



AAA Mediation.org™

Lucienne Carasso Bulow

New York, New York

Primary Areas of Expertise

Maritime

Current Employer-Title

Independent Maritime and International Commercial Arbitrator and Mediator
Interactive Dispute Resolution Services, LLC – Managing Owner

Professional Summary

After obtaining a Ph.D. in French Medieval Literature from Yale University and teaching on the college level for two years, transitioned to the world of international commerce.

In 1979, became the first woman maritime arbitrator in the world, handling disputes and arbitrations both in London and in New York on behalf of my employers, Bunge Corporation and Continental Grain Company. Opponents tended to be partners of the most prestigious maritime law firms.

Securities arbitrator as well. Have been a full time independent ADR neutral since 2000, having arbitrated and mediated numerous cases of different types including multi-party cases.

Profession

International Commercial Arbitrator and Mediator specializing in Maritime and in the trading, sales and purchase of Dry, Liquid, Gaseous Commodities.

Work History

Arbitrator, Mediator, Neutral Evaluator and Claims Consultant, Interactive Dispute Resolution Services, LLC, 2000 - Present; Vice President - Arbitration, Continental Grain Company, 1981 - 2000; Manager-Maritime Claims, Bunge Corporation, 1973 - 1981; Instructor, Stern College for Women, 1971 - 1973.

Commissioner of Pilots of the State of New York, 2000 to present

Experience

Full time independent ADR neutral since 2000. Appointed as arbitrator in more than 525 international and domestic commercial cases of varying sizes and complexity covering a broad spectrum of issues including: international commercial cases under maritime contracts of all types and under sales contracts of commodities of dry, liquid and gaseous products, trading, telecommunications, construction, securities, employment. Served as mediator in several cases involving international parties.

The 160 cases, which proceeded to hearings and/or an award, included cases involving transportation, chartering, time charter vessel operations, demurrage/dispatch, disputes under time and voyage charter parties, service contracts, contracts of affreightment, bills of lading, cargo shortage/damage claims concerning all sorts of cargoes such as petrochemicals, crude oil, bunkers, gas, grain, coal, sulfur, fertilizers, metals, scrap, aluminum, LPG, LNG, dangerous products in bulk, containers, etc. A great number of those cases arose under sales contracts involving the sale and purchase of a great variety of products, their characteristics and storage, and post loading disputes. Sat as arbitrator in cases involving oil and grain trading disputes, in physical or in futures, trading, marine insurance, service liner agreements, intermodal supply contracts, terminal tariffs, tolling agreements for the storage of commodities, ship construction, sale, leasing and repair of vessels, salvage of recreational vessels, recreational yacht policies, supply vessels for oil drilling rigs, large infrastructure projects, hydraulic project construction, employment, personal injury on cruise vessels, securities,

Also served as arbitrator in cases relating to agency and brokerage agreements, joint ventures, throughput agreements, transportation by tug and barge, rail or truck, container vessels and contamination of energy products, steel plants, refineries, grain elevators and container terminal operations, mining, undersea telecommunications cables, floating platforms, oil rigs, damage to port facilities, as well as in cases involving telecommunications, modems, wireless, satellite transponders, yacht construction, terminal construction.

Served as party representative in over 750 arbitrations involving maritime and commodities disputes, marine insurance, cargo claims, disputes under grain, oilseeds and vegetable oil sales contracts, grain elevator tariffs before arbitrators in New York, London and Paris. Cases included disputes regarding chartering, time charter operations, speed and consumption, demurrage, post loading operations, laytime, navigation, dangerous cargoes under charter parties and commodities disputes under FOB NAEGA sales contracts, and C&F contracts under GAFTA and FOSFA contracts. Dealt with disputes relating to intermodal transportation by train, tugs and barges. Presented cases before LMAA (London Maritime Arbitrators Association), GAFTA (Grain and Feed Trade Association) and FOSFA (Federation of Oils Seeds and Fats Association) arbitrators in London and before SMA (Society of Maritime Arbitrators), NAEGA (North American Export Grain Association) and AAA arbitrators in New York.

As one of six Commissioners of Pilots on the Board of Commissioners of Pilots of the State of New York, grant or renew licenses of Sandy Hook, Hudson River and Block Island/Long Island ship pilots and apprentices, act as hearing officer in cases involving navigational issues and review drawn navigational charts.

Mediator Experience

Mediated cases involving laytime, demurrage and detention of vessels and of various types of cargoes whether liquid or dry bulk. Cases of insurance coverage, cargo damage and shortage, the construction of a sales contract, a dispute with respect to a special clause in a contract, a claim lodged by a Swiss trading company under a long-term contract for the supply of Iron Ore Concentrate from an American mine which had closed and was going bankrupt, a case involving demurrage and detention on stranded containers in China, delayed delivery of containers affecting car manufacturing plant.

Representative Issues Handled as a Mediator

Mediations have involved demurrage and detention of vessels and oil cargoes, cargo damage and shortage, the construction of a sales contract, the dispute with respect to a special clause in a contract, the closing and bankruptcy of an American Iron Ore Concentrate mine under a long-term supply contract to a Swiss metal trading company, demurrage and detention of containers in China. Another mediation concerned the temporary closing of a manufacturing plant because of supply chain delays on several container vessels. The issue of damages was one on which I had to weight in.

Mediator Style & Process Preferences

I believe in helping the parties reach a satisfactory agreement by understanding their true position and trying to bring them together to their utmost resistance point. I usually schedule a conference call with the parties ahead of the mediation. I also insist on getting a submission from each party outlining the party's position and amounts in question so that I may evaluate the situation. At the mediation, when conducting conferences with each party (whether there are more than two), I would try to move them towards the middle point with which, in my judgment, they should be able to live. I would work with each of the parties to let them vent so I truly understand their resistance point. I also believe in trying to understand any emotional aspect in their position and try to find some creative solution to help them reach a just result on the basis of the type of business they are in, perhaps with a view to future business. If there are more than two parties, I would try to engineer a creative settlement. I would paint the consequence of their not settling then and there and convince them that it would be reasonable to settle instead of leaving without a settlement. But if all else fails, I am not unwilling to help them see the light by giving them my opinion, if I am asked to do so, and to hammer out a settlement agreement between them.

I would, of course, insist at the outset that a person with authority to settle attend the mediation and would tell them that I expect that they should honestly wish to settle the case. Sometimes, one party is obdurate and simply does not want to settle.

I would continue to try to help the parties reach a settlement even after the mediation session.

Technology Proficiency

Familiar with Zoom and have conducted as host a successful mediation with parties in Europe and in

several U.S. States.

Education

Certificate in Advanced Mediation and Advocacy Skills for Global Commerce 2021; Diploma in International Arbitration - Chartered Institute of Arbitrators (CI Arb- 2016); Yale University (PhD, French-1974; MPh, French, Italian-1971); Hunter College (BA cum laude-1967).
Scuola Svizzera di Genova, 1961-1962.
Lycee Al Horreya, Alexandria, Egypt - Secondary Diploma (Exdadijah), 1961.

Professional Licenses

Diploma in International Arbitration - Chartered Institute of Arbitrators (CI Arb) - 2016

Professional Associations

Society of Maritime Arbitrators (SMA) (Past President; Chair of Rules Committee; Current Board of Directors member). The International Commodity and Shipping Arbitration Service (ICSAS), London (Panel of Arbitrators); The London Maritime Arbitrators Association (LMAA); Singapore Chamber of Maritime Arbitration (SCMA); The Financial Industry Regulatory Authority (FINRA) Panel of Neutrals. On the Energy Arbitrators List of ICDR (EAL); European Court of Arbitration (Cour Europeenne d'Arbitrage), Panel of International ICDR Mediators.

Recent Publications & Speaking Engagements

"Adverse Inference in New York Maritime Arbitration" - Papers of XXth International Congress of Maritime Arbitrators, Copenhagen, 2017
"Consolidation in New York Maritime Arbitration" - Papers of XIIth International Congress of Maritime Arbitrators, Hamburg, 2009
"A User's Experience of London and New York Arbitration," European Transport Law Journal, Vol. XXXIII, No. 3, 1998
"Charter Party Consequences of Maritime Security Initiatives: Potential Disputes and Responsive Clauses" - Journal of Maritime Law and Commerce, Vol. 37, no.1, January 2006
"Dangerous Cargoes: The Responsibilities and Liabilities of the Various Parties," Lloyd's Maritime and Commercial Law Quarterly, August 1989
"Consequential Damages and the Duty of Mitigate in New York Maritime Arbitrators," Lloyd's Maritime and Commercial Law Quarterly, November 1984
"Speed and Consumption Claims from the Viewpoint of Disputants" - Papers of Vth International Congress of Maritime Arbitrators, 1981

Locations Where Parties Will Not be Charged for Travel Expenses

Without travel cost within New York City (Manhattan)

Mediation Rate

\$4,000 Per Day

Languages

Spanish, English, French, Italian

Citizenship

Spain, United States of America

Locale

New York, NY

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

The information contained in this resume has been supplied solely by the individual mediator 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 a mediator's resume. If you have any questions about a mediator's experience or background, you are encouraged to contact your case manager.

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