



Jorge I. González Carvajal, Esq.

Venezuela



Primary Areas of Expertise

Commercial Contracts
Joint Ventures
Lease Agreements
Charter Party Agreements
EPC Contracts
Oil & Gas

Professional Summary

Civil law qualified lawyer with over 19 years of experience in arbitration, litigation, and dispute resolution.

Currently at González Carvajal Abogados, provides services in the avoidance and resolution of conflicts in legal, non-contractual, and contractual matters, focused on arbitration and litigation, both national and/or international or transnational, as well as other alternative dispute resolution mechanisms.

Experience as an arbitrator, judicial clerk, litigator, and law professor offers a complete perspective of the issues and their best solutions.

Current Employer-Title

González Carvajal Abogados - Independent Arbitrator/Attorney, Sole Practitioner
Universidad Católica Andrés Bello - Adjunct Professor

Profession

Arbitrator, Attorney

Work History

Principal, Sole Practitioner, Gonzalez Carvajal Abogados, 2014 - Present; Lawyer, Clyde & Co Caracas, 2009-2014; Judicial Clerk/ Legal Clerk, Sixth First Instance Civil and Commercial Court - Caracas, 2005-2009.

International Experience

Participated in high-value international arbitrations involving the oil and gas industry and construction industry in Latin America and the Caribbean.

Participated in high-value transnational judicial proceedings in oil and gas, construction, insurance, liability-damages, admiralty/maritime, civil and commercial, and agrarian matters.

Participated in Arbitration Moots, as arbitrator in the National Moot of Arbitration of the Arbitration Center of the Caracas Chamber 2019, the FDI Moot Shenzhen 2021, FDI Moot Shenzhen 2022, and FDI Moot 2021, Cross Examination Moot 2021, Willem C. Vis International Commercial Arbitration Moot 2021, FDI Moot

Jorge I. González Carvajal, Esq.

Neutral ID : 5786367

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

2023. As coach led the winning team in the National Moot of Arbitration of the Arbitration Center of the Caracas Chamber 2020.
International Commercial Arbitration Law and Practice: A Deep Dive for American Litigators and In-House Counsel, AAA/ICDR, 18-19 January 2024.
AAA/ICDR International Arbitration & Mediation Conference. Innovation and International Arbitration, 19 October 2023.
Course of Investment Arbitration, April-May 2023, Arbanza School of Arbitration.
Course UNCITRAL International Commercial Arbitration, 3 April 2023, United Nations – UNCITRAL.
ICDR International Symposia in Advanced Case Management Issues, AAA/ICDR, 14-15 December 2022.
AAA How Decision-Making Science Can Make You a Better Arbitrator, AAA, December 2022.
Energy Arbitration Preliminary Training and Competition (Pretrac) 2021, African Arbitration Forum (AEA), the Lagos Chamber of Commerce International Arbitration Center (LACIAC), 16, 17 and 20 September 2021.
Trainee in the Course Introduction to United Nations Commission on International Trade Law, 19 October 2021, United Nations – UNCITRAL.

Experience

Founded own boutique arbitration and litigation practice in 2014. Extensive experience in handling complex arbitration and litigation covers a range of disputes, including those concerning contractual issues of sales of goods, joint ventures, and construction/engineering projects in both the energy and construction industry, charter party agreements, leases, and agreements to operate refineries, investment in the oil and gas industry and shareholder agreements.

Represented and/or advised parties in over 250 controversies and/or judicial proceedings of diverse nature, complexity, and value, in their prevention and/or resolution in areas of Oil and Gas, Maritime Law, Insurance Law, Civil and Commercial Law, Administrative Law, Tax Law, Agrarian Law.

Taught courses for 11 years as Professor of Contract Law at the Universidad Católica Andrés Bello, Caracas; Commercial Arbitration and Procedural Law at the Universidad Central de Venezuela; Commercial Arbitration and Legal Reasoning at Universidad Monteávila, Caracas; Mediation and Arbitration at the Escuela de Especialización Judicial in Villahermosa, Tabasco, Mexico.

Between 2006 and 2009, as Judicial Clerk of the Sixth Civil and Commercial Court Judge of Caracas, collaborated in the drafting of almost 400 draft judgments in civil and commercial matters, among them emblematic decisions published in arbitration matters, e.g., Tanning Research Laboratories In. v. Hawaiian Tropic de Venezuela C.A., issued on August 2, 2006, and commented on specialized publications such as Yearbook of Commercial Arbitration, 2008, Vol. 33, 2008, pp. 1228-39, or another important judgment such as the one handed down in the Traher and Hotel Waldorf v. Man Leung Leung, issued on April 2, 2008.

Jorge I. González Carvajal, Esq.
Neutral ID : 5786367

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

A recognized expert in comparative procedural law, contract law, liability, and legal reasoning.

Alternative Dispute Resolution Experience

Has served as an arbitrator in diverse subjects and industries, in large and complex international and domestic sales of shares, promissory notes, loans, joint ventures, and lease arbitration panels, as well as service as a sole arbitrator, including emergency arbitrator.

Sole Arbitrator, in arbitration for payment of amounts of money derived from damages for breach of contract for purchase and sale of a property (2022). Amount USD 2,500,000.

Presiding arbitrator in international arbitration for the payment of amounts of money derived from promissory notes. (2022). Amount: USD 60,000.

Presiding arbitrator in domestic arbitration for the payment of amounts of money derived from a settlement agreement (2022). Amount: USD 500,000.

International emergency arbitrator in request for seizure, freezing of assets, and other precautionary measures, for the breach of a contract for the sale of shares entered between two Panamanian companies (2021). Amount in dispute USD 2,000,000.

Emergency arbitrator in an arbitration claim for a precautionary measure to protect leased property (2019).

Sole Arbitrator in a commercial arbitration for breach of a joint venture agreement, which ended with a settlement agreement recorded in a consent award (2019).

Wing arbitrator in commercial arbitration followed against a major freight vehicle manufacturer defendant in its capacity as lessee. The panel of arbitrators was made up of three arbitrators; it was resolved by final award (2016).

Sole arbitrator in a complex commercial arbitration, derived from a conflict over the transfer/ownership of shares in one of the most important social clubs in Caracas, was resolved by a final award (2013).

Counsel to the Respondent in an arbitration claim, seated in Paris, regarding an EPC contract for the construction and operation of a gas compressor plant between a State-Owned company and a Brazilian company (2023). Amount in dispute USD 551,000,000.

Legal Expert witness in international commercial arbitration, seated in London, on the interpretation of two dispute resolution agreements regarding a charter-party contractual relationship, on the one hand, an arbitration agreement and on the other a choice of forum agreement and which of them should prevail when the

Jorge I. González Carvajal, Esq.
Neutral ID : 5786367

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

subsequent agreement it was agreed in settlement agreement concluded between the parties (2021). Amount in dispute USD680,000.

Counsel to the Claimant in an arbitration claim, seated in New York, regarding a refinery lease contract and the joint venture agreement with the Government of the State where the refinery operates/operated, for contractual liability derived from the breach of contract and damages. A multi-million-dollar emergency injunction was successfully obtained (2021). Amount in dispute, over one and a half billion USD.

Advisor to the Claimant in an institutional arbitration claim, seated in Panama, for damages derived from a joint venture, attempted by a State-Owned company against another State-Owned company and a State, for compensation for investments/expropriation and illegal action. Amount in dispute plus USD215,000,000. (2021).

Advisor to the Claimant in an ad-hoc arbitration claim, seated in Paris, for damages derived from a drilling contract for a drilling vessel, attempted by a State-Owned company against an individual, for contractual liability derived from the breach of contract and damages (2021).

Advisor to the Claimant in a potential arbitration claim derived from investments made in a Country through the creation and operation of joint ventures (2021).

Technology Proficiency

Familiarity with online platforms like Zoom, Microsoft Teams, LoopUp, GoToMeeting, GoToWebinar, WebexMeet and GoogleMeet.

Willingness to conduct hearings/conferences using those platforms.

Education

National University of Rosario, Argentina (PhD Law, Summa Cum Laude-2020); National University of Rosario, Argentina (MA, Procedural Law-2015); Andrés Bello Catholic University – Caracas (Specialist in Procedural Law-2010); Andrés Bello Catholic University - Caracas (JD-2005).

Professional Licenses

Admitted to the Bar: Caracas (2005), Mexico (2023); Venezuelan Supreme Court (2010).

Professional Associations

Caracas Bas Association; Venezuelan Arbitration Association; International Chamber of Commerce Institute of World Business Law, Member; Asian Academy of International Law, Member; Mexican Academy of Law JV, Member; Venezuelan Chapter of Energy Related Arbitration Practitioners, Founder; Lagos Chamber of Commerce International Arbitration Center; BVI Arbitration Group, Member; Institute for Transnational Arbitration, Young ITA Member; ICDR Young & International (Y&I) Group; Pan-American Institute of Procedural Law, Ordinary Member.

Recent Publications &

Recent Publications

Jorge I. González Carvajal, Esq.
Neutral ID : 5786367

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

Speaking Engagements

- "La conducta procesal de las partes", J.M Bosch Editor, Barcelona-Spain, 2021, ISBN 978-84- 124357-4-0.
- "The Kompetenz-Kompetenz under Venezuelan Law: An overview", in ICC Institute Newsletter – Issue 19, 2022, International Chamber of Commerce.
- "Artículo 9. Lugar del arbitraje" in Comentarios a la Ley de Arbitraje Comercial venezolana, v. I, CIERC – Universidad Montéavila, Caracas, 2022, pp. 593 ss.
- "Artículo 25. Kompetenz-Kompetenz" in Comentarios a la Ley de Arbitraje Comercial venezolana, v. II, CIERC – Universidad Montéavila, Caracas, 2022, pp. 965 ss.
- "Artículo 26. Medidas cautelares" in Comentarios a la Ley de Arbitraje Comercial venezolana, v. II, CIERC – Universidad Montéavila, Caracas, 2022, pp. 1025 ss.
- "Artículo 28. Colaboración de los tribunales ordinarios" in Comentarios a la Ley de Arbitraje Comercial venezolana, v. II, CIERC – Universidad Montéavila, Caracas, 2022, pp. 1097 ss.
- "Breach of the arbitration agreement under Venezuelan Law: An overview", in ICC Institute Newsletter – Issue 17, 2021, International Chamber of Commerce.
- "Responsabilidad derivada del incumplimiento del acuerdo arbitral", Revista de Medios Alternativos de Resolución de Conflictos (MARC), Magazine of Arbitration Committee of Venezuelan-American Chamber of Commerce and Industry (VenAmCham), 2 ed. 2020. pp. 31 ss.
- "Acuerdo de arbitraje y responsabilidad civil", Revista Italo-Española de Derecho Procesal, Marcial Pons, II-2019, ISSN 2605-5244.
- "Panorama sobre responsabilidad derivada del incumplimiento del acuerdo de arbitraje", Revista de la Facultad de Derecho, N° 73, Universidad Católica Andrés Bello, Caracas, 2019, pp. 246 ss. ISSN 0255-5328.
- "El abuso procesal", Revista Venezolana de Legislación y Jurisprudencia, N° 10, Caracas, 2018, pp. 505 ss. ISSN 2343-5925.
- "L'onere della prova nell'abuso del processo: prospettive comparatistiche", in Dialogo tra corti e nuove frontiere della responsabilità. Atti dei II Convegno dei Colloquia dei Studi della Scuola di Giurisprudenza, coord. G. Gioia, M. Bianchini and A. Calegari, Padova, 2017. ISBN 978-8813-358396.
- "Notas dispersas sobre la buena fe en el Derecho venezolano, casos paradigmáticos y "nuevas" dimensiones", in Derecho y Sociedad. Revista de la Facultad de Ciencias Jurídicas y Políticas de la Universidad Monteávila, n° 12, november 2016, Caracas, 2016. ISSN 1317-2778.

Speaking Engagements

- "Tácticas de guerrilla y cómo combatirlas", IX Congreso Venezolano de Arbitraje, Asociación Venezolana de Arbitraje, 27 de junio 2023.
- "Workshop: Fundamentos Teóricos y Prácticos del Arbitraje", Centro de Especialización Judicial del Tribunal Superior de Justicia del Estado de Tabasco, Villahermosa, Tabasco, México, 23 and 24 August 2022.
- "Energías limpias y renovables: arbitraje, retos y oportunidades", Centro de Arbitraje de la Cámara de Caracas – Energy Related Arbitrator Practitioners (Enerap-Ven), Caracas, 20 de octubre de 2022.

Jorge I. González Carvajal, Esq.
Neutral ID : 5786367

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.

- "Arbitration, digital era, and access to justice: meaning(s) of access to justice in arbitration and what are the standards to obtain it", Webinar VIII Congreso Venezolano de Arbitraje, Asociación Venezolana de Arbitraje, 18 July 2022.
- "Buena fe contractual: perspectiva comparada y usos en tiempo de pandemia y post-pandemia", Universitas, 11 October 2021.
- "El contrato de fianza: fianza de anticipo y de fiel cumplimiento", Webinar Temas de Derecho de Garantías, Facultad de Derecho, Universidad Católica Andrés Bello and Academia de Ciencias Políticas y Sociales, 23 July 2020.
- "Efectos de la corrupción en el arbitraje", Webinar VI Congreso de Arbitraje de la Asociación Venezolana de Arbitraje, 20 and 21 July 2020, Asociación Venezolana de Arbitraje.

Locations Where Parties Will Not be Charged for Travel Expenses Venezuela and Mexico. For other locations, travel is billed out of Venezuela or Mexico, whichever is less expensive for the parties.

Citizenship Venezuela
Languages English; Italian; Spanish

Compensation

Hearing:	\$350.00/Hr
Study:	\$350.00/Hr
Cancellation Period:	0 Days
Comment:	US Dollars. Will bill for expenses. Does not bill for travel for arbitrations seated in Venezuela or Mexico. For cases seated elsewhere, only bills for travel out of Venezuela or Mexico, whichever results in lower costs to the parties. No cancellation fees.

Jorge I. González Carvajal, Esq.
 Neutral ID : 5786367

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual arbitrator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

Arbitrators on the AAA Roster are not employees or agents of the AAA.