

Recommended dispute resolution clauses

Arbitration/expedited arbitration

The standard clause which is recommended for insertion in agreements where arbitration is the desired method of resolving a dispute is:

“Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.

Unless the parties agree upon an arbitrator, either party may request a nomination from either the President OR the Chapter Chairman of the Chapter where the dispute arises.

The Expedited Rules are particularly suitable for smaller or single-issue disputes where fast and efficient resolution is required by the parties. The above clause should insert *Expedited Commercial Arbitration Rules* in place of *Rules for the Conduct of Commercial Arbitrations* if expedited procedures are required.

Mediation/arbitration

The standard clause which is recommended for insertion in agreements where mediation is the desired method of resolving a dispute and where, if the dispute is not settled by mediation, the dispute is referred to arbitration is:

“Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Mediation of Commercial Disputes.

If the dispute or difference is not settled within 30 days of the submission to mediation (unless such period is extended by agreement of the parties), it shall be and is hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.

Notwithstanding the existence of a dispute or difference each party shall continue to perform the Contract”.

International arbitration

Any dispute or difference whatsoever arising out of or in connection with this contract shall be and is hereby submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules.¹ The appointing and administering body shall be the Australian Centre for International Commercial Arbitration (ACICA). There shall be one² arbitrator, the language of the arbitration shall be English³, the place of the arbitration shall be Melbourne.⁴

¹ the parties may designate different rules to the UNCITRAL Arbitration Rules.

² the parties may provide for three arbitrators.

³ the parties may designate a language other than English.

⁴ the parties may provide for arbitration in a place other than Melbourne.