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Curriculum vitae

Education:

Master of Laws (LL.M.), Augsburg University, Germany	July 1992
Juris Doctor (Honors), Bologna University, Italy	Dec. 1990
Friedrich Dessauer Gymnasium, Aschaffenburg, Germany	June 1985

Current Employment:

July 2011 - present, *Clarence D. Ashley Professor of Law* and *Director*, Intesa Sanpaolo Center for Transnational Litigation, Arbitration, and Commercial Law, and *Director*, LL.M. program in International Business Regulation, Litigation and Arbitration at New York University School of Law, New York, USA

Previous Employments:

October 2002 – June 2016, *Full Professor of International Law*, Verona University School of Law, Verona (on leave 2011-2016)

August 2000 – April 2002, *Legal Officer*, United Nations Office of Legal Affairs, International Trade Law Branch, Vienna

November 1998 – September 2002, *Full of Comparative Private Law*, Bologna University School of Law, Bologna

May 1995 – October 1998, *Professor of Comparative Private Law*, Tilburg University Faculty of Law, Tilburg

Visiting Professorships and other positions:

1 May – 30 June 2022, *Visiting Professor of Law*, SciencesPo School of Law, Paris

10 – 28 January 2022, *Visiting Professor of Law*, National University of Singapore

1 May – 30 June 2021, *Visiting Professor of Law*, SciencesPo School of Law, Paris

6 – 31 January 2021, *Visiting Professor of Law*, National University of Singapore

1 May – 30 June 2020, *Visiting Professor of Law*, SciencesPo School of Law, Paris

1 May – 30 June 2019, *Visiting Professor of Law*, SciencesPo School of Law, Paris

8 – 18 April 2019, *Visiting Professor of Law*, Lucerne University School of Law

2 – 25 February 2019, *Visiting Professor of Law*, National University of Singapore

8 January – 2 February 2018, *Visiting Professor of Law*, National University of Singapore

1 June – 31 July 2018, *Visiting Professor of Law*, SciencesPo School of Law, Paris

3 May – 2 June 2017, *Visiting Professor of Law*, Universitat Pompeu Fabra, Barcelona

1 – 29 February 2016, *Visiting Professor of Law*, National University of Singapore

20 – 30 July 2014, *Visiting Lecturer*, Bucerius Law School, Hamburg

11 – 30 August 2013, *Visiting Professor of Law*, National University of Singapore

19 – 31 July 2013, *Visiting Lecturer*, Bucerius Law School, Hamburg

6 – 31 August 2012, *Visiting Professor of Law*, National University of Singapore

27 July – 3 August 2012, *Visiting Lecturer*, Bucerius Law School, Hamburg

6 – 27 August 2011, *Visiting Professor of Law*, National University of Singapore

21 July – 1 August 2011, *Visiting Lecturer*, Bucerius Law School, Hamburg

2 – 25 April 2011, Visiting Lecturer, University of Toronto, Toronto

2 – 26 August 2010, *Visiting Professor of Law*, National University of Singapore

18 – 30 July 2010, *Visiting Lecturer*, Bucerius Law School, Hamburg

28 August – 25 September 2009, *Visiting Professor of Law*, National University of Singapore

5 January – 10 June 2009, *BNP Paribas Visiting Professor of Law*, Columbia Law School, New York

25 August – 22 September 2008, *Visiting Professor of Law*, National University of Singapore

1 July 2008 – 31 August 2010, *Inge Rennert Distinguished Visiting Professor of Law*, New York University School of Law, New York

1 January – 31 May 2008, *Global Hauser Visiting Professor of Law*, New York University School of Law, New York

4 August – 1 October 2007, *Visiting Professor of Law*, National University Singapore

7 January – 25 May 2005, *Global Hauser Visiting Professor of Law*, New York University School of Law, New York

16 August – 8 September 2004, *Visiting Professor of Law*, Louisiana State University, Baton Rouge

2 – 21 September 2003, *Visiting Professor of Law*, Louisiana State University, Baton Rouge

6 January – 10 February 2003, *Visiting Professor of Law*, University of Pittsburgh School of Law, Pittsburgh

29 May – 9 July 2002, *Visiting Professor of Law*, Loyola Law School, Los Angeles

26 August – 14 September 2002, *Visiting Professor of Law*, Louisiana State University, Baton Rouge

7 December 2001 – 6 January 2002, *Visiting Professor of Law*, Paris X Nanterre University School of Law, Paris

9 – 17 February 2001, *Visiting Professor of Law*, University of Georgia School of Law, Athens

7 August 2000 – 31 March 2002, *Legal Officer* at the United Nations Office of Legal Affairs, International Trade Law Branch, Vienna

12 June – 7 July 7 2000, *Member of the Italian Delegation* to the XXXIIIrd Session of the UN Commission on International Trade Law, New York

11 October – 22 October 1999, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, Vienna

23 August – 5 September 1999, *Visiting Professor of Law*, University of Georgia School of Law, Athens

5 October – 16 October 1998, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, Vienna

August 1998, *Visiting Professor of Law*, University of Georgia School of Law, Athens

10 March – 20 July 1998, *Visiting Professor of Law*, University Pompeu Fabra, Barcelona

2 – 13 March 1998, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, New York

15 August – 15 December 1997, *Visiting Professor of Law*, University of Missouri at Kansas City School of Law, Kansas City

7 July – 30 July 1997, *Visiting Professor of Law*, Augsburg University School of Law, Augsburg

1 – 7 April 1997, *Visiting Professor of Law*, Paris X Nanterre University School of Law, Paris

February 1997, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on Electronic Commerce, New York

January 1997, *Visiting Professor of Law*, Paris X Nanterre University School of Law, Paris

11 – 22 November 1996, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, Vienna

August – September 1996, *Visiting Professor of Law*, University of Georgia School of Law, Athens

7 July – 16 July 1996, *Member of the Italian Delegation* to the UN Commission on International Trade Law Working Group on International Contract Practices, New York

June – July 1996, *Visiting Professor*, Loyola Law School, Los Angeles

27 May – 3 June 1996, *Member of the Italian Delegation* to the XXIXth Session of the UN Commission on International Trade Law, New York

April 1996, *Visiting Professor*, Paris X Nanterre University School of Law, Paris

November 1995, *Member of the Italian Delegation* to the United Nations Commission on International Trade Law Working Group on International Contract Practices, Vienna

August – September 1995, *Visiting Professor of Law*, University of Georgia School of Law, Athens

February 1994 – April 1995, *Research Fellow of Civil Law*, Ferrara University School of Law, Ferrara

August 1992 – December 1994, *Visiting Professor of Comparative Law*, Golden Gate University, School of Law, San Francisco

November 1994, *Visiting Professor of Comparative Law*, University of Georgia, School of Law, Athens

May 1994, *Visiting Professor of Law*, The Hebrew University, School of Law, Jerusalem

December 1993, *Member* of the United Nations Commission on International Trade Law Expert Group on International Assignment in Receivables Financing

November 1991 – July 1993, *Assistant*, Augsburg University, Augsburg

February 1991 – February 1992, *Instructor of Italian Law and Language*, Munich University School of Law

March 1991 - February 1992, *Researcher*, Institute of International and Comparative Law, Munich University School of Law

Teaching Experience:

I have taught classes on Commercial Sales: International and Domestic, Comparative Law of Contracts, Comparative Law of Torts, Comparative Legal Systems, Comparative Private Law, Forum Shopping and International Commercial Law, International Arbitration and the CISG, International Business Transactions, International Civil Litigation, International Commercial Arbitration, International Commercial Sales, Private International Law, Transnational Civil

Litigation, and Uniform Law.

Awards:

Doctor honoris causa awarded on 23 May 2019 by the *National and Kapodistrian University of Athens*, Greece

2018 Certificate of Merit for High Technical Craftsmanship and Utility to Practicing Lawyers and Scholars awarded by the *American Society of International Law*

1999 Zweigert Scholarship granted by the *Max Planck Institute of Foreign Law and Private International Law*, Hamburg, Germany

Affiliations/Appointments:

Member of the ICSID Panel of Arbitrators (appointed by St. Lucia in 2015, and by the Federal Republic of Germany in 2019)

Appointment in June 2022 by the European Commission to its list of potential arbitrator for disputes between the European Union and third States

Member of the ICDR Panel of Arbitrators and Mediators

Member of the CIETAC Panel of Arbitrators

Member of the SIAC Panel of Arbitrators

President, Arbitrator Committee, Thailand Arbitration Center (2016-2022)

Titular Member of the International Academy of Comparative Law

General Editor (2017-2020) of the peer reviewed EUROPEAN INTERNATIONAL ARBITRATION REVIEW

Member of the Advisory Board of the German peer reviewed ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT

Member of the Editorial Board of the Belgian peer reviewed EUROPEAN REVIEW OF PRIVATE LAW

Member of the Editorial Board of the German peer reviewed law journal INTERNATIONALES HANDESLRECHT

Member of the Board of Advisors of the Spanish peer reviewed journal ARBITRAJE. REVISTA DE ARBITRAJE COMERCIAL Y DE INVERSIONES

Member of the Board of Advisors of the Italian peer reviewed journal CONTRATTO E IMPRESA

Co-Editor of the monograph series EUROPÄISCHES PRIVATRECHT

Co-Editor of ELGAR MONOGRAPHS IN PRIVATE INTERNATIONAL LAW

List of publications

Articles in chronological order (divided by language)

English

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THE INTERNATIONAL COMMERCIAL ARBITRATION CONTEXT edited by F. Ferrari, Munich, 2013, p. 1-22 = FESTSCHRIFT ULRICH MAGNUS edited by W. Wurmnest and P. Mankowski, 2014, p. 385-402

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PIL and CISG: Friends of Foes?, in SALES CONTRACTS UNDER THE NEW TURKISH CODE OF OBLIGATIONS AND THE CISG edited by S. Sipka and A.C. Yildirim, Istanbul, 2012, p. 43-116

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Factoring, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 667-671

Leasing, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1045-1049

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Uncitral, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1705-1708

Uniform Law, in THE MAX PLANCK ENCYCLOPEDIA OF EUROPEAN PRIVATE LAW edited by J. Basedow et al., Oxford, 2012, p. 1732-1735

Getting to the law applicable to the merits in international arbitration and the consequences for getting it wrong, in CONFLICT OF LAWS IN INTERNATIONAL ARBITRATION edited by F. Ferrari and S. Kröll, Munich, 2010, p. 257-323 (with L. Silberman) = REVISTA BRASILEIRA DE ARBITRAGEM, 2010, 73-121

Informing Consumers About Themselves, ERASMUS LAW REVIEW, 2010, 93-119 (with O. Bar-Gill)

Consumer Protection in International Private Perspectives. European Union, in CONSUMER PROTECTION IN INTERNATIONAL PRIVATE PERSPECTIVES edited by D. P. Fernandez Arroyo, Asuncion, 2010, p. 581-609 (with F. Ragno)

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Offer and Acceptance Inter Absentes, in ELGAR ENCYCLOPEDIA OF COMPARATIVE LAW edited by J. Smits, Cheltenham/Northampton, 2006, p. 497-516

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Fundamental Breach of Contract under the UN Sales Convention: 25 Years of Article 25 CISG, in LIBER MEMORIALIS PETAR SARCEVIC. UNIVERSALISM, TRADITION AND THE INDIVIDUAL edited by J. Erauw et al., Munich, 2006, p. 439-456 = *Fundamental Breach of Contract under the UN Sales Convention - 25 Years Article 25 CISG*, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2005, 389-400

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International Sales Law and the Inevitability of Forum Shopping, 23 THE JOURNAL OF LAW AND COMMERCE, 2004, 169-192 = *International Sales Law and the Inevitability of Forum Shopping*, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2004, 1-22

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Trade Usage and Practices Established Between the Parties under the CISG, REVUE DE DROIT DES AFFAIRES INTERNATIONALES. 2003, 571-580

Gap-Filling and Interpretation of the CISG: Overview of International Case Law, REVUE DE DROIT DES AFFAIRES INTERNATIONALES, 2003, 221-239 = *Gap-filling and Interpretation of the CISG: Overview of International Case Law*, VINDOBONA JOURNAL OF INTERNATIONAL COMMERCIAL LAW AND ARBITRATION, 2003, 63-92

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