

JAMS INTERNATIONAL MODEL ARBITRATION CLAUSES

Model Arbitration Clause

"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][a sole arbitrator]. The seat of the 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 by any court having jurisdiction thereof."

Submission Agreement

"We, the undersigned parties, hereby agree that the following dispute will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules:

[Brief description of the dispute]

"The seat of the 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 by any court having jurisdiction thereof."

UNCITRAL MODEL ARBITRATION CLAUSE

ANNEX

Model arbitration clause for contracts

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 UNCITRAL Arbitration Rules.

Note. Parties should consider adding:

- (a) The appointing authority shall be ... [name of institution or person];
- (b) The number of arbitrators shall be ... [one or three];
- (c) The place of arbitration shall be ... [town and country];
- (d) The language to be used in the arbitral proceedings shall be

Possible waiver statement

Note. If the parties wish to exclude recourse against the arbitral award that may be available under the applicable law, they may consider adding a provision to that effect as suggested below, considering, however, that the effectiveness and conditions of such an exclusion depend on the applicable law.

Waiver

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

ICC MODEL ARBITRATION CLAUSES

Standard arbitration clauses

ICC provides standard arbitration clauses, which may be used by parties without modification or modified as may be required by any applicable law or according to the parties' preferences.

Arbitration

"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."

If the parties do not want the Emergency Arbitrator Provisions of the 2012 Rules ([see the page explaining the Emergency Arbitrators Provisions](#)) to apply, they must expressly opt out by using the following arbitration clause:

Arbitration without emergency arbitrator

"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. The Emergency Arbitrator Provisions shall not apply."

The parties may also wish to stipulate in the arbitration clause:

- the law governing the contract;
- the number of arbitrators;
- the place of arbitration; and/or
- the language of the arbitration.

In principle, parties should also always ensure that the arbitration agreement is in **writing** and **carefully and clearly drafted**.

Adaptation of the clauses to particular circumstances

The standard clause can be modified in order to:

- Take account of the requirements of national laws and any other special requirements that the parties may have. In particular, parties should always check for any mandatory requirements at the place of arbitration and potential place(s) of enforcement.

For example, it is prudent for parties wishing to have an ICC arbitration in Mainland China to include in their arbitration clause an explicit reference to the ICC International Court of Arbitration.

The following language is suggested for this purpose:

"All disputes arising out of or in connection with the present contract shall be submitted to the

International Court of Arbitration of the International Chamber of Commerce and 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."

- Make special arrangements where the contract or transaction involves more than two parties
- Combine several ICC dispute resolution services

Combined and multi-tiered dispute resolution clauses may help to facilitate dispute management and reduce time and costs.

Arbitration can be combined with:

- [Pre-arbitral referee procedure](#)
- [Mediation](#)
- [Expertise](#)
- [Dispute Boards,](#)

and virtually any other form of ADR.



Guide to Drafting International Dispute Resolution Clauses

Introduction

Arbitration, mediation and other alternatives to litigation are most frequently accessed by reference to a “future disputes” clause in a commercial contract. The following “Model” dispute resolution clauses, accompanied by short commentary, are intended to assist contracting parties in drafting alternative dispute resolution (ADR) clauses. Parties with questions regarding drafting an International Centre for Dispute Resolution® (ICDR®) clause should email ICDR at websitemail@adr.org or contact their regional ICDR or AAA® office for assistance (see ICDR contact details at end of document).

Several cautionary notes at the outset: Too often, discussion regarding the dispute resolution clause of the contract is left until the close of negotiation. Best practice is to consider the matter of problem solving and dispute resolution early in the negotiation, so providing a positive environment for further negotiation and avoiding the undue pressure of a closing deadline. In any case, each and every commercial relationship is unique. Contracting parties are well advised to seek appropriate guidance when drafting such clauses.

Model “Short Form” Arbitration Clause

The short form arbitration clause below will guide the parties through all the major aspects of international arbitration. Incorporating by reference a modern set of arbitral procedures which meet the expectations of the parties in international arbitration proceedings, the short form clause serves as an excellent starting point for the drafter, with additional language added only as necessary to either address particular needs of the contract or to emphasize certain powers of the tribunal. Incorporation of the short form clause provides for the following critical aspects of the arbitral process:

- Notice Requirements
- Form of Claim and/or Counterclaim
- Interim and/or Emergency Relief
- Appointment of the arbitral tribunal,
- Arbitrators’ Conflicts of Interest
- Scheduling
- Place of Arbitration
- Jurisdiction—Powers of the Tribunal
- Conduct of the Arbitration—The Taking of Evidence
- Proceedings in the Absence of a Party’s Participation
- Costs
- The Form and Effect of the Award



All references to arbitration rules in this guide, excepting the reference to ICDR administration under UNCITRAL Rules, are to the International Arbitration Rules of the ICDR. ICDR also administers cases under various American Arbitration Association® (AAA) Rules where the parties have provided for those Rules in their contract. See www.adr.org for further information and a separate drafting guide.

The ICDR offers the following short form standard clause for International Commercial Contracts:

“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.”

The parties should consider adding:

- *“The number of arbitrators shall be (one or three)”;*
- *“The place of arbitration shall be [city, (province or state), country]”;*
- *“The language(s) of the arbitration shall be ____.”*

As the ICDR is a division of the American Arbitration Association, albeit with separate administrative offices, its own roster of arbitrators and mediators and a unique set of arbitration rules which meet international expectations, contracting parties may also use the following short form standard clause for international Commercial Contracts:

“Any controversy or claim arising out of or relating to this contract, or a 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:

- *“The number of arbitrators shall be (one or three)”;*
- *“The place of arbitration shall be [city, (province or state), country]”;*
- *“The language(s) of the arbitration shall be ____.”*

Model “Step” Dispute Resolution Clauses

Contracting parties may wish to include a provision requiring negotiation or mediation before arbitration is initiated. Such clauses, which are often referred to as “step-clauses”, are particularly appropriate where the parties have a long-standing and on-going commercial relationship, and where there may be factors to consider other than the narrow scope of a particular dispute. While those factors are missing in a commercial relationship arising out of a single transaction, it is the rare case that would not benefit from settlement discussions.



A legitimate concern about the use of “step clauses” is the potential for a party to unnecessarily delay an adverse decision. However, this problem can be addressed by providing time limits on each step. These limits are, at best, an educated guess regarding appropriate timing for negotiations or a mediation to be completed by the disputing parties. Alternatively, the clause might be drafted to allow each party to demand arbitration without recourse to the previous step(s), or by permitting mediation and arbitration to proceed concurrently. Otherwise, having agreed to a series of conditions precedent, parties should be prepared to go through each required dispute resolution process.

There are various examples of “step-clauses”. They may require parties to seek resolution of the dispute by negotiation and/or mediation before resorting to arbitration.

For the benefit of parties drafting commercial contracts who wish to include an express obligation to seek resolution of disputes by negotiation and/or mediation prior to arbitration, the International Centre for Dispute Resolution (ICDR) offers the following model Negotiation-Arbitration, Mediation-Arbitration, and Negotiation-Mediation-Arbitration “step” clauses:

Negotiation-Arbitration Clause

“In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 60 days, then, upon notice by any party to the other(s), any unresolved controversy or claim shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with the provisions of its International Arbitration Rules.”

The parties should consider adding:

- *“The number of arbitrators shall be (one or three)”;*
- *“The place of arbitration shall be [city, (province or state), country]”;*
- *“The language(s) of the arbitration shall be ____.”*

The model negotiation-arbitration clause above provides a single negotiation “step”. Parties sometimes provide multiple steps, by way of an “issue escalation” clause, in an attempt to encourage the surfacing and resolution of problems quickly during an ongoing project. Again, parties in those circumstances should be careful to provide time frames for moving the negotiation to the next level to avoid delay.

Mediation-Arbitration Clause

Use of the Mediation process is growing globally. In mediation, parties are free to negotiate business solutions not constrained by law or contract. Parties to ICDR/AAA administered mediations have historically enjoyed a settlement rate exceeding 85%.



Increasingly, parties perceive that mediation is more effective if an unresolved dispute is to be followed, and resolved, by arbitration. Since the requirement to mediate may be seen as a condition precedent to arbitration, a deadline should be established allowing parties to move from mediation to arbitration if necessary to avoid delay.

The ICDR Model “Step-Clause” for mediation-arbitration is as follows:

“In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.”

The parties should consider adding:

- “The number of arbitrators shall be (one or three)”;
- “The place of arbitration shall be [city, (province or state), country]”;
- “The language(s) of the arbitration shall be ____.”

It should be noted that parties could agree to mediate at any time, even in the absence of a future disputes clause providing for mediation. Indeed, disputing parties frequently find that mediation is particularly effective when conducted against the deadline of a pending arbitration hearing.

Model Negotiation-Mediation-Arbitration: Clause

Parties to commercial contracts, most particularly those involving strategic commercial relationships, will sometimes provide for both negotiation and mediation as precursors to arbitration. The intent is that the parties should try to solve the problem themselves first, and, if that proves difficult, utilize the services of a third party mediator, before resorting to a third party decision-maker/arbitrator.

Once again, time limits or an opt-out provision should be considered to avoid delay tactics.

The ICDR Model “Step-Clause” for Negotiation-Mediation-Arbitration is as follows:

“In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by notice to the other party and the International Centre for Dispute Resolution, demand mediation under the Mediation Rules of the International Centre for Dispute Resolution. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to



this contract shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules."

The parties should consider adding:

- *"The number of arbitrators shall be (one or three)";*
- *"The place of arbitration shall be [city, (province or state), country]";*
- *"The language(s) of the arbitration shall be ____."*

Model Concurrent Arbitration-Mediation Clause

Some parties prefer not to obligate themselves to mediate as a condition precedent to the filing of arbitration. They could be concerned that early mediation will not allow them sufficient time to understand the case, so making negotiation more perilous. That said, not providing for mediation in the dispute resolution clause may result in a lost opportunity to make clear the parties' preference for a negotiated settlement. With those countervailing concerns in mind, ICDR has developed a model "Concurrent Arbitration-Mediation" Clause. The Clause obligates the parties to mediate, but does so after the initiation of arbitration, when the parties are presumably more informed regarding both the matters in dispute and their respective needs and interests.

The ICDR Model Concurrent Arbitration-Mediation Clause is as follows:

"Any controversy or claim arising out of or related to this contract, or a breach thereof, shall be resolved by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. Once the demand for arbitration is initiated, the parties agree to attempt to settle any controversy or claim arising out of or relating to this contract or a breach thereof by mediation administered by the International Centre for Dispute Resolution under its International Mediation Rules. Mediation will proceed concurrently with arbitration and shall not be a condition precedent to any stage of the arbitration process."

The parties should consider adding:

- *"The number of arbitrators shall be (one or three)";*
- *"The number of mediators shall be (one or two)";*
- *"The place of arbitration shall be [city, (province or state), country]";*
- *"The place of mediation shall be [city, (province or state), country]";*
- *"The language(s) of the arbitration shall be ____."*
- *"The language(s) of the mediation shall be ____."*



Model Stand-Alone Mediation Clause

Parties can adopt mediation as a stand-alone dispute settlement procedure. In the event that mediation does not result in settlement, the parties can agree to utilize other dispute resolution procedures or default to national courts for the resolution of their dispute.

The ICDR Model Stand-Alone Mediation Clause is as follows:

"In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure."

The parties should consider adding:

- *"The number of mediators shall be (one or two)";*
- *"The place of mediation shall be [city, (province or state), country]";*
- *"The language(s) of the mediation shall be ____."*

Appointment of Arbitral Tribunal—Party-Appointed Arbitrator Clause

For parties and their counsel, the appointment of the arbitral tribunal is arguably the single most critical issue in arbitration. Unless parties provide otherwise, the ICDR uses a list selection process for arbitrator appointments. The other notable method for arbitrator selection is the party-appointed selection process. The ICDR will follow whatever method of appointment is provided by the parties' agreement. The ICDR International Arbitration Rules require that all arbitrators, regardless of method of appointment, shall be impartial and independent. For cases with multiple claimants or respondents, unless the parties have agreed otherwise, the ICDR will make all appointments.

There is no need to mention any arbitrator selection method in the arbitration clause if the parties wish to use the ICDR's list selection process. One perceived advantage of the list selection method is that it eliminates the need for any *ex parte* contact between parties and arbitrators. The ICDR begins the list selection process by consulting with the parties regarding arbitrator qualifications. After consultation, the ICDR sends an identical list of names along with their corresponding Curriculum Vitae to the parties with an invitation to strike unacceptable arbitrators, rank order the remaining arbitrators in order of preference and return the list to the ICDR. The ICDR appoints the presiding arbitrator or tribunal from the closest mutual preference of the parties.

As an alternative to the list-selection process, parties can agree to use the party-appointed method of appointment. The perceived advantage of the party-appointed method is that with direct appointment of an arbitrator each party will



have increased confidence in the tribunal. Parties who wish to use the party-appointed method should consider adding the following language to their arbitration clause:

"Within [30] days after the commencement of arbitration, each party shall appoint a person to serve as an arbitrator. The parties shall then appoint the presiding arbitrator within [20] days after selection of the party appointees. If any arbitrators are not selected within these time periods, the International Centre for Dispute Resolution shall, at the written request of any party, complete the appointments that have not been made."

Limitations on Time and Information Exchange

The parties may agree to amend the rules to suit their particular needs. For example, they may wish to restrict or expand time limits provided for in the ICDR International Arbitration Rules, limit information exchanges or change other aspects of the process. They may do so by addressing those issues in their dispute resolution clause.

The following clause limits the time frame in arbitration:

"The award shall be rendered within [9] months of the commencement of the arbitration, unless such time limit is extended by the arbitrator."

The parties should be wary of the dangers inherent in setting artificial deadlines. If time frames can't be met, the ability to enforce the award may be compromised. The alternative clause set forth below addresses the consequences of a "late" arbitration.

"It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within [120] days from the date the arbitrator(s) are appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award."

The parties may limit information exchange by using the following clause:

"Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant, non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its case, carried out expeditiously."

There is a danger in limiting the exchange of information at the time of contracting. In the event that more information exchange would be advantageous to a party in a particular dispute, that additional evidence cannot be taken without further agreement.

The parties should always exercise caution when restricting arbitration procedures and arbitral authority. Doing so may prevent international arbitrators from doing what they usually do so well, managing the process according to the immediate needs of the parties.



Confidentiality Clause

The type of contract may also call for additional language. So, for example, parties to an exclusive information contract or sensitive technology contract may wish to consider a confidentiality provision in their agreement. Parties to international contracts frequently mistake privacy, which is a standard feature of international commercial arbitration, for the obligation to maintain confidentiality, which absent party agreement under the ICDR International Arbitration Rules will extend only to the arbitrator and the ICDR. Parties should also be aware of the limits of party agreement to confidentiality as regards non-signatories to the agreement such as witnesses and the requirements of law otherwise.

The ICDR Model Confidentiality Clause is as follows:

"Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties."

Other Drafting Considerations

Contracting parties might also consider adding language to address specific procedural or remedial concerns. So, for example, notwithstanding the availability of emergency and interim relief under ICDR International Arbitration Rules, parties may wish to underscore their expectation that such relief will be available by providing language to that effect in the dispute resolution clause.

The ICDR Administration under the UNCITRAL Arbitration Rules

Certain parties, including most especially nation states, may feel more comfortable in contracting for application of the UNCITRAL Arbitration Rules. The ICDR is particularly well suited to providing administrative assistance in connection with the UNCITRAL Arbitration Rules. The ICDR International Arbitration Rules were originally drafted, in 1986, using the UNCITRAL Arbitration Rules as a model. Providing for ICDR administration can add significant value, especially as regards the establishment of the tribunal, scheduling and numerous other administrative concerns.

The ICDR offers the following model for providing administered UNCITRAL procedures.

"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 UNCITRAL Arbitration Rules in effect on the date of this contract."

The appointing authority shall be the International Centre for Dispute Resolution.

The case shall be administered by the International Centre for Dispute Resolution in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules".



The parties should consider adding:

- *"The number of arbitrators shall be (one or three)";*
- *"The place of arbitration shall be [city, (province or state), country]";*
- *"The language(s) of the arbitration shall be ____."*

The ICDR offers the following model where parties seek to have ICDR act as the appointing authority only under UNCITRAL procedures.

"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 UNCITRAL Arbitration Rules in effect on the date of this contract.

The appointing authority shall be the International Centre for Dispute Resolution."

The parties should consider adding:

- *"The number of arbitrators shall be (one or three)";*
- *"The place of arbitration shall be [city, (province or state), country]";*
- *"The language(s) of the arbitration shall be ____."*

A Final Word

It must be emphasized that a poorly drafted arbitration clause may result in a "pathological" dispute resolution clause, which is worse than no clause at all.

For further information regarding dispute resolution clauses as well as general information regarding the ICDR rules and services, email the ICDR at websitemail@adr.org or contact the ICDR Executives identified below.

ICDR CONTACT DETAILS

Asia

Michael Lee

T: +65 6227 2879

E: LeeM@adr.org

Latin America, United States

Luis Martinez

T: +1 212 716 5833

E: MartinezL@adr.org

Europe, Middle East, and Africa

Richard Naimark

T: +1 212 716 3931

E: NaimarkR@adr.org

North America

Steve Andersen

T: +1 619 813 2889

E: AndersenS@adr.org

IV Clauses for Use in Specific Contexts

The following clauses, which also can provide for periods of negotiation and/or mediation prior to arbitration, may be considered for use in specific contexts. The checklist of considerations in Section I above also should be consulted.

A Clauses for Use in International Disputes

The International Centre for Dispute Resolution (ICDR), the international division of the American Arbitration Association, administers international commercial cases under various arbitration rules worldwide. The ICDR administers cases under its own International Dispute Resolution Procedures, various AAA rules, the Commercial Arbitration and Mediation Center for the Americas (CAMCA) Rules, the Rules of the Inter-American Commercial Arbitration Commission (IACAC) and the UNCITRAL Arbitration Rules. Under Article 1 of the International Arbitration Rules, parties may designate either the ICDR or the AAA in the arbitration clause for the purposes of naming an administrative agency and conferring proper jurisdiction to the ICDR or the AAA. Following are samples of arbitration clauses pertinent to international disputes.

- INTL 1** Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.
- INTL 2** Any dispute, controversy, or claim arising out of or relating to this contract, or the breach thereof, shall be finally settled by arbitration administered by the Commercial Arbitration and Mediation Center for the Americas in accordance with its rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- INTL 3** Any dispute, controversy, or claim arising from or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Procedure of the Inter-American Commercial Arbitration Commission in effect on the date of this agreement.
- INTL 4** 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 under the UNCITRAL Arbitration Rules in effect on the date of this contract. The appointing authority shall be the International Centre for Dispute Resolution. The case shall be administered by the International Centre for Dispute Resolution under its Procedures for Cases under the UNCITRAL Arbitration Rules.

The parties should consider adding a requirement regarding the number of arbitrators appointed to the dispute and designating the place and language of the arbitration. The parties may also submit an international dispute under the AAA's commercial and other specialized arbitration rules. Those procedures do not supersede any provision of the applicable rules but merely codify various procedures customarily used in international arbitration. Included among them are provisions specifying the neutrality of arbitrators, consecutive hearing days, the language of hearings, and opinions. The thrust of the procedures is to expedite international proceedings and keep them as economical as possible.

For strategic or long-term commercial international contracts, the parties may wish to provide a "step" dispute resolution process encouraging negotiated solutions, or mediation in advance of arbitration or litigation. A model step clause and mediation clause follow.

INTL 5 In the event of any controversy or claim arising out of or relating to this contract, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by notice to the other party and the International Centre for Dispute Resolution, demand mediation under the International Mediation Procedures of the International Centre for Dispute Resolution. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.

INTL 6 In the event of any controversy or claim arising out of or relating to this contract, the parties hereto agree first to try and settle the dispute by mediation administered by the International Centre for Dispute Resolution under its rules before resorting to arbitration, litigation, or some other dispute resolution technique.

Usually, the effective management of time and expense in arbitration is best left in the hands of experienced case managers and arbitrators. Occasionally, however, parties wish to ensure that matters are resolved in a minimum of time and without recourse to the expense and time necessitated by common law methods of pre-hearing information exchange. The clauses that follow limit the time frame of arbitration (clauses presented in the alternative) and the amount of pre-hearing information exchange available to the parties. One word of caution: once entered into, these clauses will limit the arbitrator's authority to mold the process to the specific dictates of the case.

INTL 7 The award shall be rendered within nine months of the commencement of the arbitration, unless such time limit is extended by the arbitrator.

Alternative

It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 60 days from the date the arbitrator(s) are appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

INTL 8 Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

Enforcement of international awards is facilitated by the 1958 UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention"), which has been ratified by approximately 150 nations, and facilitated in this hemisphere by the Inter-American Convention on International Commercial Arbitration (the "Panama Convention").

B. Clauses for Use in Construction Disputes

The AAA Construction Industry Arbitration Rules and Mediation Procedures are designed to expedite the dispute resolution process and help the AAA be more responsive to the needs of the construction industry. The rules contain a "fast track" arbitration system for cases involving claims of less than \$75,000; enhancements to the "regular track" rules; and a Large, Complex Construction case track for use in cases involving claims of at least \$500,000. The parties can provide for arbitration of future disputes by inserting the following clause into their contracts.

CONST 1 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

CONST 2 We, the undersigned parties, hereby agree to submit to arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules the following controversy: (cite briefly). We further agree that the controversy be submitted to (one) (three) arbitrator(s). We further agree that we will faithfully observe this agreement and the rules, and that a judgment of any court having jurisdiction may be entered on the award.

LCIA

Recommended Clauses

Future disputes

For contracting parties who wish to have future disputes referred to arbitration under the LCIA Rules, the following clause is recommended. Words/spaces in square brackets should be deleted/completed as appropriate.

"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 []."

Existing disputes

If a dispute has arisen, but there is no agreement between the parties to arbitrate, or if the parties wish to vary a dispute resolution clause to provide for LCIA arbitration, the following clause is recommended. Words/spaces in square brackets should be deleted/completed as appropriate.

"A dispute having arisen between the parties concerning [], the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules.

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 [is/shall be] the substantive law of []. "

Modifications to Recommended Clauses

The LCIA Secretariat will be pleased to discuss any modifications to these standard clauses. For example, to provide for party nomination of arbitrators or for expedited procedures.

Mediation and other forms of ADR

Recommended clauses and procedures for Mediation, for Expert Determination, for

Adjudication, and for other forms of ADR, to be administered by the LCIA, or in which the LCIA is to act as appointing authority, are available on request from the LCIA Secretariat.

SIAC MODEL CLAUSE

In drawing up international contracts, we recommend that parties include the following arbitration clause:

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 administered by the Singapore International Arbitration Centre ("SIAC") 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 seat of the arbitration shall be [Singapore].*

The Tribunal shall consist of _____ ** arbitrator(s).

The language of the arbitration shall be _____.

APPLICABLE LAW

Parties should also include an applicable law clause. The following is recommended:

This contract is governed by the laws of _____.***

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace "[Singapore]" with the city and country of choice (e.g., "[City, Country]").

** State an odd number. Either state one, or state three.

*** State the country or jurisdiction.

EXPEDITED PROCEDURE MODEL CLAUSE

In drawing up international contracts, we recommend that parties include the following arbitration clause:

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 administered by the Singapore International Arbitration Centre ("SIAC") 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 parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules.

The seat of the arbitration shall be [Singapore].*

The Tribunal shall consist of one arbitrator.

The language of the arbitration shall be _____.

APPLICABLE LAW

Parties should also include an applicable law clause. The following is recommended:

This contract is governed by the laws of _____.**

** Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace "[Singapore]" with the city and country of choice (e.g., "[City, Country]").*

*** State the country or jurisdiction.*

SIAC-SIMC Arb-Med-Arb Model Clause ("Arb-Med-Arb Clause")

Arb-Med-Arb is a process where a dispute is first referred to arbitration before mediation is attempted. If parties are able to settle their dispute through mediation, their mediated settlement may be recorded as a consent award. The consent award is generally accepted as an arbitral award, and, subject to any local legislation and/or requirements, is generally enforceable in approximately 150 countries under the New York Convention. If parties are unable to settle their dispute through mediation, they may continue with the arbitration proceedings.

Parties wishing to take advantage of this tiered dispute resolution mechanism as administered by SIAC and SIMC, may consider incorporating the following Arb-Med-Arb Clause in their contracts:

The Singapore Arb-Med-Arb Clause

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 administered by the Singapore International Arbitration Centre ("SIAC") 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 seat of the arbitration shall be [Singapore].*

The Tribunal shall consist of _____ ** arbitrator(s).

The language of the arbitration shall be _____.

The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre (“SIMC”), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

** Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace “[Singapore]” with the city and country of choice (e.g., “[City, Country]”).*

*** State an odd number. Either state one, or state three.*

