First Arab Medical Cannabis Law (Lebanon)

March 21, 2021

On 20 April 2020, the Lebanese Parliament passed a law permitting the cultivation, trade, research, and use of medical cannabis. The Lebanese government began first studying the legalizing of medical cannabis in 2018 where projected government revenue was expected to amount to USD 1 billion per annum.

Lebanon is not the first country in the extended region to legalize cannabis for medical use. Turkey passed laws in 2016 permitting doctors to prescribe certain cannabis-based medicine, and regulated cannabis cultivation in 19 out of its 81 provinces for medical and scientific purposes. In 2019, President Erdogan announced that soon all Turkish provinces should be allowed to cultivate cannabis for industrial use, i.e. for manufacturing textiles, foods, paper, personal care products, plastics, and building materials.

The passing of the law by Lebanon creates an opportunity for leading medical cannabis companies, such as those in the US and Canada, that have globalized their business in the past years.

For example, the legalization of medical cannabis in Germany resulted in substantial market entry to the German local cannabis cultivation market by Canadian companies controlling substantial market share.

In this brief, we focus on the highlights of Lebanon’s recent medical cannabis legislation.

How is cannabis defined?

Cannabis is defined in the law as a controlled plant that has psychoactive properties. It includes the fertilized or unfertilized buds and the seeds of the hemp plant, for medical and industrial use, that contains tetrahydrocannabinol (THC) by a percentage not exceeding 1% of its content and other medicinal materials other than the anesthetic of the cannabinoids in different proportions including the cannabidiol (CBD).

The percentages and contents of the plant are identified pursuant to the methods approved by the Authority.

Cannabis products are defined as every product including fibers for industrial use, and oils, extracts and compounds used for medical and pharmaceutical purposes

Overseeing authority?

The law establishes an authority named the Regulatory Authority for the Cultivation of Cannabis Plants for Medical and Industrial Use (the "Authority").

The Authority is responsible for issuing licenses, and among other things:

- Entering into agreements with public authorities, or private sector entities, whether domestic or foreign, for the execution of the provisions of the law, including for purposes of knowledge transfer.
- Identifying the geographic parameters where cultivation of cannabis may take place, and other details such as soil types, investment, light accessibility, and so on.
- Identifying the permitted percentage of THC and CBD in industrial, medical, pharmaceutical products.
- Overseeing research and development centers, and laboratories, that are renowned and have the professional and academic skillsets for cannabis

cultivation for the permitted uses.

- Establishing rules on production waste and the administrative and security measures to avoid illicit use of waste including that of cannabis stems or any other illicit activity resulting from cannabis cultivation waste management.
- Establishment of central test facilities or contracting with a private sector test facility to ensure compliance with the law.
- Ensuring anti-dumping and anti-trust compliance.

A committee is also established pursuant to the law responsible for the review of licensing applications and compliance with the law and any instructions by the Authority.

Licenses

There are nine licenses that shall be available as follows:

1. License to import seeds and seedlings
2. License to establish a cannabis plantation
3. Cannabis harvesting operations license
4. Manufacturing license
5. Research centers and laboratories license
6. Export license
7. Transport and storage license
8. Sales and distribution license
9. License to import related chemicals

There are six classes of applicants:

1. Foreign companies licensed in their home jurisdiction.
2. Renowned research and development centers, laboratories, and academic institutions.
3. Lebanese companies approved for the manufacture of medicines by the Ministry of Public Health.
4. Lebanese companies approved for industrial activities by

the Ministry of Industry.
5. Lebanese agricultural cooperatives.
6. Lebanese natural persons.

Globally

The law clearly addresses the globalization of medical cannabis trade and industry. In addition to Lebanon, countries that have legalized the medical use of cannabis include Australia, Brazil, Canada, Chile, Colombia, Croatia, Cyprus, Czech Republic, Finland, Germany, Greece, Italy, Jamaica, Luxembourg, North Macedonia, Malta, the Netherlands, New Zealand, Peru, Poland, Portugal, Sri Lanka, Thailand, the United Kingdom, and Uruguay.

In the United States, the use of cannabis for medical purposes is legal over 30 states and the District of Columbia, and although medical use of cannabis has not been legalized at a Federal level, prosecuting individuals acting in accordance with state medical cannabis laws is prohibited.

As for international law governing global medical cannabis trade and industry, Schedule IV of the United Nations' Single Convention on Narcotic Drugs addresses cannabis making it subject to special restrictions. Article 2 of Schedule IV provides as follows:

"A Party shall, if in its opinion the prevailing conditions in its country render it the most appropriate means of protecting the public health and welfare, prohibit the production, manufacture, export and import of, trade in, possession or use of any such drug except for amounts which may be necessary for medical and scientific research only, including clinical trials therewith to be conducted under or subject to the direct supervision and control of the Party."

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile: https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com

Major League Baseball's Salary Arbitration: A Homerun ADR System

March 21, 2021

Baseball is the second most-watched sport in the US (tucked behind American football and in front of basketball) and the seventh most watched sport in the world. Major League Baseball ("MLB") is the American professional baseball organization and the oldest of the major professional sports leagues in the US and Canada.

Unlike their counterparts, baseball players make insurmountably more money than any other sport because they have a stable union, and there's no maximum limit amount on the money they can earn; and unlike the NBA (professional basketball) and the NFL (professional American football), baseball has no salary cap, nor is player compensation tied in any way to overall league revenues. Under virtually every previously conceived circumstance, MLB contracts are fully guaranteed. For instance, last year the Los Angeles Angels gave Mike Trout a 12-year, USD 426.5 million contract extension – all of which is fully guaranteed. So how does the MLB maintain the highest paying sporting contracts whilst simultaneously avoiding disputes?

History of the System

The origins of salary arbitration are rooted in the reserve system that was created at the inception of baseball. When professional baseball was born in the 1870s, players were held to one-year contracts; this allowed them to switch teams continuously. As a result, a handful of the team owners made a "gentlemen's agreement" that would allow each owner's team to protect five of their own players. These players became "reserved" to their current team and out of reach of other teams.

By the 1880s, this reserve system disseminated to every team in the league and each player had a reserve clause inserted into their contract, which bound the player to the original team they had signed with, preventing the player from leaving the team until their retirement. In essence, whichever team the player signed with originally, became their home for the rest of their career.

The reserve system first came to a legal battleground in 1922 during the case of *Federal Baseball Club v. National League of Professional Clubs* (the "FBC case"). In the FBC case, the US Supreme Court created an antitrust exemption for baseball. According to Chief Justice Holmes, baseball was exempt from the antitrust laws – which are statutes developed by governments to protect consumers from predatory business practices and ensure fair competition – because they did not constitute interstate commerce. Therefore, baseball did not fall within the scope of the Sherman Act, which outlaws every contract, or conspiracy in restraint of trade, and any monopolization attempted monopolization, or conspiracy to monopolize. Thus, the US Supreme Court upheld the reserve system.

The issues revolving around the reverse system were once again brought into play in 1972 in the case of *Flood v. Kuhn* (the "Flood case"), in which Curtis Flood attempted to bring an

antitrust claim against the MLB for the reserve system. However, the court upheld the decision of the FBC case and ruled that Congress had several opportunities to abolish baseball's antitrust exemption but choose not to do so. As a result, the court determined that the reserve system was acceptable.

With all the problems that the reserve system created, the players – through the assistance of the National Labor Relations Board – developed a union bargaining status and created a salary arbitration provision with the team owners. Shortly after the decision of the Flood case, a new Collective Bargaining Agreement ("CBA") was signed. The CBA created a process for salary arbitration from the fragments of the reserve system.

The Salary Arbitration System

Baseball's salary arbitration is significantly more different than that of conventional arbitration used in labor negotiations. The distinctiveness of salary arbitration in baseball comes from the final offer format, which is referred to as the high/low format. The high/low format means that each party (the player and the team owner) submits a salary proposal to an arbitrator. Subsequently, the arbitrator must choose either the amount proposed by the player or the amount proposed by the team owner. The arbitrator makes their decision based on a set of evidence which is provided by either party pursuant to the criteria outlined in Article VI (F)(12) of the CBA.

As per Article VI (F)(12)(a) of the CBA, the following evidence may be introduced in the arbitration hearing:

- Quality of the player's contribution to the team during the past season including, but not limited to, the player's overall performance, special qualities of leadership, and public appeal;

- The length and consistency of the player's career contribution;
- The player's record of previous compensation and comparative baseball salaries;
- The existence of any physical or mental defects on the part of the player; and
- The recent performance record of the club including, but not limited to, its league standing and attendance as an indication of public acceptance.

According to Article VI (F)(12)(b) of the CBA, the following evidence is not admissible in the hearing:

- The financial position of the player and the team;
- Press comments, testimonials or similar material bearing on the performance of either the player or the team, and any recognized annual awards for excellence of performance;
- Offers made by either the player or the team prior to the arbitration;
- The cost to the parties of their representatives, attorneys, etc.; and
- Salaries in other sports and occupations.

In January of 1999, the CBA was modified to include Article XX. This Article set forth the requirement that reserved players with greater than three years, but less than six years of service, may demand salary arbitration.

The Problems with the Salary Arbitration System

The provisions of the CBA leave an open space for problems that may arise between the players and the team. However, there are three issues that are quite prominent in the fundamentals of this system.

The High/Low Format

The first issue is rooted in the high/low format of the system. In this format, the arbitrator cannot reach a compromise or a middle ground for the offer; they must either choose the player's salary proposition or the owners. Thus, owners believe this issue is the root of the extraordinarily high salaries in baseball.

If the team owner was to present an amount that is significantly low, the arbitrator will tend to favor the player and choose the higher amount. In the pursuit of preventing this from occurring, owners often present an amount that is higher than they would like.

The Effect on the Ongoing Relationship

The second issue is embedded in the evidence which both parties present and whether this may affect the ongoing relationship between the player and the team. Looking at Article VI (F)(12)(a) of the CBA which outlines the criteria for evidence that may be introduced throughout the proceedings, the team can essentially present evidence that may degrade the player and his accomplishments. However, since the player will likely be returning to the same team the following year, the team may tend to hold back sensitive information that may offend the player.

During an interview with a prominent arbitrator who handles the proceedings for the New York Yankees, most teams tend to hold back degrading and malicious information about some of their players, out of fear of the repercussions that may occur during the following year.

For instance, during the salary arbitration proceedings between the owner of the New York Islanders, a National Hockey League team, and their then goalie, the owner introduced humiliating evidence into the hearing about the goalie. The goalie felt so betrayed by his team and the whole process that

he refused to return to the Islanders the following season. Thus, the goalie was traded because of his refusal to play, which was the direct result of the salary arbitration proceedings.

A Sense of Betrayal

The other major problem that occurs is what happens after either party wins. In the event the owner wins, the player may feel betrayed sensing they had played well in the previous season and that they are owed a salary increase. Thus, the player may avoid playing up to their full potential during the following season as a point of resentment towards the team. With that being said, there is also the possibility that the player may play even better the following season with the intention of being scouted by other teams and not re-signing with his present team.

On the other hand, if the player wins the salary arbitration, the owner may choose to reduce his playing time or change where he bats in the line-up, thus affecting his offensive output. For instance, if the player is a pitcher, the team may put him in a more mediocre role, which may affect the player's ability to negotiate for a higher salary in the future during free agency.

Conclusion

The salary arbitration system has become a crucial component of baseball. From a legal perspective, the system is quite straightforward and astute. However, the fans may become exasperated with the politics and the business of the game. And since the fans are the ones that bring the money into baseball, whether it be through attendance or through purchasing merchandise, they may be reluctant to follow the sport, should the players and the owners continue to quarrel over labor issues and initiate more work stoppages. At the end of the day, the loss of fans means the economic prosperity

that baseball has enjoyed for so long and its unwavering position as the second most profitable sport in the world, will soon cease to exist.

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile: https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com

Choosing the Best Arbitrator for your Case

March 21, 2021

The opportunity to select your own arbitrator is one of the attractions of arbitration. Your chosen arbitrator can be the defining factor in a victory for your case. In a recent survey done in 2018, almost half of in-house counsel surveyed stated that they had insufficient information to make an informed choice about the appointment of arbitrators. Considering a search for information on arbitrators can be difficult, due to the general confidentiality of arbitration proceedings, how can you go about selecting the best arbitrator?

Professional Expertise

A deep range of knowledge regarding the nature of the dispute can be very beneficial to the arbitration. There is a common notion that the arbitrator must be expert in legal affairs. However, if your matter has a very niche nature, you will benefit from selecting an arbitrator who has experience in your specific industry.

This will save you time explaining industry concepts and terms

as they will be familiar with the issues being discussed which will subsequently save you costs. For example, you have an industrial patent infringement dispute. Selecting an arbitrator with prior experience in this industry will avoid the need for you to explain from scratch the meaning of defensive patenting.

Relevant individuals should be approached to deal with a possible dispute of specific nature. Candidates, or the institution to which they are most known, will provide personal descriptions in the form of a curriculum vitae that you may use to nominate a well-suited arbitrator for your matter. It is not only key to nominate an arbitrator who is familiar with the relevant industry, but it is also essential to understand the potential arbitrator's convictions, in order to determine their impact on the dispute. Thorough knowledge of the sector can be invaluable, but ultimately a party's interests will not be served if the nominated arbitrator has certain convictions about a matter that are diametrically opposed to the nominating party's arguments.

Are they available?

A busy arbitrator can be a major impact in the time it takes to obtain an award. An advantage of arbitration is the flexibility of the process and the management of this flexibility can have a significant impact on the length, efficiency and ultimate success. Choose an arbitrator who can commit in devoting enough time and attention to the matter and make sure their schedule allows them to take on the case. A highly sought out arbitrator will have a busy schedule, and this can lead to scheduling conflicts which may ultimately delay the proceedings. A personal conversation with the arbitrator that you wish to nominate can provide a sense of clarification. However, a conversation usually goes no further than providing reassurance as to the candidate's availability and knowledge. The chair of the International Bar Association (IBA) Arbitration Committee has recently stressed the need for

arbitrators to be genuinely available, and an interview may reveal factors affecting a candidate’s availability.

Personality

Looking for an arbitrator who has knowledge in the subject matter should be considered but also look for one with good people management skills. A good arbitrator must strike an appropriate balance between observing and actively steering the proceedings. The flexibility of managing the arbitration procedure, if not managed properly, can lead to protracted disagreements which will result in more costs and time being spent on a granular issue.

Choose an arbitrator who is as good at managing people as they are the procedure. In a study conducted by Ponak et al in 2010 regarding Personality and Time Delay Among Arbitrators, the study found that conventional, case-based coding can explain about 30 percent of the variance in time delay, whilst another 30 percent is likely due to the personality predispositions of arbitrators. Ponak and his colleagues found that characteristics of the arbitration process that predicted faster decision time were: fewer pages of written decision (a proxy for complexity), the use of legal counsel, and the use of a sole arbitrator rather than a three-person panel. The study also examined one job-related characteristic of the arbitrator– his or her workload–and found that the busiest arbitrators took longer to render their decisions. Will your selected arbitrator be adapted to dealing with cultural differences and tensions that will eventually run high? Their management of the parties is a substantial factor in the efficiency of the case, and it must be done with sterling judicial demeanor.

When we talk about cultural differences, keep in mind that in disputes between parties of different nationalities, some arbitral institutions such as the Dubai International Arbitration Centre (DIAC), permit the arbitrator from having

the same nationality as any of the parties. As per DIAC Arbitration Rule 10.3:

“Where the parties are of different nationalities, a sole arbitrator or chairman of the Tribunal shall not have the same nationality as any party unless the parties who are not of the same nationality as the proposed arbitrator, all agree otherwise in writing.”

The International Chamber of Commerce (ICC) follows a similar standard pursuant to Article 13(1) of the ICC Rules:

“In confirming or appointing arbitrators, the Court [International Court of Arbitration] shall consider the prospective arbitrator’s nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the prospective arbitrator’s availability and ability to conduct the arbitration in accordance with the Rules.”

The Language of the Arbitrator

Arbitrators and participants of the procedures will be of different nationalities in most circumstances; therefore, it is not uncommon that they will speak different languages. This brings about another factor of great importance – the language of the arbitrator. The language in which the procedure is conducted is a dominant characteristic for the consensual resolution of the dispute itself. The choice of language with respect to the arbitration proceedings in the agreement will play a significant role as communications will most likely be made in the language indicated in the arbitration agreement. This bears the questions, is an “implicit agreement” of the parties regarding the language of the arbitration, a *facta concludentia* (i.e. the use of the same language for the contract, the arbitration agreement, the correspondence etc.), allowed if it is absent from the agreement? The choice of the “wrong” language may result in the need for translation and

interpretation for the majority of the proceedings, which can severely impact the cost and duration of the proceedings.

If the arbitration is conducted in English, but in a country where English is not the official language, such as the UAE, it would be advantageous to have an arbitrator who speaks both English and Arabic, to address their ability to deduce and analyze parties' submission on application of legislation to the dispute, and the legislator's intent in the drafting of a law, or provisions therein, as the parties present.

Therefore, determining what language or languages shall be used in the arbitration is decisive on three dimensions: party equality, the composition of the arbitral tribunal, and the interaction with national laws. The latter being necessary in a country such as the UAE where the first language is Arabic but the majority of arbitrations are conducted in English; when it comes to the proceedings of arbitration, the choice between these languages can be a vast factor in the interpretation of the law and facts.

Conclusion

At the end of the day, much relies on choosing the most suitable arbitrator. Make sure to vet the arbitrator you wish to nominate accordingly and enhance your chance of success for your arbitration before it even begins.

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile: https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com

What the Normalization of GCC Relations Means for your Business

March 21, 2021

Recent reports of the thaw in the chilled relations between Qatar and the countries of the GCC previously boycotting Qatar are welcome news to businesses operating in the Gulf.

The normalization of political relations between the GCC countries pursuant to the *AlUla Declaration* that was signed in the first week of January 2021 in the Kingdom of Saudi Arabia could result in the impacts to businesses highlighted below.

Although it remains unclear at this time how each country will respond to such a rapprochement, anticipating how normalization might affect such matters as trade routes, immigration, and investment should assist businesses in recognizing opportunities and mitigating risks.

Commercial Relations

Over the course of the embargo against Qatar, businesses operating throughout the Gulf have faced disruptions to, among other things, supply routes, transportation, recruitment, and scheduling obligations. Parties have sought to accommodate the impacts of these disruptions through contractual provisions aimed at providing relief to harmed parties. These "workaround" provisions have resulted in increased costs to business operations, development projects, and ultimately the public at large, throughout the Gulf.

Businesses should consider reviewing current contract obligations and how they would be affected by the elimination of embargo related disruptions. Parties may desire to enter

into Letters of Intent or Memoranda of Understanding to specify actions that would be implemented upon a lifting of restrictions.

Contracts that were suspended or terminated for *force majeure* (or other) causes could be revisited to explore their ability to be reinstated. Where contracts provided extraordinary modes of performance to deal with disruptions to normal operating methods, parties may revert to the original means of contractual performance.

Regional rights (such as those in agency or franchising) could be negotiated with more mutually beneficial terms considering the elimination of restrictions to travel and other impediments.

The cost of insurance for ongoing projects in the GCC may be reduced reflecting a lessening of project risks, thereby reducing costs.

Parties deterred from bidding on projects in a particular GCC country due to political concerns, may revisit tender opportunities in these countries. Businesses may also seek to reestablish relations with business partners in those countries where operations have been suspended.

Trade Routes

The embargo negatively affected imports into Qatar from countries previously supplying goods and services, including Saudi Arabia, Germany, China and the United States. Those countries which realized increased trade relations include India and Turkey. These disruptions to normal trade routes resulted in part from the closure of the border between Saudi Arabia and Qatar, and the rerouting of goods through ports friendly to Qatar.

For global exporters who utilize the Jebel Ali port as a single point-of-entry to the GCC market, the normalization of

GCC relations could result in reinstating efficient access to all markets within the GCC, as the Saudi-Qatar border reopens for sea-land transport. In addition, the ability to freely access all GCC ports would eliminate current port restrictions limiting imports from foreign markets such as India and China.

Immigration and Recruitment

Businesses adapted to the restrictions imposed by the embargo by, in some cases, revising internal governance structures. These revisions were needed to comply with new rules on authorized signatories for labor contracts, bank accounts, and immigration documents. As these rules may ease with a normalization of relations, businesses may wish to revert to more efficient governance structures.

Businesses may also benefit from an easing of restrictions imposed by various GCC countries which limit immigration from specified countries and affect the rights of foreigners to reside in each country.

Enforcement

The ability to seek enforcement of judgments in each country of the GCC should be enhanced with a normalization of relations. As embassies closed during the embargo reopen throughout the GCC countries, the ability to obtain attestation and other services required in the enforcement of foreign judgments will be restored.

In addition, arbitral forums for dispute resolution located in the GCC, such as the Arbitration Centre within the Dubai International Financial Centre, may see an increase in regional cases as parties seek to avoid the higher cost of arbitration in European venues.

In sum, the consequences of normalization of political relations would go well beyond those noted above and could further enhance the GCC as a stable market for foreign direct

investment. We welcome your inquiries on this topic.

Highlights from the AlUla Declaration

Construction of the Gulf railway network:

“Completing the requirements for the Customs Union and the Common Gulf Market. This includes achieving full economic citizenship that grants citizens of GCC countries the freedom to work, move and relocate, and invest in the Member States. As well as equal access to education and health care, the construction of the Gulf railway network, the creation of food and water security systems, and continuing to encourage joint projects that localize investment in the Gulf.“

Anti-corruption:

“Strengthening governance, transparency, accountability, integrity, and anti-corruption mechanisms through Joint-Gulf action and in all entities of the GCC, including its specialized bureaus. As well as benefiting from the agreements of the G20 framework and the “Riyadh Initiative” pertaining to cooperation in investigations of cross-border corruption and the prosecution of the perpetrators in order to mitigate the impact corruption has on economic growth, sustainable development, and mutual trust between governments and their peoples.“

Economic integration:

“The full implementation of the vision put forth by the Custodian of the Two Holy Mosques, King Salman bin Abdulaziz, King of the Kingdom of Saudi Arabia, in the 36th GCC Summit in December 2015. This includes abiding by a timetable, the completion of economic integration, the implementation of joint defense and security systems, and a unified foreign policy for the Member States.“

Customs integration:

"Completing the requirements for the Customs Union and the Common Gulf Market. This includes achieving full economic citizenship that grants citizens of GCC countries the freedom to work, move and relocate, and invest in the Member States. As well as equal access to education and health care, the construction of the Gulf railway network, the creation of food and water security systems, and continuing to encourage joint projects that localize investment in the Gulf."

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile: https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com

Global Guide to Legal Issues arising out of COVID-19

March 21, 2021

The profound impact of the measures being taken to contain the spread of the novel coronavirus ("**COVID-19**") is creating a multitude of issues for businesses and their employees. Legal concerns related to corporate governance, disclosure, contracts, financing, strategic transactions, employment, and others are summarized below.

Here are some key legal issues surrounding COVID-19:

1. Employment

Organizations are required to maintain a safe workplace, which would include taking steps to reduce the risks associated with the COVID-19 outbreak. The steps that an employer should take will vary depending on the type of business but include the

following elements:

- Restrictions on Travel

It is generally permissible for organizations to implement policies that restrict business travel to high-risk destinations and require employees returning from such destinations to self-quarantine for the maximum period. While employers cannot generally restrict personal travel, it is generally permissible to implement a policy requiring that an employee provide advance notice of any personal travel (in particular to high-risk destinations) and requiring that employees self-quarantine upon their return from destinations where there are known cases of COVID-19. Organizations should take care to apply the policy impartially and consistently to help avoid claims of discrimination based on the protected class of impacted employees. Proper documentation of decisions made and consistent application will be key to protecting against such claims.

- Remote Working

Most organizations have commenced remote working of their staff. Where working from home is not possible, and employees are absent due to sickness, quarantine, or childcare needs, employers will need to determine whether and for how long absent individuals will continue to be paid and create flexibility in leave policies.

- Communication and Confidentiality

Organizations should determine how best to communicate the message that an employee has tested positive for COVID-19. Employers do have a general duty to inform the workforce if an employee tests positive or is a probable COVID-19 case. However, the confidentiality and privacy requirements of applicable laws, mean that steps should be taken to preserve the privacy of the impacted employee and not share their identity with the workforce. Organizations have a duty to

protect employees from discriminatory or retaliatory behavior by other employees if they are suspected to have COVID-19 or have self-reported.

2. Supply Chain

As the global economic impact is expanding, organizations are facing increasing disruptions to supply chains as a result of a drop in consumer demand and workforce impacts. Businesses which are affected are seeking to understand their rights and obligations, and any relief which may be available to them.

Such assessments include supply chain exposure and prioritizing critical suppliers (tier 1) that are impacted and implementing a strategy to identify and negotiate any current and future (post-COVID-19) potential benefits that may be obtained. Contracts could be addressed in the following way: (i) negotiation to optimize onward supply, and mitigate supply chain impact; (ii) assessment of contractual options available: suspension, termination or force majeure declaration, frustration, etc (iii) claims which may be brought on a case-by-case basis.

3. Contracts

While each contract will have to be examined on its own, the outbreak of COVID-19 is likely to have a profound impact on commercial contracts. Organizations or their suppliers may find they are unable to perform under an existing commercial contract. Parties to existing contracts that are or may be disrupted by the outbreak of COVID-19 should promptly assess their legal rights and obligations, including:

1. assessing contractual provisions that have been or may be affected;
2. identifying and abiding by any relevant notice requirements;
3. analyzing the risks and consequences of a default or breach under the contract; and

4. determining or negotiating alternative means of performance under the contract, where possible.

Where organizations are currently negotiating contractual contracts, it should proactively consider the impact of COVID-19 and appropriately allocate potential risk in the contract.

- Force Majeure

Contract parties may consider issuing force majeure notices or may receive such notices to excuse a party's non-performance. Any declaration of force majeure must be evaluated under the terms of the agreement and analyzed under the law governing the terms of the contract. Parties should not cease their performance on the basis of a force majeure event without consulting counsel because a mistaken assertion of force majeure or frustration could have serious consequences. Specifically, an incorrect assertion of force majeure or frustration may amount to a breach (or anticipatory breach) of the contract. A declaration of force majeure will generally not avoid payments under a contract.

The consequences flowing from a declaration of force majeure should be considered carefully and may include:

1. Whether the parties' agreement includes notice obligations before declaring force majeure;
2. Whether the force majeure event actually made the party's performance impossible, or just more burdensome (commercially unreasonable, etc);
3. Whether the affected party is required to mitigate by using diligent efforts to end the failure or delay and ensure the effects of the force majeure event are minimized or mitigated;
4. Whether immediate relief is available for the affected party;
5. Whether force majeure-related disputes must be

arbitrated or the potential costs of litigation and/or dispute resolution; and

6. Whether force majeure events are covered by the parties' insurance policies (including general liability, business interruption, contingent business interruption, or other insurance policies), and if so, what conditions must that party meet for its claim to be satisfied.

The declaration of force majeure should also take into account the impact on other agreements and obligations between the same parties or business activity.

- Material Adverse Change

Some agreements contemplate and allocate risk among the parties in the event of a material adverse change/effect to the business. If triggered, it may allow a party to terminate the agreement or otherwise avoid performance. Organizations may consider and evaluate any contractual notice requirements in this regard.

- Frustration or Impossibility

If a contract does not contain a force majeure clause, it may still be possible for a party to argue that the COVID-19 outbreak has frustrated the contract or that the performance of the contract becomes objectively impossible. The concept of "frustration" may excuse the performance of a contract in situations where the performance of a contract is possible, but no longer provides a party with the benefits that induced them to make the bargain because of intervening unforeseeable events. It will not apply when a contract simply becomes less profitable, or even when performance causes one party to sustain a loss.

The concept of "impossibility" excuses a party's non-performance when performance becomes objectively impossible because of the destruction of the subject matter of the contract or the means of performance.

There may be other defenses that may exist at law, for example, unfair contract terms and which should be considered.

4. Data Protection

Some data protection authorities have started to provide guidance, but there are divergent views on how employers should comply with data protection requirements, depending on the jurisdiction. There may be restrictions on organizations' ability to collect information about the body temperature of their employees or visitors to the premises or information about health and possible COVID-19 symptoms from them. If an organization is alerted to a case of COVID-19 amongst its employees, organizations may record the date and identity of the person suspected of having been exposed to the virus and the organizational measures taken (isolation, remote working, contact with the company doctor, etc) and report to the relevant health authorities.

Looking Forward

The above are some legal issues that must be considered alongside a business continuity and resilience plan to ensure that organizations are able to meet the ongoing challenges created by COVID-19. Many governments have launched measures for supporting companies at this time.

The extent of measures taken by the authorities in response to the current Covid 19 threat and the way they are applied vary considerably from one state to another at different points of time. This is partly caused by the fact that states have different constitutions and some states are subject to conventions. While some restrictive measures adopted by certain states may be justified on the ground of constitutional or conventional clauses relating to the protection of health measures of exceptional nature may come into conflict with other rights en freedoms. For instance, the European Court of human rights has granted states in the

European Union a large margin of appreciation in this field. Recently, the Dutch government implemented the NOW-arrangement (Noodfonds Overbrugging Werkgelegenheid), providing financial help for employers to pay their employees' wages in the COVID-19 crisis.

Now is the time to implement strategies for business stability and prioritize the safety and well-being of your employees as well as those around you. How you do this will vary between businesses and may require tailoring. If you would like assistance, we can advise you on planning your next steps.

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile:
https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com

Foreign Investments in Lebanon for Medical Cannabis Investors

March 21, 2021

On 20 April 2020, the Lebanese Parliament passed a law permitting the cultivation, trade, research, and use of medical cannabis. The passing of the law by Lebanon creates an opportunity for leading medical cannabis companies globally to enter the Lebanese market. There are six classes of license applicants including foreign companies licensed in their home jurisdiction. Other opportunities that foreign investors are

surveying are partnerships and associations with farmers and enterprises in Lebanon. In this article, we detail information regarding foreign investment in Lebanon that is a consideration for foreign investors interested in the medical cannabis industry in Lebanon.

Lebanon is renowned for its liberal economy and strategic location and has consistently attracted significant foreign direct investment ("FDI") inflows. In recent years, FDI flows into the country have shown resilience, despite several challenges to investments globally and regionally. FDI performance has remained above that of similar countries, including the Middle East and North Africa ("MENA") region as a whole. In fact, Lebanon's FDI stock reached USD 68 billion in 2019, an increase of more than USD 20 billion in more than ten years.

The majority of investors come from France, the United Arab Emirates, the United States, Germany, the United Kingdom, the Netherlands, Jordan, and Egypt. FDI in Lebanon is mainly oriented towards trade, real estate, services, tourism, and agriculture. Many other opportunities exist in the healthcare, energy, oil and gas exploration, information and communication technology, and franchising sectors, to name a few.

Lebanese Government Incentives

In order to facilitate investor establishment and administrative formalities, Law No. 360 of 2001 introduced tailored incentives through package deals for large investment projects, including tax exemptions for up to ten years, reductions on construction and work permit fees, and a total exemption on land registration fees. The Law also created a government agency called the Investment Development Authority of Lebanon (commonly known as "IDAL") with the aim of providing national and foreign investors alike with comprehensive sets of services across their various stages of operations in Lebanon in the following sectors: Agriculture,

Agro-Industry, Industry, Tourism, Information Technology, Telecommunications, and Media.

The Development of a Strong Legal and Institutional Framework

Moreover, the government of Lebanon, generally maintaining a non-interventionist position, has recently embarked on a reform drive to improve the legal and institutional framework for investments. A series of new laws have been adopted and almost 70 bills are currently being considered. In several regulatory areas, such as commercial arbitration or environmental assessment, Lebanon is considered a model for other countries to follow.

Specifically, Law 81 of 2018 on Electronic Transactions and Personal Data; Law 85 of 2019 on Offshore Companies and Single Member Offshore Companies; and Law 126 of 2019, which amended the Code of Commerce law from 1946, were adopted to create a new ecosystem where companies and startups can prosper and develop. Their main goal is to make the country more attractive to foreign investments and expose the Lebanese markets to international standards and scale.

The Lebanese Legal Framework for Foreign Investors

Lebanese business law is, in principle, very open to all traditional forms of investment. Foreign private entities may establish, acquire, and dispose of interests in business enterprises and may engage in all types of activities. Lebanese law does not differentiate between local and foreign investors, neither does it dictate who can establish a Lebanese company, participate in a joint venture, and allows for the establishment of a local branch or subsidiary of a company without difficulty. Foreigners doing business in Lebanon through a company, factory, or office must hold work and residency permits. Yet, there are no discriminatory or excessively onerous visas, residence, or work permit requirements.

Additional guarantees for foreign investors are contained in bilateral investment treaties ("BIT"). Lebanon has concluded 50 BITs with traditional investment protection provisions and is a party to seven treaties with investment provisions ("TIPs"). Once established, investors are offered high standards of treatment and protection even though these are not inscribed in the law. Furthermore, expropriation is strictly regulated and a rare occurrence in the nation.

In the event of a commercial dispute, domestic and foreign investors have access to local courts and to commercial arbitration. The BITs signed by Lebanon all grant access to investor-State arbitration. The country has ratified the 1965 Convention on the Settlement of Investment Disputes between States and Investors ("ICSID Convention") and the 1958 Convention on the Recognition of Foreign Arbitral Awards ("New York Convention"). A comprehensive arbitration framework is in place, and although arbitral awards need to be given enforceability through a court exequatur, overall, Lebanese courts are favorable to arbitration.

The Tax System

The country has adopted a corporate tax regime based on a low corporate income tax and a multiplicity of exemptions and exceptions and is constantly working towards increasing transparency. Law 43 of 2015, allows for the exchange of information for tax purposes with the countries which have concluded a double taxation avoidance agreement ("DTAA"), and which contain related provisions, with Lebanon. Industrial investments in rural areas benefit from tax exemptions of six or ten years, depending on the specific criteria. The Lebanese Parliament enacted a law in April 2014 to reduce income tax on industrial exports by 50%. The government grants customs exemptions to industrial warehouses for export purposes.

Foreign Ownership of Lebanese Property

Law No. 296 of 2001 deals with foreign property acquisition matters. The law relaxed some legal constraints on foreign ownership of property, ended discrimination between Arab and foreign nationals, and decreased the fees of real estate registration to the same amount for both. A foreigner may also obtain up to 3,000 square meters of real estate without an authorized permit; a special Cabinet issued Decree, however, must back any exceeding amount. The law also allows foreigners to acquire an area no more than 3% of the area of Lebanon, whatever the geographic site, provided that the total property does not surpass 10% of the region of Beirut.

Protection of Intellectual Property Rights

Lebanon's intellectual property rights ("IPR") legislation is compliant with Trade-Related Intellectual Property Rights ("TRIPs") and World Trade Organization ("WTO") regulations. IPR laws govern copyright, patent, trademarks, and geographical elements. Lebanese law provides patent protection for inventions and plant varieties and unique protection for layout designs of integrated circuits. Furthermore, the law provides protection for undisclosed information. When it comes to trademarks, those are provided protection via Lebanon's membership to the Paris Convention for the Protection of Industrial Property ("Paris Convention"). Moreover, geographical indications are provided protection under the provisions of the new Law on Customs, the Law on Fraud Control, and the Criminal Law. Additionally, the law provides strict penalties for copyright breaches and adequate compensation to the persons whose rights have been infringed. New draft laws and amendments to existing laws aimed at improving the IPR environment, notably for industrial design, trademark, geographical indications, as well as amendments to the copyright law, are in the pipeline.

Prevention of Corruption

Corruption is perceived as a deterrent for business in

Lebanon. However, in April 2018, the government launched a National Anti-Corruption Strategy, and a robust movement is underway to deal with corruption practices. In fact, many laws were adopted in this process: the Access to Information Law, the Anti- Corruption Law, the Whistleblower Protection Law, the Anti-Money Laundering Law, and the Illegitimate Enrichment Law. Also, a modern law on the independence of the judiciary is underway. Public and civil society stakeholders are more than ever actively engaged in new tools and initiatives to address corruption.

Lebanese Customs Duties and Booming Sectors

Lebanon has strong potential to become a regional leader in pharmaceutical production and sales. Through its developed STEM educational curriculum, the country is able to supply a highly specialized labor pool for the pharmaceutical industries. Additionally, it has direct access to the MENA pharmaceutical market, which has one of the highest growth rates – surpassing that of the U.S. Pharmaceutical manufacturing companies – whilst other industries are eligible for a 50% exemption on tariff duties at export. Machinery, equipment, spare parts, and building material imported for the setting up of new industrial firms, are subject to a mere 2% customs duties. Custom duties exemptions are applied to raw materials and semi-manufactured goods. Lebanon’s cosmetics industry ranks amongst the top 5 Lebanese exports indicating its strong position and its potential to grow to address regional and global demand.

Lebanese Labor

Finally, Lebanese labor is inexpensive, maintains a highly entrepreneurial culture and background, and is known to have an elevated educational level and strong linguistic capabilities.

Conclusion

Considering all the above, Lebanon will undoubtedly, and always, be a promising destination for investment opportunities, despite everything.

Author: Chehade Maalouf

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile: https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com

Data Processing Agreements: are they really needed under the GDPR?

March 21, 2021

You may have had a customer approach your organization to enter into a data processing agreement and wonder if it is mandatory to do businesses within the scope of the GDPR or if a simple clause that states "*The Service Provider agrees to comply with applicable data protection and privacy laws*" is sufficient to comply with the General Data Protection Regulation (EU 2016/679) ("**GDPR**"). The GDPR requires that a data controller who engages a data processor must enter into a **written contract** or legal act along the lines set out in Article 28.3 of the GDPR.

The **data processing agreement** as it is commonly called is a key contractual document that sets out the responsibilities and liabilities of both controller and processor. If a processor uses another organization (ie a sub-processor or

“other” processor) to assist in its data processing of personal data on behalf of a data controller, it needs to have a written contract in place with that sub-processor.

WHAT SHOULD BE INCLUDED IN A DATA PROCESSING AGREEMENT?

In order for an organization to meet the requirements of the GDPR, as a data controller who engages the services of a data processor to process personal data on its behalf, it must enter into a data processing agreement (a written contract or other legal act) which is legally binding on the data processor. Article 28.3 of the GDPR sets out what needs to be included in that written contract:

1. the processor must only act on the controller’s documented instructions unless required by law to act without such instructions;
2. the processor must ensure that its personnel processing the data are subject to a duty of confidence;
3. the processor must take appropriate measures to ensure the security of processing;
4. the processor must only engage sub-processors with the controller’s prior authorization and under a written contract (some controllers provides a general authorization to the processor in the data processing agreement);
5. the processor must take appropriate measures to assist the controller to respond to requests from individuals to exercise their rights.
6. taking into account the nature of processing and the information available, the processor must assist the controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
7. the processor must delete or return all personal data to the controller (at the controller’s choice) at the end of the services contract or data processing agreement,

and the processor must also delete existing personal data unless the law requires its storage; and
8. the processor must submit to audits and inspections.
9. the processor must also give the controller whatever information it needs to ensure that both controller and processor are meeting their obligations under Article 28 of the GDPR.

The below details are also required in a data processing agreement and is usually set out in an Appendix for ease of reference:

1. the subject matter of the processing (*does processing include for example erasure, recording, matching conservation of personal data which are required for the service provider to perform the services under the services contract with the controller*);
2. the duration of the processing (*usually this is linked to the duration of the services contract with the supplier, but it may be for a shorter period of time*);
3. the nature and purpose of the processing (*will personal data be processed for a specific purpose and will it be processed via a system or manually*?);
4. the type of personal data involved (*does it include special categories of data or confidential information of the controller?*); and
5. the categories of the data subject (*does the personal data belong to an employee or customer of the controller?*)

IS THERE A SPECIFIC FORMAT FOR A DATA PROCESSING AGREEMENT?

There is no specific format and controllers usually propose their form of data processing agreement when engaging a processor. The essential requirement is that the substance of the data processing agreement meets the legal requirements of the GDPR and then the contracting parties are free to determine the form or layout and any additional clauses that

they may wish to include (e.g data protection indemnities, contacts of data protection officers of either party and procedures for dealing with a personal data breach involving the personal data being the subject of the data processing agreement).

DATA PROCESSING AGREEMENTS IN PRACTICE

Data Processing Agreements vary in complexity depending on the subject matter of the services contract and in practice can take a considerable amount of time for negotiation depending on the relative bargaining strength of the parties to the contract and the financial value of the transaction. Some controllers opt to include the data processing agreement as a part of the services contract while others include it as an Appendix to the services contract. Some examples of data processors include commercial agents such as sale agents OR marketing agents and certain consultancy service providers depending on which party determines the “how” and “why” personal data is processed (ie the data controller) and who acts on those instructions (the data processor).

CLOUD SERVICE PROVIDERS AND DATA PROCESSING AGREEMENTS

Cloud service providers (“CSPs”) now have significant responsibilities as data processors and must act solely on the instructions of the data controller when processing personal data. Currently, most CSPs offer their own standard data processing agreements alongside the Software as a Subscription (SaaS) agreement and these may be non-negotiable by a controller wishing to subscribe to use or access the platform being offered by the CSP (e.g a data controller who wishes to use a customer relationship management to efficiently receive and track its customer requests or complaints).

Many CSPs reserve their right to use personal data for various purposes which have not been agreed with their controller (customer) and this is especially common where cloud services

are provided at no cost by the CSP. Controllers are required to engage data processors who provide sufficient guarantees such personal data will be processed in accordance with the GDPR. Organizations must, therefore, consider whether the use of CSPs will lead to additional complications and risks and, potentially, to infringement of the GDPR.

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile: https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com

Entering the Lebanese Cannabis Market Extra-Jurisdictionally

March 21, 2021

On 20 April 2020, the Lebanese Parliament passed a law permitting the cultivation, trade, research, and use of medical cannabis (the "**Lebanese Cannabis Law"**). Despite an emphasis on the use of cannabis for medical purposes, the Lebanese Cannabis Law permits the use of cannabis for "industrial" purposes as well, which many investors seeking to enter the market can benefit from.

The Lebanese Cannabis Law and Licensing

Article (1) of the Lebanese Cannabis Law states:

"All activities dealing with the cultivation of cannabis

plants for medical and industrial use on Lebanese territory shall be subject to the provisions of this current law.”

Additionally, Article (2) of the Lebanese Cannabis Law defines “*Cannabis Product*” as:

“*each product that includes hemp, including fibers for industrial use, oils, extracts and compounds used for medical, pharmaceutical and industrial purposes.”*

With respect to the definition of “*License*” within Article (2) of the Lebanese Cannabis Law, the Law defines this as:

“*Initial permission according to a decision by the Authority to cultivate a certain amount of cannabis plant for medical or industrial use with the processes that derive therefrom as per specific criteria and conditions, and within a controlled space.”*

The “*Authority*” referenced is the Lebanese Authority for the Cultivation of Cannabis Plants for Medical and Industrial Use. This Authority will be responsible for granting license approvals and will act as the governing body for the medical and industrial cannabis industry in Lebanon.

Once the Authority commences operations, investors will be able to apply for one of the nine licenses available pursuant to Article (17) of the Lebanese Cannabis Law. However, investors can begin their operations immediately in order to get ahead of the Lebanese cannabis market, through one of the various jurisdictions where cannabis has already been legalized.

This will allow investors to commence operations and potentially apply under the five licensee types provided under Article 18 of the Lebanese Cannabis Law. Article 18(3) of the Lebanese Cannabis Law states that one of these licensee types is a foreign company, as follows:

"*Foreign companies specialized in the field of agriculture, industry, storage, export or marketing, that have a license from the country to which they belong to carry out one of the operations specified in the license, and whom shall undertake foreign investment into Lebanon through manufacturing locally, in accordance with the mechanism specified in the relevant applicable laws.*"

The Cannabis Market

Keep in mind, when comparing the cost of producing a gram of cannabis, the cost in Canada is USD 1; in Europe, more than USD 0.50; whilst in Lebanon, the cost is expected to fall between USD 0.18 and USD 0.20. It is also expected that the fertile landmass for the cultivation of cannabis in Lebanon would be beyond 6,000 acres. The conditions and natural factors of the climate, land, and soil in areas like Baalbek-Hermel are optimal to produce cannabis and increase the quality significantly. Lebanon will become one of the competing countries in the cannabis industry in cost, production, and quality.

The cannabis industry is growing rapidly, with annual market values expected to reach USD 30 billion by 2025; and with more nations legalizing the plant (for recreational and medical purposes), this value is growing by the day. This not only evidences the potential profits investors could generate from embedding themselves into the industry, but it also indicates the number of players currently dominating the global market. As such, investors wishing to make a significant impact in a short span of time can find themselves benefiting from tapping into the embryonic market of the Lebanese medical cannabis industry.

THC Levels in Industrial Cannabis

Moreover, when discussing the "*criteria and conditions*" for the cannabis plant, the Lebanese Cannabis Law does not specify

said conditions but rather, stipulates that the rate of tetrahydrocannabinol ("**THC**") in the cannabis plant will be "*determined as the Authority decides based on international standards*".

There are currently 779 cannabis strains that have been named and recognized by the international cannabis industry. The internationally approved standard for the levels of THC in these strains for industrial use is 0.3%. The European Union and the United States permit a THC rate of 0.3% for industrial cannabis, with the European Union considering a cannabis plant with less than 0.3% of THC as an agricultural commodity; whereas Colombia permits a THC rate of 1.0% and Switzerland permits 1.5% for industrial cannabis.

Difference between Industrial Cannabis and Medical Cannabis

Industrial cannabis is technically from the same species of plant that is used for medical cannabis; however, it is from a different variety/subspecies. As mentioned above, industrial cannabis has low THC levels compared to cannabis specifically cultivated for medicinal use. The reason for the low THC content is that most THC is formed in resin glands on the buds and flowers of the female cannabis plant. Industrial cannabis is not cultivated to produce these buds; the focus is on the stalk which produces the fibers. These fibers are in turn used to produce an insurmountable number of products such as insulation for construction works, clothing, cosmetics and skincare, cooking oil, biofuel, and more.

On the other hand, medical cannabis is grown with the purpose of producing flowers/buds which are in turn are used to utilize THC or cannabidiol ("**CBD**"). These buds produce THC or CBD that contain enough of those cannabinoids and other compounds, such as terpenoids, to render them medically effective; this is known as the entourage effect. At higher levels THC can become psychoactive; however, the THC can be necessary to produce optimal medical effects.

Whereas industrial cannabis does not contain significant THC or CBD, medical cannabis does, as it can be a natural pain reliever, for anti-inflammatory properties, and used to treat many ailments such as arthritis, insomnia, anxiety, chronic pain, fibromyalgia, and epilepsy.

Conclusion

Both industrial and medical cannabis are multifunctional products that aid us in all spheres of life. However, we will have to wait and see what the Authority sets the THC levels of industrial cannabis at. Depending on the avenue investors want to take, they can either deal in industrial cannabis by selling cannabis with THC levels within the 0.3% range or medical cannabis with THC levels higher. Either way, both will result in substantial profits for the investors.

Author: Mahmoud Abuwasel
Title: Partner – Disputes
Email: mabuwasel@waselandwasel.com
Profile: https://waselandwasel.com/about/mahmoud-abuwasel/

Lawyers and consultants.
Tier-1 services since 1799.
www.waselandwasel.com
business@waselandwasel.com