

APPENDIX 5.2

PRINCIPAL INSTITUTIONS' MODEL ARBITRATION CLAUSES

CAS – Court of Arbitration for Sport

“Any dispute arising from or related to the present contract will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration.”

Optional explanatory phrases:

“The Panel will consist of one [or three] arbitrator(s).”

“The language of the arbitration will be ...”

DIAC – Dubai International Arbitration Centre

“Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules (‘the Rules’), by one or more arbitrators appointed in compliance with the Rules.”

DIS – German Institution of Arbitration

“All disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law.”

The following points, particularly in the case of a foreign element, should be considered:

- “The place of arbitration is ...”
- “The number of arbitrators is ...”
- “The language of the arbitral proceedings is ...”
- “The applicable substantive law is ...”

HKAC – Hong Kong International Arbitration Centre

“Any dispute, controversy or claim arising out of or relating to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules.”

Optional phrase:

"The number of arbitrators shall be ... (*one or three*). The arbitration proceedings shall be conducted in ... (*insert language*)."

ICC – International Chamber of Commerce

"All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules."

ICDR – International Centre for Dispute Resolution

"Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules."

or

"Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules."

The parties should consider adding:

- (a) "The number of arbitrators shall be (one or three)";
- (b) "The place of arbitration shall be (city and/or country)"; or
- (c) "The language(s) of the arbitration shall be _____".

ICSID – International Centre for Settlement of Investment Disputes

"The [Government]/[name of constituent subdivision or agency] of name of Contracting State (hereinafter the 'Host State') and name of investor (hereinafter the 'Investor') hereby consent to submit to the International Centre for Settlement of Investment Disputes (hereinafter the 'Centre') any dispute arising out of or relating to this agreement for settlement by [arbitration]/[conciliation followed, if the dispute remains unresolved within time limit of the communication of the report of the Conciliation Commission to the parties, by arbitration] pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (hereinafter the 'Convention')."

LCIA

"Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be [one/three].

The seat, or legal place, of arbitration shall be [City and/or Country].

The language to be used in the arbitral proceedings shall be [].

The governing law of the contract shall be the substantive law of [].”

SCC – Arbitration Institute of the Stockholm Chamber of Commerce

“Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”

Recommended additions:

“The arbitral tribunal shall be composed of three arbitrators/a sole arbitrator.”

“The seat of arbitration shall be [...].”

“The language to be used in the arbitral proceedings shall be [...].”

“This contract shall be governed by the substantive law of [...].”

SIAC – Singapore International Arbitration Centre

“Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (‘SIAC Rules’) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of [one/three] arbitrator(s).

The language of the arbitration shall be [state language].”

SWISS – Swiss Rules of International Arbitration

“Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be ... (one or three);

The seat of the arbitration shall be ... (name of city in Switzerland, unless the parties agree on a city abroad);

The arbitral proceedings shall be conducted in ... (insert desired language).”

VIAC – Vienna International Arbitration Centre

“All disputes arising out of this contract or related to its violation, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with these Rules.”

Appropriate supplementary provisions:

- a) “The number of arbitrators shall be ... (one or three)”;
- b) “The substantive law of ... shall be applicable”;
- c) “The language to be used in the arbitral proceedings shall be ...”

WIPO – World Intellectual Property Organisation Arbitration and Mediation Centre

“Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of [three arbitrators][a sole arbitrator]. The place of arbitration shall be [specify place]. The language to be used in the arbitral proceedings shall be [specify language]. The dispute, controversy or claim shall be decided in accordance with the law of [specify jurisdiction].”