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The First International Competition for Online Dispute Resolution: Is this Big, Different and New?

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The First International Competition for Online Dispute Resolution: Is this Big, Different and New?

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I. INTRODUCTION

As the Internet has grown, and particularly since 1999, a number of Websites (currently estimated at around sixty) provide for some type of online dispute resolution (negotiation, mediation or arbitration services) and conflict management services. These services fall into the general categories of complaint handling, negotiation, mediation, and arbitration. Several professors have been intrigued by this new use of technology in dispute resolution. Either in stand-alone Alternative Dispute Resolution and Technology courses or as part of a survey of Dispute Resolution courses, over the past year the professors have attempted to introduce students to these technologies. These professors have concluded that exposure to these technologies will permit students to be better prepared as lawyers to provide dispute resolution services, whether in representing clients or acting as neutrals.

Building on this insight, in the fall of 2001 an informal group[1] formed to move past the individual efforts at several universities. Recognizing the role of moot courts and mock cases in legal education, this group thought it might be of interest to attempt to have a moot court or mock case competition online. The major benefit would be that such a competition would help students interested in this area enhance their understanding.

This International Competition for Online Dispute Resolution (ICODR) came to pass in February 2002. This article describes the competition with individual presentations from the perspectives of a problem drafter, a coach, a participant, the evaluators, and an organizer. In the conclusion, I present some observations on why this is big, different and new.

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[1] The group consisted of: Benjamin G. Davis; Alan Gaitenby, Assistant Director, Center for Information Technology and Dispute Resolution, University of Massachusetts; Ayesha Hassan, Senior Policy Manager, E-Business, IT and Telecoms, International Chamber of Commerce; Ethan Katsh, Professor and Director, Center for Information Technology and Dispute Resolution, University of Massachusetts; David Larson, Professor of Law and Senior Fellow Dispute Resolution Institute, Hamline School of Law; Franklin G. Snyder, Associate Professor of Law, Texas Wesleyan University.

The organizing group settled on having an online negotiation competition as the simplest form of ADR to organize. The competition was to take place in two rounds of twenty-four hours each starting at 0.00 hours GMT Monday and Wednesday, respectively, of ADR Cyberweek 2002[2] of the Center for Information Technology and Dispute Resolution of the University of Massachusetts (February 25 to March 1, 2002).

Texas Wesleyan University School of Law agreed to sponsor this prototype and professors at law schools around the world were contacted. Ultimately, ten schools from Australia, Canada, France, New Zealand, the United Kingdom, and the United States[3] fielded teams. All a team needed to participate was a computer, an Internet browser, and the approval of a faculty member. The Center for Information Technology and Dispute Resolution selected a distinguished group of evaluators.[4]

The round one problem was the Echo/TexStar case, especially written for the competition by Associate Professor of Law, Franklin G. Snyder: Echo had delivered 301A circuit boards to Texstar. There had been some problems with those boards and the two parties have agreed to attempt to resolve their differences by online negotiation. The round two problem was the TownCenter case, purchased from the Harvard Program on Negotiation: Mr. Smith and Mr. Anderson negotiating the potential sale of an Internet domain name.

Draft specifications were developed by the organizers and online dispute resolution service providers were contacted. We determined that onlineresolution.com had the best fit with the needs of the competition and that platform was selected for the prototype.

Sitting at their computers around the world, the teams competed on the scheduled dates. Each round's results were posted on the ADR Cyberweek 2002 Website and a comment Webboard was provided.[5]

II. A Problem Drafter's Perspective[6]

One of the first requirements of an international online dispute resolution competition is that it be a *competition*. While ICODR is a new venture, student law school competitions are as old as the idea of law schools themselves, and over the years they have developed some conventions. It is given in these situations that students will go head-to-head against representatives from other schools, and that they will be

[2] *Available at* <www.ombuds.org/Cyberweek2002> (last viewed on March 22, 2002).

[3] The teams were from: Arizona State University, USA; Hamline School of Law, USA (two teams); Ohio State University, USA; Southern Methodist University, USA; Texas Wesleyan University, USA (two teams); Victoria University of Wellington, New Zealand; University of London, UK; University of Ottawa, Canada; University of Paris—1, France, and the University of Queensland, Australia.

[4] Tony Belak, Kelvin Chin, Llew Gibbons, Karin Helmlinger, Anne Larkin, Cara Cherry Lisco, Myra Orlen, Alice Sullivan, and Sharon Sutherland.

[5] The negotiations are *available at* <www.ombuds.org/Cyberweek2002> or may be viewed directly at <http://eroom.onlineresolution.com>, Username: ICODR, password: ICODR.

[6] Franklin G Snyder.

competitively evaluated on how they perform. The idea of a competition is that there are winners, and (unlike a children's soccer team) not everyone can be a winner. Students—particularly law students—may enjoy a learning exercise in which there is nothing much at stake, but nothing gets the adrenaline pumping and focuses the attention like a contest.

To some extent, of course, a "negotiation competition" is an oxymoron. Good negotiators—at least in the business/transactional context—strive to arrive at solutions that are beneficial to both sides of the deal. The most favorable deal, after all, looks a lot less favorable if the other side later refuses to go through with it. The criteria (which Alan Gaitenby describes in Part V below) had to foster the cooperative nature of negotiations while simultaneously allowing evaluators to pick some of the teams as "winners" of the competition. To carry out that process, we needed problems that would allow us to use those criteria to fairly evaluate competitors.

In developing the kinds of problems we would use, I found that there were four issues to be dealt with. First, this was a competition for law students, and so the problems had to be the sort of issues that lawyers would tend to negotiate. That meant they had to have some basis in an underlying legal dispute, or to involve the resolution of some rights that were (to some degree at least) legally doubtful. In the problem drafted specifically for the competition (the Echo/TexStar dispute) we resolved this by using a dispute over the delivery of defective goods, a classic disputed warranty situation in which lawyers routinely become involved. The resolution of the problem did not require students to resolve (or even argue) the legal issues, but those issues provided the background and added substantial color to the negotiations.

Second, the problem had to be the kind that emphasized negotiation skills rather than other tools that lawyers can employ. As the problem involved negotiation, rather than arbitration, skill at legal analysis and the ability to sway a fact-finder were less important than the ability to creatively work out solutions that would make both parties happy. Good legal negotiation often does not result in *resolving* the legal dispute between the parties, but in making that legal dispute irrelevant. The Echo/TexStar problem was designed to provide a substantial amount of legal grist for those who wanted to analyze it, but it was also set up so that a business solution that would be in the interests of both parties was feasible.

Third, the problem had to be realistic. Students are routinely bombarded with aberrational cases and weird hypotheticals thrown at them by professors. However, students much prefer the kind of problem they expect to see in real life. Given that this was an international competition using private ADR, it had to be the sort of problem that would ordinarily be a logical candidate for this kind of procedure. That meant that the transaction had to be international, that it ought to involve businesses that were sophisticated about technology (the kinds of businesses most likely to opt for online ADR), and it had to involve a dollar amount large enough to quarrel over but small enough to make full-scale international litigation too expensive. We resolved this by

making the dispute between a U.S. manufacturer and a Singapore supplier, both of whom are in the computer/electronics business, and setting the disputed amount at US$60,000.

Fourth—and most important—it had to be a problem that would not favor teams from any particular country. An obvious problem with an international competition among law schools is that domestic legal regimes vary widely, and any dispute that used (for example) U.S. law as a basis for the problem would potentially put students from non-U.S. jurisdictions at a disadvantage. The problem is deeper than the mere difference in the legal rules, however, because the very way that lawyers analyze problems differ not only between cultures, but between countries that share the same general legal culture. In a competition that involved public international law—such as issues of national sovereignty or human rights—this might not be a substantial problem. However, online ADR is primarily used for the kind of private law transactions that ordinarily involve domestic law, and we believed our competition had to reflect that.

We resolved the problem by selecting the United Nations Convention on Contracts for the International Sale of Goods as the governing law of our transaction. The Convention has the dual advantages of international scope—thus not favoring students in any particular country—and a fairly mundane subject matter of the sort that lawyers in virtually every country work with every day. The Convention's rules are not identical to the contract law of any particular country, but the law students in every country can generally recognize it as a coherent body of law.

Others (particularly the coaches and participants) are better able than I to comment on how the problems worked in practice. As an observer who drafted one of the problems, I was particularly interested in the way the teams approached them. Some came at them like lawyers, seeking to argue the legal points and wring admissions out of the other side. Others managed to put their lawyer-as-cross-examiner hats in the closet and look for ways to meet the needs of both parties. To the extent that the problems—and the competition as a whole—sought to get students to think creatively and flexibly, it was a success.

III. A Coach's Perspective[7]

The preparation phase for any negotiation, up-close-and-personal or online, follows the same pattern—know your interests and your opponents', brainstorm many options to meet those interests, look for objective, relevant standards to use as a sword or a shield when interests conflict, and think about your own and your opponents' alternatives—how good or bad are they and how they may be improved before negotiating. My teams also prepared negotiation plans and were asked to picture the final agreement and draft an agenda of issues that agreement would resolve. They were encouraged to prepare a framework agreement with paragraphs for the ADR clause, a renegotiation clause, and the price, terms, and conditions, but to leave the specifics of

[7] Kay Elkins Elliott.

the terms and conditions blank and to work from that framework, sharing it with the other side in order to create an emotional commitment to settlement.

The major challenge was in not being able to prepare for the "people" part of the negotiation. What culture would the opponents represent? What gender would they be? What age? What time would it be when they were responding? If we could find out what time it was for them, would this help us learn where they were and formulate some ideas about the human beings behind the machine? How could we use the time difference to our advantage? What is the impact of silence? Would we be dealing with lively, charismatic contestants or reserved, analytical, and linear people? Can you smile online? Should you? Can you show disbelief or outrage at someone's demand to signal where the settlement range should be? Would our words seem too adversarial without the softening smile or conciliatory tone of voice?

As it happened, while I was preparing the online teams, I was also preparing two teams for an American Bar Association Representation in Mediation competition. One student was preparing for both competitions, while another online competitor had competed previously in a "traditional" negotiation competition sponsored by the American Bar Association.

Another challenge was not only to prepare the teams in the traditional ways mentioned above, but to find ways to capitalize on the medium—the cyberspace context—so this encounter would be effective in new ways that "live" negotiations cannot be. The time lapse between interactions can be advantageous—plenty of time to do strategic thinking and frame responses accurately and persuasively, with the proper conciliatory tone, since all communications are out there for scrutiny and contemplation. Using a completely visual and lasting medium powerfully challenges right-brained people. Why not create pictures, graphs, and charts, even cartoons, to drive home our ideas and offers? The computer gives another advantage: our actual body language, mood, and demeanor would not be seen, thus minimizing leaks. Could we compensate for our need to see the faces and hear the voices of our opponents?

For some negotiators, using a text driven, totally visual medium is a distinct advantage—impulsive, abrasive personalities can be rendered thoughtful and charming by using diplomatic, incisive language. In writing there is time to polish language, to frame and reframe thoughts before conveying them, and to use words that have clear meanings. Pictures can be painted with words—poets, novelists, and songwriters do it all the time. Great writers can make readers cry or incite them to action. In live negotiation, language is often not heard or reflected upon before a reply or a gesture is made. Online, this disadvantage disappears. Competitors who are extroverts have an opportunity to become better "listeners" and to respond more thoughtfully to the nuances of language—to read between the lines. Listening is still the most important key to effective communication.

Two answers to my concerns came from my team members. The winning team presented an agreed agenda of issues for discussion and ground rules for communication

that were used successfully and, surprisingly, they alone placed these in the document room. The other team made most responses in round one by one team member and in round two by the other member. This tactic revealed the preferred negotiation style of each person—cooperative or competitive. Both teams learned from these choices and improved their process awareness.

I am excited about the potential for the combination of technology and human interaction to improve the effectiveness of communication and negotiation. I look forward to the day when we can have a competition using both cyberspace and close encounters so that flesh and machines can enhance the negotiation process.

IV. A Participant's Perspective[8]

First of all, I would like to say that I am greatly appreciative to have had the opportunity to participate in the very first ICODR International Interscholastic Online Negotiation Competition. It really was an honor to compete with other teams from around the world, and then, to have been selected by the judges as the most effective team in the competition was beyond belief. I am still trying to grasp the concept that Team A2 from Texas Wesleyan University School of Law won and that we were considered the best negotiators from among the ten universities (twelve teams in total) that were represented at the competition. A high standard has been set by all of the participants, judges and organizers, thus placing a heavy burden on Texas Wesleyan University to maintain a leading role in this "new realm" of online negotiation. In this Part, I will discuss my view of the competition as a participant, my ideas and suggestions for future online competitions and conclude with some personal comments.

When I learned that I was to be a part of this groundbreaking endeavor, I felt intimidated by the technology that was to be employed to accomplish this task. I was experienced in negotiation competitions, but not experienced in computer Internet online negotiations. My level of expertise with computers is minimal to moderate, so I felt that I was starting out at a disadvantage. However, after gaining access to the ICODR Website, navigating to the Eroom, entering the joint meeting area and posting a test, I felt more at ease with the technology. Also, fortunately for me, my teammate, Corby Bell, is a computer programmer who is very comfortable with using computers. This helped to dispel my concerns because I knew Corby would be better able to handle any computer glitches that might occur during the competition and because he is very proficient at the keyboard. Now equipped with the knowledge that we could handle the technology, I started to prepare a negotiation plan.

Our strategy was simple: set an agenda and adhere to it throughout the entire negotiation. The basic format of our agenda was: (1) greetings and introductions; (2) ground rules for use of the technology; (3) discuss confidentiality; (4) establish

[8] Peter B. Manzo.

authority to negotiate a settlement; (5) explore both parties' interests; (6) develop a mutually beneficial agreement through principled negotiation; (7) summarize the points of agreement; (8) brainstorm to dovetail points of agreement in order to increase satisfaction; (9) determine who will write the agreement; and (10) set-up a date and time for the next meeting. This was to provide structure to the negotiation and allow for a smoother flow to the process, in hopes that neither team would become side-tracked. Also, by using the agenda, our team was able to get the opposing side to agree with us on several points prior to starting the actual negotiation of the dispute—such as adopting our agenda for the negotiation, accepting our ground rules for use of the Eroom, and agreeing to keep the negotiation discussions confidential.

It was interesting to notice, and a compliment to our agenda, that the team we competed against in the first round used our basic agenda and topic structure format during their second round. Our negotiation topic structure followed our agenda. No other teams posted agendas in the document area of their Eroom. We decided to abandon our topic structure in the second round because the program would list the topics alphabetically instead of chronologically. We felt the alphabetical listing would create confusion for the judges, observers, and other participants trying to follow our negotiation because if someone were to click on the first topic in our joint meeting area, they would find themselves in the middle of our discussion instead of at the beginning. Therefore, we felt it best to remain in the same topic during the entire second round for ease of reading, even though we felt that changing topics was a nice transition to the different phases of the negotiation and to let the other team know where we had progressed to in the agenda.

I had previously participated in an American Bar Association/Law School Division (ABA/LSD) Negotiation Competition and I believe that the online competition had more of a "real feel" to it because it gave more time for the negotiation process to blossom. In an ABA/LSD competition, the participants have fifty minutes to negotiate the assigned problem whereas the competitors in the online competition were given a twenty-four hour period to negotiate. Of course, I realize that one of the major reasons for the longer period of time was to accommodate the different time zones of the competitors. However, I feel the increased time allowed for more thought and creativity to be expressed in the negotiation. Each team was able to discuss between themselves how to proceed when confronted with obstacles, thus allowing them to give a measured response to questions asked or proposals submitted. This to me seemed more realistic and more in line with what I might encounter in an authentic dispute.

Also, I was greatly appreciative of the fact that all of the judges were highly qualified and work in the ADR field. This I felt lent great credibility to the judges themselves and to the judging process. As a participant, I was confident in their ability to judge the negotiation accurately and fairly. In an ABA/LSD competition, the judges are volunteer faculty, lawyers and judges that may or may not have any experience in ADR.

My suggestions for future online negotiation competitions would be to allow the participants prior to the start of the competition to set up "appointment" times with the opposing team so that one team will not be waiting online for several hours waiting for the other team to respond. This would help to accommodate different schedules and time zones and allow for a more amicable atmosphere. Also, I would limit participant access to the other teams' Erooms during the competition by not giving the access codes until after the round is finished. This is to prevent a later starting team from gaining an advantage by having access to the confidential information divulged in other prior negotiations. Overall, considering that this was the first international online competition, the developers, organizers and sponsors of this event were fantastic in implementing the competition.

To conclude, I thoroughly enjoyed my experience in the first international interscholastic online negotiation competition. I believe that the online negotiation process is viable and can work effectively, saving time and money for all parties involved. I predict that it is a technology that will increase in its use as ADR professionals become more familiar and comfortable with its application. Rules for use of the technology are necessary to promote effective communication and prevent miscommunication of the disputants. A person can still get a "feel" for the individual that they are communicating with online by the way they negotiate and choice of words selected to communicate their positions and interests, even though they are not face-to-face. Also, this form of communication will eliminate preconceived ideas/biases regarding race, height, size, etc. of the person you are talking to. Finally, my hope is that the international online negotiation competition becomes an annual event with an increasing number of universities and countries participating.

V. An Evaluator's Perspective[9]

The Center for Information Technology and Dispute Resolution was responsible for providing volunteer evaluators and an online process for scoring teams in negotiation and ranking them after each round. The Center found nine (eight plus an alternate) professionals from the ADR field, law school professors, online dispute resolution (ODR) entrepreneurs, and a retired judge to participate. Evaluators generally possessed a relatively high degree of comfort with information technology, and were open to the potential for using information technology in dispute resolution practice and pedagogy.

The eight evaluators were assigned to score individual teams in twelve negotiations as well as rank the teams after two rounds (six negotiations each). Thus every evaluator was responsible for scoring three negotiations and ranking six distinct teams. After all twelve negotiations, the final results for ICODR were produced from the accumulated rankings by the eight evaluators, the scoring forms for each team in

[9] Alan Gaitenby.

individual negotiations were then used for tie-breaking purposes and feedback at the end of the competition.

Evaluators were provided all-access privileges to the resolution rooms for all negotiations, and were allowed to walk through and become comfortable with the ODR platform before the competition. The two cases for each round were also given to the evaluators ahead of time, the Center provided very basic instructions as to judging assignments (i.e. which negotiation in what round), and directed evaluators to the two online evaluation forms which they needed to fill out and submit.

For each negotiation the evaluators could view the competition in real time or asynchronously via the "transcript" of each resolution room. After a negotiation was completed evaluators filled out an online scoring form for each team in that negotiation. Evaluators were asked to score teams[10] on nine criteria:

(1) Negotiation planning: how well prepared did this team appear to be?
(2) Flexibility: how flexible did this team appear to be in adapting its strategy in reaction to the other team?
(3) Outcome of session: regardless of whether agreement was reached, how well did this team serve the client's goals?
(4) Relationship between the negotiating teams: did the way this team manage its relationship with the other team help them achieve their client's best interests?
(5) Negotiating ethics: to what extent did the negotiating team observe or violate the ethical requirements of the legal profession?
(6) Use of technology: how effectively did the team use the technology to advance their client's goals?
(7) Skill in expression: in expressing itself, did the team seem hindered or helped by the technology?
(8) Overall, how well did the team use online dispute resolution?
(9) The students were asked to answer the following questions in the self-analysis in the caucus room:
    (a) What was your strategy and how well did you implement it?
    (b) What would you do the same and what would you do differently if you were in this type of negotiation in the future?
    (c) What impact did the technology have on your negotiating approach?
    (d) What did you learn from this experience?
    (e) What would you wish others to know about this type of experience?

    Based on the team's answers in their caucus room, how adequately has it learned from the negotiation?

After each round the evaluators ranked the six distinct teams they viewed (i.e. sixth most effective, fifth most effective, fourth most effective, third most effective,

[10] The rating was qualitative, but those qualitative assessments were translated into discrete values for computation purposes. For instance, for criteria one, "how well prepared," the evaluators could choose "very well prepared, somewhat well prepared, adequately prepared," and so on, each choice corresponding to a numerical value.

second most effective, most effective). Final ICODR rankings were then tallied from each of the twelve ranking forms submitted. In the case of a tie in the rankings, the evaluator scoring forms were used to distinguish teams.

Feedback from the evaluators was collected by the Center using yet another online form. Overall, evaluators were very enthusiastic about this experience. Actual evaluation was less difficult than most anticipated, however the length of time required to process the negotiation transcripts was greater than expected. There was divergence on a critical issue, whether the medium altered the message and how the evaluators could then judge what was in front of them. Several evaluators "craved" to see reactions and interactions beyond that expressed in text, others were impressed and surprised by the use of paralinguistic cues such as :) or :(to express particular feelings and supplement the supposed constraints of text-only communication. Most evaluators said that they enjoyed their role in ICODR and would very willingly participate in subsequent iterations.

VI. An Organizer's Perspective[11]

Virtually everyone with Internet access negotiates online. We often do not think of it in those terms, but when we send an Email asking to reschedule a meeting or attempt to find a day when our friends can get together for dinner, we often end up negotiating, albeit in a most agreeable, cooperative way. Attorneys negotiate online almost daily. They may not tackle a problem in its entirety and may address only one issue (possibly the least contentious), but nonetheless attorneys regularly negotiate online by exchanging Emails. Additionally, law schools require students to use computers and law students frequently are required to communicate online. The simple fact is that, at least among the rapidly growing number of us who own computers, we are not unfamiliar with the notion of online negotiation. Yet our online negotiating experiences tend to be brief and fragmented and we have not spent significant time analyzing strategies and tactics for negotiating complex problems online. For that reason, the opportunity to experience, observe, and reflect upon complicated online negotiations during the prototype International Competition for Online Dispute Resolution has been invaluable.

Although the following discussion does have general applicability, this discussion will focus on issues and situations that arose during the ICODR. The negotiation transcripts and the self-evaluations reveal that while the students did develop specific strategies in anticipation of using this new medium, they may adopt different strategies and tactics in the future as a result of what developed during the competition.

The online environment is sometimes described as detached and emotionless. However, many of the ICODR student participants were genuinely surprised to discover how quickly online negotiations can become hostile. In spite of the fact that

[11] David Allen Larson.

by the time the competition began the participants knew that online communications are not received with the nonverbal cues and tonal inflections that provide valuable context for specific words and phrasings, the participants were frequently stunned at how abruptly their negotiations became strained and uncomfortable. Although some participants displayed considerable skill and patience and recreated a sense of trust and cooperation when the conversations became unproductive, other participants adopted such an ugly tone that the parties were never able to again engage in constructive dialogue.

We have all heard the term "active listening." Parties that negotiate online must be active listeners. They must pause and take a moment to think about all the possible meanings that a typed message could convey. One of the advantages of negotiating online is that we have the luxury of reading and re-reading a particular statement before we reply. But active listening alone certainly will not ensure effective online communications; an online negotiator must also pause to anticipate how his or her own words could be interpreted. An online negotiator must be a "reflective speaker."

One should also be conscious of his or her own style and, unlike in the offline world, may have to explain that style. Do you tend to be casual, colloquial, or idiomatic? Will your attempts to create a comfortable and friendly environment, which you usually can "sell" with a gentle laugh and a sincere smile, result in the perception that you are disrespectful, not serious, or simply incomprehensible? If you are quite formal, then you may be viewed as inflexible or disengaged. This became an issue for several of the participants in the ICODR. While you are unlikely to offend anyone by briefly explaining why you are comfortable "conversing" in a particular style, you may alienate the other party if you do not provide that explanation.

Online negotiations can be asynchronous, wonderfully convenient, and thus relatively stress-free. If you negotiate online, then you should establish rules regarding how the parties will use the available technology. When one party is waiting for a reply to their carefully worded and generous offer, the minutes that turn into hours can become excruciating. For instance, "are they not replying because they are considering my offer very seriously or because they are trying to irritate me (hoping that I then will make a poor decision)?" Most of the ICODR participants were frustrated at one point or another because they found themselves waiting by their computers for a reply. Although the competition established two twenty-four hour negotiating sessions and a rule requiring parties to respond to messages within nine hours, several participants found that they had to negotiate subsets of rules as to when they would be online and how quickly they would respond. Online negotiations will proceed more smoothly if the parties establish clear rules as to how and when the technology should be used.

Finally, when asked what impact the technology had on his or her negotiation approach, one ICODR participant's self-evaluation stated with admirable honesty, "it was easier to type smart-ass remarks (regarding their outrageous demands) then [*sic*] to make them in person." If one gets drawn into hostile exchanges online, then it can be

very difficult to return to a productive exchange. As another participant stated, "we assumed that an apology would do the trick, when it was not enough."

VII. Conclusion: Is This Big, Different and New?[12]

As I watched this competition go forward, I did feel I was watching something big, different and new coming into being.

A. Big

First, rather than students having to compete against other nationals of their own country at the local, then regional, then national level before entering an international competition, every student who participated immediately competed at an international level. Thus, students were projected into an international lawyer role in law school and could, in the comfort of their own home, get a sense of some of the interesting complexities that arise when one works internationally. The sole constraints to participation were having a computer, having an Internet browser, and having a faculty member's approval to participate. Competitions can now be imagined between people speaking Chinese but who are dispersed all over the world. Teams could be formed of a Russian and a Zimbabwean competing against a Peruvian and a Singaporean. Without great difficulty, the barrier of distance is removed.

Second, this is an immediate direct experience of the online environment as a learning tool for people all over the world. A Canadian can test his/her skills in negotiating with a Cameroonian or a South African with a Hungarian. It is a tool for helping the growth of electronic commerce and increasing online sophistication of key future actors—the law students of the world—particularly, in newly emerging economies and economies in transition. The proverbial level playing field is created.

Third, it is a laboratory for seeing what are the difficulties for online dispute resolution. One important part of the process was an opportunity for observers to come in and watch the competition. We set up a video monitor in the hall so that students could watch their colleagues compete. One student commented, "How do the court reporters type so fast?" When I explained that was the team itself, the student began to see what happened and understand the possibilities of what was going on. Many students never get a chance to compete or watch each other compete at this level.

Fourth, there is no reason that the process could not be emulated for other types of ADR, including mediation and arbitration. Arbitration under a given set of arbitral rules such as the UNCITRAL Rules of Arbitration could be done in a shared experience. Regional systems like that of OHADA in West Africa or NAFTA in North America could also be emulated so that law students in countries subject to

[12] Benjamin G. Davis.

those systems (or in countries studying those systems) could begin to understand those regimes through competing with each other without the cost of travel. Prospective systems such as the Free Trade Area of the Americas procedures or actual international procedures such as the World Trade Organization mechanisms could be emulated. Moreover, the process could also be used to emulate court procedures so that a student from France could gain experience in how a court would proceed in China or a Swiss student could learn about an Indian court—again without leaving the comfort of their home. Law schools in each of these parts of the world could take on the task of creating or gathering interesting problems that could be shared with other law schools around the world.

B. Different

First, the time that students have to analyze and respond to the other party's communications changes the dynamic of the negotiation. As discussed above, trust and distrust are created, however the mechanisms used are completely written. Reading the transcripts, one gets the sense that the possibilities of doing things this way are probably underestimated. On the one hand, it is something of a return to the telex situation and, on the other hand, it is a projection into the most modern.

Second, if trust can be established in this way, then we may evaluate just how much travel is really necessary to be an international lawyer.

Third, I did wonder if what was occurring is related to changing habits. Younger people are more comfortable using technology than those of my generation, so the technology does not hinder them in the way that I might be hindered but actually helps them to express themselves. As they become lawyers, one hopes that the constraints of the law firms in which they practice will not place undue restriction on their development of this set of skills in the name of traditions that are derived from unfamiliarity more than from any real concerns about prudence.

Fourth, most competitions involve a team leaving and going somewhere, having an excellent experience and coming back to tell all about how they did. In this setting, anyone in the law school, and in the world, could watch the competition as it went forward. Like a World Cup competition, people in many different places shared the law school competition experience.

C. New

Given this mix of big and different, it does feel that something new was created here. Is it something good? Given the Webboard comment below of Kris Olen, a Hamline School of Law student participant, who will have the last word, it seems that we should all find a way to encourage this new development as it does appear to speak directly to a perceived need.

As a student who was given the opportunity to participate in this competition, I would like to say "thank you" to all who made such an endeavor possible. I also take this chance to encourage others to take advantage of such opportunities. Although credit is due to the efforts of those who have provided written materials and other resources over the years to students such as myself in order that we may learn about dispute resolution, this competition was a truly extraordinary learning experience—you can learn only so much about dispute resolution, and specifically ODR, from reading. I particularly invite those who wish to understand and partake in international dispute resolution processes to examine the ground that has been broken this week. I take the experience with me into the practitioner's world which I will soon be entering, and as a member of an ever-expanding global community. It is no exaggeration to assert that I have more confidence entering the job market, knowing that I have begun to develop a skill set which will prove to be an asset to prospective employers as our dispute resolution mechanisms make their push towards on-line platforms. ODR is one more step towards overcoming geographical/proximity barriers to aid in building and revitalizing international relationships.