There is now little doubt that, in spite of resistance in some quarters, a transnational rule has been established according to which an agreement reached by means of corruption of one of the signatories, be it a government agency (in a public law context) or an employee of a party (in a private law context), is void, or, at the very least, may not give rise to an award based on such contract.

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29 On the question of whether corruption renders the subject matter non-arbitrable or whether, as is generally accepted today, arbitrators must retain jurisdiction and declare the agreement void, see B. GOLDMAN, "Convention d'arbitrage. Arbitrabilité", Jr. Cl. Dr. Int. (1989) Fasc. 586-3, no. 86; But see G. WETTER, "Issues of Corruption Before International Arbitral Tribunals: The Authentic Text and True Meaning of Judge Lagergren's Award in ICC Case no. 1110", 10 Arbitration International (1994) p. 277.

Referring Principles:

- IV.7.2 - Invalidity of contract due to bribery