



## **CI Arb Arbitration Rules 2015**

### **Model Arbitration Clauses**

The following model clauses may be adopted by the parties to a contract who wish to have any future disputes referred to arbitration under the CI Arb Arbitration Rules:

#### **A. Model arbitration clauses for contracts**

##### **1. Model arbitration clause with emergency arbitrator rules**

*Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination or validity thereof, shall be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.*

##### **2. Model arbitration clause excluding the emergency arbitrator rules**

*Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination or validity thereof, shall be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules, except that the emergency arbitrator rules shall not apply. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.*

#### **B. Post-dispute arbitration submission agreement**

*We, the undersigned parties, hereby agree that the dispute concerning [insert a brief and accurate description of the dispute] shall be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules. Judgment on any*



*award issued under this provision may be entered by any court of competent jurisdiction.*

### **C. Recommended additional provisions**

Parties may consider the following additional provisions:

#### **1. Appointment of arbitrators**

*The arbitral tribunal shall be composed of [one or three] arbitrator(s).*

#### **2. Appointment of sole arbitrator**

[Choose one of the following clauses]:

*a) A sole arbitrator shall be appointed by agreement of the parties. If the parties have not agreed on the appointment of a sole arbitrator within 30 days of the respondent's receipt of a notice of arbitration, then, at the request of one of the parties, a sole arbitrator shall be appointed by the CI Arb.*

*b) A sole arbitrator shall be appointed by the CI Arb.*

#### **3. Appointment of three arbitrators**

[Choose one of the following clauses]:

*a) Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall then appoint a third arbitrator. If either party fails to appoint an arbitrator within 30 days of receiving notice of the appointment of an arbitrator by the other party, the CI Arb shall, at the request of either party, appoint an arbitrator on behalf of the defaulting party. If the first and second arbitrator appointed fail to agree upon a third arbitrator within 30 days of the appointment of the second arbitrator, the third arbitrator shall, at the request of either party, be appointed by the CI Arb.*

*b) A three-member tribunal shall be appointed by agreement of the parties. If the parties have not agreed on the appointment of the three arbitrators within 30 days*



*of the respondent's receipt of a notice of arbitration, then, at the request of one of the parties, CI Arb shall appoint each of the arbitrators and shall designate one of them as the presiding arbitrator.*

*c) A three-member tribunal shall be appointed by the CI Arb.*

**4. Place of arbitration and applicable procedural law**

*The place of arbitration shall be [choose city and country]. The proceedings shall be conducted in accordance with the arbitration law of the place of the arbitration.*

**5. Language(s) of arbitration**

*The language(s) of the arbitration proceedings shall be [choose language(s)].*

**6. Law governing the contract**

*The contract shall be governed by [choose one of the following]:*

*a) the substantive law of [choose country]; or*

*b) the substantive law of [choose country], exclusive of any conflict-of-laws rules that could require the application of any other law.*

**7. Law governing the arbitration agreement**

*The arbitration agreement shall be governed by [choose the relevant law].*