

# OUTLINE OF AN ARBITRATION AWARD

- I. INTRODUCTION** (Including introductory language setting forth a summary of the transaction, e.g. “This dispute arises out of a Share Purchase Agreement dated June 1, 2009 (“the SPA”) in which the Claimant, ABC Corp. (“ABC”) sold all of the outstanding stock of Big Company, Ltd. (“BIG”) to XYZ Ltd. (“XYZ”)

This matter came to arbitration by reason of Section 45 of the SPA that provided [quote the arbitration clause].

Section 46 of the SPA provides that the SPA is to be construed and interpreted in accordance with the internal laws of the State of New York. (or whatever)

- II. PARTIES AND COUNSEL** (For example, ABC Corp. is a Delaware corporation. It was represented by \_\_\_\_\_ of the firm of \_\_\_\_\_. XYZ Corp. is a company organized and existing under the laws of the France. XYZ was represented by \_\_\_\_\_ of the firm of \_\_\_\_\_.

**III. PROCEDURAL HISTORY**

- IV. THE DISPUTES** (sometimes called ISSUES FOR DETERMINATION). For example,

- A. Buyer claims that Seller, prior to the Closing, failed to pay taxes when due thus breaching the representation and warranty set forth in Section 32(a) of the SPA (“the Tax Claim”);
- B. Buyer claims that Seller also breached the representation and warranty found in Section 32(f) of the SPA by failing to pay pension contributions up to the date of Closing (“the Pension Claim”).
- Etc. etc.

**V. ANALYSIS (Claim by Claim)**

**VI. RELIEF AWARDED** (Clearly stating who gets what; must deal in some way with interest if there is a monetary award; must deal with costs that include two separate elements: (i) administrative costs of the provider organization, such as JAMS or the AAA) and arbitrator's fees and (ii) attorneys' fees which may or may not be granted depending upon the facts, the pleadings, and/or the contract language. Finally, there is a statement to the effect that "This Award is in full settlement of all claims submitted by the parties in this arbitration. All claims not expressly granted herein are hereby denied" – If fees and costs are left for later determination, the Award is called an INTERIM AWARD.

**VII. DATE AND SIGNATURE(S) OF THE ARBITRATOR(S).** If a Convention Award, you must also recite the place of arbitration (the place set forth in the contract—not the agreed place of the hearings).