ARBITRATION CLAUSE IN INTERNATIONAL CONTRACTS

You might provide for arbitration as an alternative to litigation for resolving international contracts disputes. Arbitration is less formal procedurally than a court trial but still allows Parties to present their claims before a neutral specialist or panel for an objective decision.

This remedy is increasing in popularity in commercial disputes, largely because it is less adversarial, less costly and faster than litigation. However, be certain that you seriously intend to settle disputes as you agreed under the contract.

An arbitration clause should specify:

- Whether arbitration is binding or not binding on the parties.
- The country where the arbitration will be conducted.
- The procedure for enforcement on award.
- The rules governing the arbitration, such as the International Chamber of Commerce (Paris) or the U.N. Commission on International Trade Law Model Rules.
- The language in which the arbitration will be conducted.

Arbitration is not used in all countries. For example, disputes in Mexico are rarely settled by arbitration, and throughout Asia, arbitration is frowned on nearly as litigation in court. Moreover, some countries do not recognize arbitration awards from other jurisdictions. You should consult an attorney familiar with law of the country of your client or supplier before assuming that you will be able to arbitrate potential contract disputes.

Arbitration Clause (English)

Both Parties, by mutual consent, resolve to refer any dispute to ............... [insert name of arbitration rules, such as The Rules of Conciliation and Arbitration of the International Chamber of Commerce] by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be ........ [insert city and country] and the proceedings shall be carried out in ............ [insert language]. The arbitration will be ............ [binding/non binding].

Arbitration Clause (Spanish)

Las Partes, de común acuerdo, deciden someter sus controversias a ...............[insertar nombre de las normas, por ejemplo, El Reglamento de Conciliación y Arbitraje de la Cámara de Comercio Internacional] por uno o más árbitros designados de acuerdo a dicho

Arbitration Clause text (French)

Les parties, d’un commun accord, décident de soumettre les litiges les opposant aux ................ [insérer le nom des règles d’arbitrage comme le Normes de Conciliation et Arbitrage de la Chambre de Commerce Internationale, par un ou plusieurs arbitres désignés conformément à ces normes. Le lieu de l’Arbitrage sera ............. [ville et pays] et la procédure devra avoir lieu en langue ..........
INTERNATIONAL CONTRACTS (ENGLISH, SPANISH, FRENCH & GERMAN)

- International Sale Contract
- International Distribution Contract
- International Commercial Agency Contract
- International Sales Representative Agreement
- Intermediary Contract for Trade Operations
- International Joint Venture Contract
- International Franchise Contract
- International Services Agreement
- International Consulting Agreement
- International License Contract
- International Supply Contract
- International Manufacturing Contract
- Expatriate Contract of Employment
- Pack 5 International Contracts English (Basic)
- Pack 12 International Contracts English (Premium)

COMMERCIAL CONTRACTS (ENGLISH, SPANISH, FRENCH & GERMAN)

- Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Commission Contract
- Joint Venture Contract
- Services Contract
- Consulting Contract
- Technology Transfer Agreement
- Franchise Contract
- Supply Contract
- Manufacturing Contract
- Confidentiality Agreement
- Pack 5 Commercial Contract English (Basic)
- Pack 12 Commercial Contracts English (Premium)

CHINA CONTRACTS (ENGLISH-CHINESE DUAL VERSION)

- Distribution Contract China
- Agency Contract China
- Commission Contract China
- Supply Contract China
- OEM Manufacturing Contract China
- Confidentiality Contract China
- Memorandum of Understanding for Distribution Contract China
- Memorandum of Understanding for Joint Venture China

CONTRACTUAL LETTERS

- Letter Enclosing Contract for Signature
- Letter Proposing Amendments to Contract
- Letter Proposing Variation of Contract
- Letter Terminating Contract on Breach
- Letter Terminating Contract on Notice
- Letter Terminating Contract on Breach
- Pack 5 Contractual Letters

LETTERS OF INTENTS

- Letter of Intent for International Sale
- Letter of Intent for International Distribution
- Letter of Intent for International Joint Venture
- Pack 3 Letters of Intent