or their agents) during the course of the arbitration proceedings. The Court has also held that, in principle, an attorney appointed as an arbitrator generally should not represent any of the parties (or their agents) in other matters during the course of the arbitration, regardless of whether such matter has any relevance to the dispute at hand. In particular, if the matter shares the same or similar legal or factual issues with the arbitration, it may provide a basis for a subsequent setting aside of the arbitral award grounded on doubt over the impartiality or independence of the arbitrator.

The 2014 IBA Guidelines on Conflicts of Interest in International Arbitration (IBA Guidelines) have gained increasing prominence and influence among Korean practitioners, with frequent reference being made to the IBA Guidelines in recent disclosure statements by arbitrators. In limited instances where issues of arbitrator independence or impartiality have been determined by the Korean courts, the standards applied by judges appear to be largely consistent with international best practices, regardless of whether express reference to the IBA Guidelines is made.

VI. Interim Measures and Emergency Arbitration

(i) Can arbitrators issue interim measures or other forms of preliminary relief? What types of interim measures can arbitrators issue? Is there a requirement as to the form of the tribunal's decision (order or award)? Are interim measures issued by arbitrators enforceable in courts?

The KAA did not previously contain any provisions on if and how interim measures issued by the tribunal are to be enforced by the courts. Since decisions under Article 18 of the earlier version of the Act took the form of an order, not an award, it was generally understood that such interim measures are not enforceable by a court (this did not, however, take away from the tribunal's power to issue such measures). However, the 2016 amendments to the KAA adopt the amended UNCITRAL Model Law and ensure that parties can approach the courts to have interim measures enforced, regardless of where the arbitration is seated.

Article 18(2) of the KAA of 2016 stipulates the interim measures available to the tribunal:

i. Maintain or restore the status quo pending determination of the dispute;
ii. Take action that would prevent current or imminent harm or prejudice to the arbitral proceeding itself, or prohibiting action that may cause such harm or prejudice;
iii. Provide a means of preserving assets subject to the execution of an arbitral award; or,
iv. Preserve evidence that may be relevant and material to the resolution of the dispute.

The KAA, as of 2016 distinguishes the requirements for interim measures as below:

i. Interim measures other than preservation of evidence (Article 18-2(1)): (a) possibility of incurring damages unrecoverable from damages included in the arbitral award; (b) loss of the requesting party is expected to exceed the loss from the interim measure incurred to the opposing party; (c) there exists a reasonable possibility that the requesting party will succeed on the merits of the claim; and (d) requesting party must provide prima facie evidence of the abovementioned requirements.

ii. Interim measure for preservation of evidence (Article 18-2(2)): the abovementioned requirements can be applied only to the extent the arbitral tribunal considers appropriate.

(ii) Will courts grant provisional relief in support of arbitrations? If so, under what circumstances? May such measures be ordered after the constitution of the arbitral tribunal? Will any court ordered provisional relief remain in force following the constitution of the arbitral tribunal?

As previously mentioned, parties in arbitrations seated in Korea can request a court to grant interim measures of protection before the commencement of or during the arbitral proceedings. Any court-ordered provisional relief obtained before the constitution of an arbitral tribunal maintains its force even after the tribunal is constituted.

Furthermore, interim measures or other provisional relief can be ordered after the constitution of the arbitral tribunal as well. Under Korean law, the two main tests that must be met are: (i) the applicant must have a viable claim that will likely succeed on the merits; and (ii) unless the interim measure is granted, execution of the judgment will be difficult, if not impossible, in light of the likelihood that the losing party will dissipate its assets. Although conclusive evidence is not required, the applicant will need to explain sufficiently the circumstances supporting both the likelihood of success on the merits as well as the necessity of the requested interim measure. In addition, the applicant will have to provide security in an amount determined by the court.

(iii) To what extent may courts grant evidentiary assistance/provisional relief in support of the arbitration? Do such measures require the tribunal's consent if the latter is in place?

Article 28 of the KAA (amended in 2016) empowers courts to order a witness to appear before a tribunal and to order the production of documents before a tribunal.

If the arbitral tribunal requests the court to assist in the taking of evidence, the court may order witnesses or document holders to appear before the arbitral tribunal or to produce documents required by the arbitral tribunal. Such assistance from the court would only be available if the arbitral tribunal requests such assistance.

(iv) Are decisions by emergency arbitrators enforceable in your country?

Unlike in the case of a final arbitral award, the KAA does not stipulate whether decisions by emergency arbitrators are enforceable in Korea. In the absence of such statutory basis, it is therefore likely that a domestic court would not accept enforcement of a decision rendered by emergency arbitrators.

(v) What is the approach in your country to anti-suit injunctions or injunctions by arbitrators preventing parties from initiating litigation proceedings?

Theoretically, it is possible for a tribunal to render an anti-suit or anti-arbitration injunctions under the KAA, because such injunction may fall under Article 18(2)(ii) of the KAA of 2016 stating: 'Take action that would prevent current or imminent harm or prejudice to the arbitral proceeding itself, or prohibiting action that may cause such harm or prejudice.'

However, such an injunction by a tribunal, even if valid, would only affect the parties of the arbitration proceeding and would likely not be enforced by a domestic court.

(vi) Do courts provide assistance in aid of foreign-seated arbitrations, including for disclosure of documents?

See Section VI.(iii). In the last few years, the Korean court is known to have conducted witness examination as per the request of an arbitral tribunal (arbitrating a case seated in Singapore) pursuant to Article 28 of the KAA.

VII. Disclosure/Discovery

(i) What is the general approach to disclosure or discovery in arbitration? What types of disclosure/discovery are typically permitted?

A formal document production process is not ordinarily expected by Korean parties in domestic arbitrations, where expectations are often conditioned by the norms and practices of Korean civil procedure. In international arbitrations, however, a foreign party may be involved and request a formal document production process. In such cases, tribunals are ordinarily familiar with international disclosure practices and should be able to accommodate the expectations of the parties.

Tribunals and parties in international arbitrations alike commonly rely on the IBA Rules on the Taking of Evidence in International Arbitration (IBA Rules of Evidence) and make use of Redfern Schedules. Where there is no formal document production procedure, parties will produce the documents upon which they rely, together with their written submissions, as the case may be. However, the tribunal may grant specific document production requests made by the parties if it is deemed necessary. In such cases, document production requests tend to occur prior to the commencement of hearings.

(ii) What, if any, limits are there on the permissible scope of disclosure or discovery?

The KAA makes no explicit mention regarding the permissible scope of disclosure or discovery. Tribunals seated in Korea, however, enjoy wide discretion in evidentiary matters, and consistent with Korean civil procedure, will often apply few restrictions upon the evidence that a party may produce and rely upon. Rather than precluding the use of evidence such as hearsay, tribunals tend to admit evidence and then make a discretionary assessment as to the weight that should be attributed.

(iii) Are there special rules for handling electronically stored information?

There are no special rules for handling electronically stored information. Accordingly, parties are not restricted from requesting disclosure of electronic information in its native format, and tribunals seated in Korea have granted such requests, particularly when the documents requested are identified with sufficient specificity.

VIII. Confidentiality

(i) Are arbitrations confidential? What are the rules regarding confidentiality?

The KAA is silent on the matter of confidentiality. As a result, arbitrations governed by the KAA cannot be presumed to be confidential. By the same token, however, the KAA does not bar confidentiality agreements, which are enforceable under Korean law. Accordingly, parties may ensure that their dispute and ensuing arbitrations will be kept confidential by stipulating to a separate clause providing for confidentiality obligations, executing an agreement to the same effect, or designating in their contract institutional arbitration rules containing provisions on confidentiality entering into confidentiality agreements.

(ii) Are there any provisions in your arbitration law as to the arbitral tribunal's power to protect trade secrets and confidential information?

The KAA is also silent on whether an arbitral tribunal possesses authority to protect trade secrets and confidential information. Nonetheless, Article 20(2) of the KAA confers upon a tribunal the 'power to determine the admissibility, relevance, and weight of any evidence' without prohibiting them from recognizing certain evidence as being trade secrets or confidential information, which tribunals have discretion to exclude from the evidentiary record.

(iii) Are there any provisions in your arbitration law as to rules of privilege?

The KAA does not deal with rules of privilege, which is not surprising since the principle of evidentiary privilege itself is not explicitly recognized under Korean law. Consequently, where a tribunal is faced with issues of confidentiality or privilege, tribunals oftentimes apply the legal or ethical rules which it determines to be appropriate considering the circumstances of the case.

IX. Evidence and Hearings

(i) Is it common that parties and arbitral tribunals adopt the IBA Rules on the Taking of Evidence in International Arbitration to govern arbitration proceedings? If so, are the Rules generally adopted as such or does the tribunal retain discretion to depart from them?

It is not uncommon for international arbitrations seated in Korea to adopt the IBA Rules of Evidence as guidance. Having said that, the parties are free to agree to exclude the application of the IBA Rules from their proceedings altogether. Absent an express agreement, it would be within the tribunal's discretion to adhere or depart from the IBA Rules.

(ii) Are there any limits to arbitral tribunals' discretion to govern the hearings?

Under the KAA, arbitral tribunals seated in Korea are granted wide-ranging discretionary powers to govern the hearing. The tribunal is, however, under a duty to treat the parties equally, provide each side with sufficient opportunity to present its case and comply with mandatory provisions of the KAA.

(iii) How is witness testimony presented? Is the use of witness statements with cross examination common? Are oral direct examinations common? Do arbitrators question witnesses?

Arbitrators have wide discretion in deciding the manner by which evidence is to be taken, which includes the manner in which witnesses are examined during the hearings. As a matter of convention, while direct examination is limited and takes form of a brief examination-in-chief, cross-examination is often extensive and may be directed at the witness's previously submitted written statement(s).

(iv) Are there any rules on who can or cannot appear as a witness? Are there any mandatory rules on oath or affirmation?

The KAA does not provide any rules on who can or cannot appear as a witness. No mandatory rules on oath or affirmation exist under the KAA. Article 319 of the Korean Civil Procedure Act, however, requires witnesses to take an oath prior to giving testimony in court, and although not likely, it remains unsettled by the court whether this provision applies to arbitration.

(v) Are there any differences between the testimony of a witness specially connected with one of the parties (eg legal representative, director or employee) and the testimony of unrelated witnesses?

The KAA does not distinguish between the testimony of a party-related witness and that of an unrelated witness. As a practical matter, however, arbitral tribunals may take into account any former or present links between the witness and the parties when determining the weight of witness statements or testimony.

(vi) How is expert testimony presented? Are there any formal requirements regarding independence and/or impartiality of expert witnesses?

Written statements or reports are the most common form in which experts provide their testimony. If the content of their opinions is highly technical, experts may include with their reports graphics, diagrams or other supporting authorities or exhibits. Experts may also appear at the hearing and testify to their position if so requested by the parties or if the tribunal requires it ex officio.

The KAA distinguishes between party-appointed and tribunal-appointed experts. With respect to the former, the KAA does not prescribe formal requirements regarding their independence or impartiality. Nonetheless, it is common practice for party-appointed experts to include a statement of independence along with their statement or report. On the other hand, the KAA expressly subjects tribunal appointed experts to independence and impartiality requirements. Accordingly, any party may challenge a tribunal-appointed expert if there is 'any circumstance likely to give rise to doubts as to such [expert]'s impartiality or independence'.

(vii) Is it common that arbitral tribunals appoint experts beside those that may have been appointed by the parties? How is the evidence provided by the expert appointed by the arbitral tribunal considered in comparison with the evidence provided by party-appointed experts? Are there any requirements in your jurisdiction that experts be selected from a particular list?

It is rare for arbitral tribunals seated in Korea to appoint experts beside those appointed by the parties. However, unless the parties agree otherwise, tribunals may appoint an expert in lieu of party-appointed experts, or in addition to party-appointed experts when clarification is needed regarding an uncertain issue arising from the party-appointed experts' respective opinions.

There are no provisions in the KAA, or any known practice that requires (or allows) evidence provided by tribunal-appointed experts to be considered differently than evidence furnished by party-appointed experts. There are no requirements that experts be selected from a particular list.

(viii) Is witness conferencing ('hot-tubbing') used? If so, how is it typically handled?

Witness conferencing of expert witnesses is commonly used in arbitrations seated in Korea as well as those involving Korean parties. A typical method of conferencing is a hybrid of traditional cross-examination and 'hot-tubbing', and typically involves questioning by counsel and tribunal members rather than being limited to direct discussions between opposing witnesses. Counsel may freely alternate between examination of their own and the opposing party's expert(s) without regard to the traditional order of examination and cross-examination. Meanwhile, hot-tubbing fact witnesses is uncommon.

(ix) Are there any rules or requirements in your jurisdiction as to the use of arbitral secretaries? Is the use of arbitral secretaries common?

Under Korean law, there are no rules or requirements as to the use of arbitral secretaries. The use of arbitral secretaries is common, at least in international arbitration involving Korean parties.

(x) Are there any ethical codes or other professional standards applicable to counsel and arbitrators conducting proceedings in your jurisdiction?

Korean law does not prescribe a specific code of ethics or professional standards applicable to arbitration proceedings. The KCAB Code of Ethics for Arbitrators provide guidelines regarding arbitrators and their conduct regarding KCAB administered arbitrations.

(xi) Have arbitral institutions in your jurisdiction implemented rules empowering arbitral tribunals to exclude counsel based on conflicts of interest or other reasons?

The KCAB Rules (International or Domestic) and the KCAB Code of Ethics for Arbitrators do not provide rules empowering tribunals to exclude counsel.

(xii) Has your jurisdiction adopted any rules with regard to remote hearings and have there been any court decisions on same?

The KCAB has not adopted express rules with regard to remote hearings, but remote hearings are conducted regularly, and were particularly used during the COVID-19 pandemic. The KCAB has issued guidelines to assist parties in conducting a remote hearing.

X. Awards

(i) Are there formal requirements for an award to be valid? Are there any limitations on the types of permissible relief?

The KAA requires arbitral awards to be made in writing and be signed by the arbitrators. In addition, unless the parties agree otherwise or the award is a consent award issued pursuant to Article 31, the KAA requires awards to be reasoned. Other formalities include the requirement that the award state its date and the place of arbitration. Under the KAA, there is no express provision dealing with the specific types of remedies that may be granted by means of an arbitral award. Thus, at least in principle there is no legal restriction on the remedies that the parties may agree upon. As a result, the parties may even agree on remedies that are not available in Korean civil court proceedings, as long as it does not contravene any public policy recognized under Korean law.

(ii) Can arbitrators award punitive or exemplary damages? Can they award interest? Compound interest?

Korean law does not recognize punitive damages. Consequently, Korean courts have refused to recognize those portions of foreign arbitral awards granting punitive damages. However, the 2016 amendment to the KAA expressly empowers tribunals to order the payment of interest for delay, at rates which the tribunal deems suitable (Article 34-3).

(iii) Are interim or partial awards enforceable?

The 2016 amendment to the KAA expressly stipulates for the recognition and enforcement of interim measures (Article 18-7). Although the above provision is similar to Article 35 of the UNCITRAL Model Law, it must be noted that the provisions regarding recognition and enforcement of interim measures only apply to arbitrations seated in Republic of Korea (Article 2(1)).

(iv) Are arbitrators allowed to issue dissenting opinions to the award? What are the rules, if any, that apply to the form and content of dissenting opinions?

There are no express rules disallowing the issuance of dissenting opinions, and it is understood that dissenting opinions are allowed. Likewise, there is no restriction on the form and content of dissenting opinions.

(v) Are awards by consent permitted? If so, under what circumstances? By what means other than an award can proceedings be terminated?

Article 31 of the KAA allows parties to request a tribunal to record a mutually agreed settlement in the form of an arbitral award. Such a 'consent award' must be made in the form of an official arbitral award but may omit reasoning. The KAA dictates that an award by consent shall have the same effect as an award on the merits. Other than by means of a final award, under Article 33(2) of the KAA, arbitral proceedings may also be terminated by a decision of the arbitral tribunal.

A tribunal is obligated to render a termination decision when: (i) the claimant withdraws its claim and the respondent makes no legitimate objection; (ii) the parties agree to terminate the proceedings; or (iii) the arbitral tribunal acknowledges that continuation of the proceedings has become unnecessary or impossible.

(vi) What powers, if any, do arbitrators have to correct or interpret an award?

Once an arbitral award is rendered, the powers of the tribunal are limited. The arbitral tribunal, upon a request of a party or ex officio, may within thirty days from the date of the award (or another timeframe agreed between the parties) correct any errors in computation, any clerical or typographical errors or any similar errors. If the parties agree, a tribunal may also give an interpretation of a specific issue or of part of the award. An additional award regarding claims presented but omitted from the award may also be issued unless the parties agree otherwise.

XI. Costs

(i) Who bears the costs of arbitration? Is it always the unsuccessful party who bears the costs?

KAA does not endorse a general principle on costs. In the context of domestic arbitration, in which tribunals often follow the norms endorsed by Korean law as prescribed under Articles 98 through 101 of the Korean Civil Procedure Act, costs are allocated on a pro rata basis to the claimant's success rate.

(ii) What are the elements of costs that are typically awarded?

Elements of costs typically awarded include administrative fees of the arbitral institution and the expenses incurred for the proceedings, such as costs for hearing rooms, translation and transcripts. Legal fees and the expenses and fees of the arbitrators, experts and witnesses are also subject to a cost award. Attorneys' fees are likewise subject to cost awards. Notably, under the KCAB Domestic Rules legal fees are not recoverable in an award on costs absent a party agreement, but under the KCAB International Rules 'attorney fees' are expressly included among the costs that the tribunal may award in its discretion.

(iii) Does the arbitral tribunal have jurisdiction to decide on its own costs and expenses? If not, who does?

The KAA does not touch upon the jurisdiction of a tribunal to decide its own costs and expenses.

(iv) Does the arbitral tribunal have discretion to apportion the costs between the parties? If so, on what basis?

The arbitral tribunal has wide discretion to apportion the costs between the parties, but the KAA does not provide guidance on what basis costs should be apportioned.

(v) Do courts have the power to review the tribunal's decision on costs? If so, under what conditions?

There is no specific provision in the KAA pursuant to which an appeal may be made against a decision of the KCAB or the tribunal with respect to costs. Any challenge to a cost award, as is the case for other arbitral awards, is thus limited to the narrow grounds for setting aside or refusing recognition and enforcement of arbitral awards as set out under the KAA.

XII. Challenges to Awards

(i) How may awards be challenged and on what grounds? Are there time limitations for challenging awards? What is the average duration of challenge proceedings? Do challenge proceedings stay any enforcement proceedings? If yes, is it possible nevertheless to obtain leave to enforce? Under what conditions?

Under Article 36(2) of the KAA, an award may only be set aside by the court if the applicant provides proof that (i) a party to the arbitration agreement did not have legal capacity under the relevant governing law at the time of the agreement; (ii) the party seeking to set aside the award was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case; (iii) the award deals with a dispute not subject to the arbitration agreement, or a matter beyond the scope of the arbitration agreement, provided that if the part of the award on matters submitted to arbitration can be separated from those not submitted, only the part of the award, which contains decisions on matters not submitted to arbitration, may be set aside; or (iv) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the parties' agreement (unless the agreement was in conflict with a mandatory provision) or was not in accordance with the KAA.

In addition, the court may also set aside the award if it finds on its own initiative that (i) the subject matter of the dispute is not capable of being settled by arbitration under Korean law; or (ii) the award is in conflict with the good morals or other public policy of the Republic of Korea. The Supreme Court has ruled that under the New York Convention, considerations of 'public policy' must take into account not only Korea's domestic situation, but also the need for foreseeability and stability in international business transactions. They have thus applied the notion of 'public policy' in line with international best practices, taking a pro-enforcement stance.

Article 36(3) of the KAA requires a party intending to have an award set aside to apply to the competent court within three months of the date on which it received a duly authenticated copy of the award or a duly authenticated copy of any correction, interpretation or additional award. The competent court will generally be a district court. The district court's decision on an application for setting aside can be appealed to the high court, followed by another appeal to the Supreme Court. Under Article 36(4) of the KAA, where a final and conclusive judgment for recognition or enforcement of the relevant award has been issued by a South Korean court, no action for setting aside the award may be raised.

There is no express provision stating that any enforcement proceedings are suspended due to filing of set-aside. In case an arbitral award is denied recognition, a party may file an immediate appeal pursuant to Article 37(6) of the KAA. The abovementioned immediate appeal does not suspend or stay the enforcement (Article 37(7)).

(ii) May the parties waive the right to challenge an arbitration award? If yes, what are the requirements for such an agreement to be valid?

Korean law is unclear on whether parties may contractually exclude or limit the grounds for setting aside or for refusing the recognition and enforcement of a foreign award. Korean courts may find such an agreement entered into in advance of an award as contrary to public policy and thus unenforceable. However, in a related vein the Supreme Court has recognised the validity of agreements to limit or exclude rights of court appeal arising after the rendering of judgment by a court of first instance or court of appeal.

(iii) Can awards be appealed in your country? If so, what are the grounds for appeal? How many levels of appeal are there?

Article 35 of the KAA prescribes that 'arbitral awards shall have the same effect on parties as a final and conclusive judgment of the court'. An arbitral award is therefore not subject to appeal, subject only to being set aside or refused recognition or enforcement.

(iv) May courts remand an award to the tribunal? Under what conditions? What powers does the tribunal have in relation to an award so remanded?

The KAA is silent with respect to the authority of the courts to remand an award to the tribunal for reconsideration, and there is no court decision on point. It is nonetheless understood that courts do not possess the authority to do so.

(v) Is there a specialist arbitration court in your jurisdiction?

No, there is no specialist arbitration court.

(vi) To what extent do courts in your jurisdiction allow arbitrators to amend and/or replace wrongly invoked law or the law not invoked by the parties (iura novit arbiter)? Could this be a basis to set aside the award?

The KAA is silent with respect to the authority of the courts to allow arbitrators to amend or replace wrongly invoked law, and there is no court decision on this point. Based on the principle of party presentation (which is also applied to arbitration proceedings to a certain extent), the parties are responsible for presenting their arguments, including legal arguments. Whether the above fulfils the basis to set aside the award would depend on the specifics of the case, although in general, an error in law does not suffice to set aside an arbitral award under the KAA.

XIII. Arbitrator Liability

(i) Does the arbitration law in your jurisdiction expressly provide for the immunity of arbitrators, experts, translators, interpreters and/or other participants in arbitration proceedings from civil liability in connection with their mandate? If so, are there exceptions to this immunity?

The KAA is silent on immunity of civil liability for arbitrators, experts, translators, interpreters and/or other participants in arbitration proceedings in connection with their mandate.

Article 13 of the KCAB Domestic Arbitration Rules states that '[e]xcept in case of wilful or gross negligence, the court of arbitration, arbitrator(s), or the Secretariat and its staff shall not be liable for any act or omission in connection with the arbitral proceedings.'

(ii) Does this immunity, if any, extend to criminal liability?

The KAA is also silent on immunity of criminal liability for arbitrators, experts, translators, interpreters and/or other participants in arbitration proceedings.

XIV. Recognition and Enforcement of Awards

(i) What is the process for the recognition and enforcement of awards? What are the grounds for opposing enforcement? Which is the competent court? Does such opposition stay the enforcement? If yes, is it possible nevertheless to obtain leave to enforce? Under what circumstances?

If a party fails to comply with an arbitration award rendered in Korea, the other party may petition a court for an enforcement judgment. Article 37(1) of the KAA provides that a party that wishes to have an award rendered in Korea recognized and enforced within Korea should obtain a recognition or enforcement judgment from the competent Korean court. Under Article 38 of the Act, the court will recognize or enforce the arbitral award unless one of the limited grounds for challenging an arbitral award set out in Article 36(2) of the Act is shown to apply. Korean courts are strongly pro-enforcement. Once an enforcement judgment from a court becomes final and conclusive, the parties are thereafter barred from seeking to have the arbitration award set aside.

To obtain a judgment recognizing and enforcing an award, a party must file an application with the competent court (which will be the district court having jurisdiction over the case). The application must be accompanied by the duly authenticated original award or a duly certified copy thereof. If the award or arbitration agreement is made in a foreign language, a translation in Korean is required, but certification of the translation is not required.

The competent court of the request seeking recognition and/or enforcement of an arbitral award is one of the following: (a) a court designated in the arbitration agreement; (b) a court that has jurisdiction over the place of arbitration; (c) a court which has jurisdiction over the place where a respondent's property is located; or a court which has jurisdiction over a respondent's domicile or place of business, his or her place of abode if none of those can be found, or his or her last-known domicile or place of business if his or her place of abode cannot be found (Article 7(4)). Such opposition does not stay the enforcement (Article 37(7)).

(ii) If an exequatur is obtained, what is the procedure to be followed to enforce the award? Is the recourse to a court possible at that stage?

Once a judgment recognizing and enforcing an award has been obtained from a Korean court, the court's judgment may be enforced against the defendant's assets by means of a compulsory execution judgment. The execution sentence is then attached to the judgment. The application for a compulsory execution judgment commences with an application in writing and is followed by a three-step procedure: seizure, liquidation and distribution. In the case of movable property, the application will usually be made to a court bailiff. With respect to real estate, the execution is made to an execution court; the District Court or its branch having jurisdiction over the relevant property.

(iii) Are conservatory measures available pending enforcement of the award?

Court-ordered interim measures or protection prior to enforcement of the award are available under Korean law (see also Section VI).

(iv) What is the attitude of courts towards the enforcement of awards? What is the attitude of courts to the enforcement of foreign awards set aside by the courts at the place of arbitration?

Korea is a pro-enforcement jurisdiction. Korean courts infrequently set aside awards rendered in Korea.

(v) How long does enforcement typically take? Are there time limits for seeking the enforcement of an award?

Pursuant to Article 165 of the Korean Civil Procedure Act, a party's right to apply for the recognition and enforcement of an award (whether domestic or foreign) expires after ten years following the date of the award. For domestic awards, pursuant to Article 36(3) of the KAA, a losing party's application to set aside an award must be filed within three months from the date that party received a duly authenticated copy of the award or the duly authenticated copy of a correction, interpretation or additional award under Article 34 of the KAA.

XV. Sovereign Immunity

(i) Do state parties enjoy immunities in your jurisdiction? Under what conditions?

State parties enjoy sovereign immunity with regard to their acts in Korea so long as these do not constitute 'private law acts'. The Supreme Court has held that the private law acts of another State in the territory of Korea would be subject to the jurisdiction of Korean courts, barring special circumstances such as where the exercise of such jurisdiction would constitute undue intervention in the sovereign activities of the subject State.

(ii) Are there any special rules that apply to the enforcement of an award against a state or state entity?

There are no special rules governing the enforcement of an award, domestic or foreign, against a State or State entity. However, in at least one case decided by the Supreme Court, an arbitration award was successfully enforced against the Republic of Korea without the defence of sovereign immunity being asserted by the State or raised as an issue by the Court on its own initiative. The Supreme Court has held, in the context of an employment dispute involving the United States as the defendant, that Korean courts may exercise jurisdiction in regard to the private law acts committed by a foreign State in Korea absent special circumstances.

(iii) Are there any requirements for arbitrations involving sovereign entities?

There are no special requirements for arbitrations involving sovereign entities.

XVI. Investment Treaty Arbitration

(i) Is your country a party to the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States? Or other multilateral treaties on the protection of investments?

The Washington Convention was signed by Korea on 18 April 1966, and has been in force since 23 March 1967. Korea has also concluded multilateral FTAs/BITs with countries all over the world which provide for the protection of investments.

(ii) Has your country entered into bilateral investment treaties with other countries?

As of October 2023, the Republic of Korea was or is a party to approximately 105 BITs.

(iii) Have there been any recent court decisions in your country in relation to intra-European investor-state arbitration?

No.

XVII. Resources

(i) What are the main treatises or reference materials that practitioners should consult to learn more about arbitration in your jurisdiction?

Texts available in English:

- ARBITRATION LAW OF KOREA: PRACTICE & PROCEDURE (Juris Publishing, Kap-You (Kevin) Kim & John P. Bang, Eds., 2012);
- Seung-Wha Chang, *Republic of Korea*, in DISPUTE RESOLUTION IN ASIA (Michael Pryles, ed., Kluwer Law International, 3rd ed., 2006) at 237-265;
- Byung-Chol Yoon *et al.*, *Arbitration in Korea*, in INTERNATIONAL COMMERCIAL ARBITRATION IN ASIA (McConnaughay, Philip, Gingsburg & Thomas, eds., JurisNet, 2d ed., 2006) at 201-234.

Texts available in Korean:

- Young-Joon Mok, *SANGSA JUNGJEBEOP* [COMMERCIAL ARBITRATION] (Pakyoungsa 2018);
- Kwang-Hyun Suk, *KUKJE SANGSA JUNGJEBEOP YEONGU* [ESSAYS ON INTERNATIONAL COMMERCIAL ARBITRATION] (Pakyoungsa 2007);
- JUSEOK *JUNGJEBEOP* [COMMENTARIES ON THE ARBITRATION ACT]
- (Byeong-Hoe Yang *et al.*, eds., KCAB/Korean Association of Arbitration Studies 2005);
- Korean Commercial Arbitration Board, *KUKJE JUNGJE GYUCHIK HAESEOL* [EXPLANATION OF THE INTERNATIONAL ARBITRATION RULES] (KCAB 2010);
- Korean Commercial Arbitration Board, *Sangsa jungje 30 nyeonsa* [30 Years of Commercial Arbitration] (KCAB 1996).

(ii) Are there major arbitration educational events or conferences held regularly in your jurisdiction? If so, what are they and when do they take place?

The Seoul ADR Festival, jointly hosted by the KCAB and the Ministry of Justice is one of the most prominent arbitration events in Asia. It generally takes place in November, every year, and includes participants from all over the world. All major arbitral institutions, including the ICC, the SIAC and the HKIAC all regularly host events in Seoul as well, with the young lawyer associations of these institutions focusing on training and development.

The FDI Moot's global rounds have been organized in Seoul in the recent past, while several pre-moots for the Vis Moot are organized, with the most prominent ones being organized by Peter & Kim and the Seoul National University.

XVIII. Trends and Developments

(i) Do you think that arbitration has become a real alternative to court proceedings in your country?

Arbitration is a well-established alternative to court proceedings in Korea, particularly for disputes involving an international element. Korean parties are major users of arbitration in most leading arbitral institutions, and at the same time, the number of cases administered by KCAB has consistently increased year on year.

(ii) What are the trends in relation to other ADR procedures, such as mediation?

Attitudes in Korea to alternative dispute resolution procedures in the international context have always been positive. Court-annexed mediation, by which a plaintiff may request mediation before a judge or a conciliation committee during the course of litigation, has been part of Korean civil procedure rules since 1990. In recent times, the use of alternative dispute resolution procedures and their sophistication has grown in Korea with the increase of both inbound and outbound cross-border transactions involving Korean parties.

(iii) Are there any noteworthy recent developments in arbitration or ADR?

As discussed above, the KAA was substantially amended in 2016. The KCAB International Rules and KCAB Domestic Rules were also amended in 2016, and are currently being revised again, with the latest edition of the rules due to be released in 2024.

(iv) Are there any official plans to reform the arbitration laws and practice in your jurisdiction?

There are currently no published plans to revise the Korean arbitration law.

(v) Are there any rules governing third-party funding in your jurisdiction? Is there an obligation to disclose the identity of any non-party who has an economic interest in the outcome of the proceedings, including any third party funder? Have there been any recent court decisions in your jurisdiction in relation to third-party funding?

There is no specific provision of the KAA (or another legislation) that governs third-party funding of international arbitration cases. There is also no reported case in which the legality of third-party funding has been evaluated by a Korean court. As such, it is not clear if third-party funding of international arbitration cases is permitted. However, to the author's knowledge, there are no funders that fund international arbitration cases operating in Korea.

(vi) Has your country implemented a sanctions regime? Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any recent court decisions in your country in relation to the impact of sanctions on international arbitration proceedings?

Korea has not adopted a sanctions regime in the context of international arbitration proceedings.