

APPENDIX 5.3

OTHER INSTITUTIONS' MODEL ARBITRATION CLAUSES

Australia – Australian Centre for International Commercial Arbitration (ACICA)

“Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia [or choose another city]. The language of the arbitration shall be English [or choose another language]. The number of arbitrators shall be one [or three, or delete this sentence and rely on Article 8 of the ACICA Arbitration Rules].”

Belgium – Belgian Centre for Mediation and Arbitration (CEPANI)

“Any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules.”

The following provisions may be added to this clause:

“The arbitral tribunal shall be composed of (one) or (three) arbitrators”

“The seat of the arbitration shall be (town or city)”

“The arbitration shall be conducted in the (...) language”

“The law governing the contract shall be the law of (...)”

Czech Republic – Arbitration Court attached to the Economic Chamber and Agricultural Chamber

“All disputes arising from this contract and in connection with it shall be finally decided in arbitration proceedings before the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic in Prague (or in a court branch)

- i. by three arbitrators appointed in accordance with its Rules.
- ii. by one arbitrator appointed in accordance with its Rules.
- iii. by one or three arbitrator(s) appointed in accordance with its Rules on the understanding that the arbitration proceedings shall be held on hand of written evidence only without oral hearings.
- iv. by one or three arbitrator(s) appointed in accordance with its Rules. Both parties have agreed that the arbitral award shall be rendered without reasons being given for the award in writing.

- v. by an arbitration tribunal consisting of three members to be appointed in accordance with its Rules. Both parties do confer the power on arbitrators to decide the dispute *ex aequo et bono*.”

Egypt – Cairo Regional Centre for International Commercial Arbitration (CRCICA)

“Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the Cairo Regional Centre for International Commercial Arbitration.

Note – Parties should consider adding:

- a. The number of arbitrators shall be ... (one or three);
- b. The place of arbitration shall be ... (town and country);
- c. The language to be used in the arbitral proceedings shall be ...

Note – Parties may consider adding:

The time limit within which the arbitral tribunal shall make its final award shall be ...”

England and Wales – Chartered Institute of Arbitrators (CIArb)

“Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators.”

France – Association Française d’Arbitrage (AFA)

“Any dispute or disagreement arising out of or in connection with this contract shall be submitted to arbitration in accordance with the Rules of the Association Française d’Arbitrage which the parties declare to have accepted.”

Hungary – Court of Arbitration Attached to the Hungarian Chamber of Commerce and Industry

“The parties agree that all disputes arising from or in connection with the present contract, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry (Budapest) in accordance with its own Rules of Proceedings.”

Parties may wish to consider adding:

“The number of arbitrators shall be ...”;

“The applicable law shall be ...”;

“The language(s) to be used in the arbitral proceedings shall be ...”

Italy – Chamber of Arbitration of Milan (CAM)

“Any dispute arising out of or related to the present contract shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the Rules), by a sole arbitrator / three arbitrators **, appointed in accordance with the Rules.”

** alternative choice, to be made considering the circumstances of the case and, inter alia, the value of the dispute.

JAMS

“Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of [three arbitrators/one arbitrator]. The place of arbitration will be [location]. The language to be used in the arbitral proceedings will be [language]. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.”

The Netherlands – Netherlands Arbitration Institute (NAI)

“All disputes arising in connection with the present contract, or further contracts resulting therefrom, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute.”

Additionally, various matters may be provided for:

“The arbitral tribunal shall be composed of one arbitrator/three arbitrators.

The place of arbitration shall be (city).

The arbitral procedure shall be conducted in the language.

Consolidation of the arbitral proceedings with other arbitral proceedings pending in the Netherlands, as provided in Section 1046 of the Netherlands Code of Civil Procedure, is excluded.”

PCA – Permanent Court of Arbitration

1. “Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this contract, including its existence, validity or termination, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties, as in effect on the date of this agreement.”

Parties may wish to consider adding:

2. "The number of arbitrators shall be . . . [insert 'one' or 'three'].
3. The language(s) to be used in the arbitral proceedings shall be . . . [insert choice of one or more languages].
4. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration.
5. The place of arbitration shall be . . . [insert city and country].
6. This agreement to arbitrate constitutes a waiver of any right to immunity from execution to which a party might otherwise be entitled with respect to the enforcement of any award rendered by an arbitral tribunal constituted pursuant to this agreement."

Poland – Court of Arbitration at the Polish Chamber of Commerce in Warsaw

"Any disputes resulting from or related to this contract are to be settled by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw pursuant to the Rules of this Court".

Romania – The Court of International Commercial Arbitration

"Any dispute under or related to this agreement, including with respect to the execution, performance or termination hereof, shall be settled by means of arbitration, by the Court of International Commercial Arbitration of the Romanian Chamber of Commerce and Industry, in compliance with the Court Organization and operation rules, with the Court procedural rules, with art. 4 of the European Convention on International commercial arbitration, signed in Geneva, on April 21st, 1961."

Russian Federation – The International Commercial Arbitration Court of the Chamber of Commerce and Industry (ICAC)

"Any dispute, controversy or claim which may arise out of or in connection with the present contract (agreement), or the execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its Rules."