

INTERNATIONAL ARBITRATION CLAUSES

Clause referring future disputes to arbitration under the Rules of the 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 Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause.

- (i) The number of arbitrators shall be ... (one or three)
- (ii) The place of arbitration shall be ... (City or Country)
- (iii) The language to be used in the arbitral proceedings shall be ...
- (iv) The governing law of the contract shall be the substantive law of ...

Clause referring future disputes to arbitration under the Terms of the London Maritime Arbitrators' Association

All disputes or differences arising out of or under this contract which cannot be amicably resolved shall be referred to arbitration in London.

Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party. In the case of an arbitration on documents, if the two arbitrators so appointed are in agreement their decision shall be final. In all other cases the arbitrators so appointed shall appoint a third arbitrator and the reference shall be to the three-man tribunal thus constituted.

If either of the appointed arbitrators refuses to act or is incapable of acting, the party who appointed him shall appoint a new arbitrator in his place.

If one party fails to appoint an arbitrator, whether originally or by way of substitution for two weeks after the other party, having appointed his arbitrator, has (by telex, fax or letter) called upon the defaulting party to make the appointment, the President for the time being of the London Maritime Arbitrators' Association shall, upon application of the other party, appoint an arbitrator on behalf of the defaulting party and that arbitrator shall have the like powers to act in the reference and make an award (and, if the case so requires, the like duty in relation to the appointment of a third arbitrator) as if he had been appointed in accordance with the terms of the agreement.

This contract is governed by English law and there shall apply to all proceedings under this clause the Terms of the London Maritime Arbitrators' Association current at the time when the arbitration proceedings were commenced. All appointees shall be members of the Association.

Provided that where the amount in dispute does not exceed the sum of US \$50,000 (or such other sum as the parties may agree) any dispute shall be resolved in accordance with the Small Claims Procedure of the London Maritime Arbitrators' Association.

Clause referring future disputes for settlement under the Rules of the 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.

Clause referring future disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association

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 Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Clause referring future disputes to arbitration under the International Arbitration Rules of the American Arbitration Association

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 American Arbitration Association.

The parties may wish to 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 (specify).

Clause referring future disputes to arbitration under the UNCITRAL Arbitration Rules

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 as at present in force.

Note - Parties may wish to 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 or country);
- (d) The language(s) to be used in the arbitral proceedings shall be ...

Clause referring future disputes to arbitration under the Rules of the Permanent Court of Arbitration

1 If any dispute arises between the parties as to the interpretation, application or performance of this contract, including its existence, validity or termination either party may submit the dispute to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitrating Disputes Between Two Parties of which only one is a State, as in effect on the date of this contract.

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 ... [insert choice].
- 5 This agreement to arbitrate constitutes a waiver of any right to sovereign 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.

Clause referring future disputes for settlement by the 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 [conciliation] / [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')