

# Standard Arbitration Clauses

(Corte Arbitrale Europea, Cour Européenne d'Arbitrage,  
Corte Europea de Arbitraje, Europäischer Schiedsgerichtshof).

## STANDARD INTERNATIONAL ARBITRATION CLAUSE

Any dispute arising from the relationships between the parties to this contract shall be determined in accordance with the Arbitration Rules and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, with right of appeal, unless this is not permitted by the applicable procedural law, by way of rehearing by an appellate arbitral tribunal as provided by the Rules, and of which adoption of this clause constitutes acceptance.

by one arbitrator\*     by three arbitrators\*  
who will be chosen according to the provisions of the said Rules.

Place of arbitration \_\_\_\_\_

Language of the proceedings \_\_\_\_\_

Applicable rules of substantive law \_\_\_\_\_

*\*Specify in the clause the number of arbitrators desired.*

## STANDARD DOCUMENTS ONLY ARBITRATION CLAUSE

Any dispute arising from the relationships between the parties to this Agreement shall be subject to determination by a sole arbitrator selected and appointed by the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg in accordance with the Documents Only Arbitration Rules of the Court in force at the time the application for arbitration is filed.

## STANDARD MEDIATION CLAUSE

Any dispute between the parties relating to or arising from this contract shall be submitted to a procedure of mediation conducted by a sole mediator selected, appointed and proceeding in accordance with the Mediation Rules of the European Court of Arbitration having its seat in Strasbourg, which Rules are in force at the date of filing of the application for mediation.

If mediation is successful the report of the mediator will constitute a settlement between the parties settling the existing dispute or for avoiding a future dispute. A party may seek by or through any court enforcement of any reciprocal obligation arising from such settlement.

## STANDARD MEDIATION AND ARBITRATION CLAUSE

Any dispute between the parties relating to or arising from this contract shall be submitted to a procedure of mediation conducted by a sole mediator selected, appointed and proceeding in accordance with the Mediation Rules of the European Court of Arbitration having its seat in Strasbourg, which Rules are in force at the date of filing of the application for mediation.

If mediation is successful the report of the mediator will constitute a settlement between the parties settling the existing dispute or for avoiding a future dispute. A party may seek by or through any court enforcement of any reciprocal obligation arising from such settlement.

In the event of the mediation proceedings not taking place or being unsuccessful, any dispute arising from said relationships between the parties shall be determined in accordance with the Arbitration Rules and the Internal Rules of the European Court of Arbitration – being part of the European Centre of Arbitration having its seat at Strasbourg (in force at the time the application for arbitration is filed), with right to appeal, unless this is not permitted by the applicable procedural law, by way of rehearing by an appellate arbitral tribunal (if so allowed by the applicable procedural law), of which adoption of this clause constitutes acceptance. The arbitration proceedings will be conducted by a sole arbitrator who will be chosen according to the provisions of the said Rules.

Place of arbitration \_\_\_\_\_

Language of the proceedings \_\_\_\_\_

Applicable rules of substantive law \_\_\_\_\_

## STANDARD PRE-ARBITRAL REFEREE CLAUSE

Any party to the contract to which this clause is incorporated and who seeks an urgent conservatory or interlocutory injunction, prior to the appointment of the Arbitral Tribunal or before a State Court is seized, may submit its application to a third party acting as a Pre-Arbitral Referee,

appointed by the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg - which will proceed

in accordance with the European Court of Arbitration's Pre-Arbitral Referee Rules in force at the time filing of the application for pre-arbitral referee is made. The Referee may render provisional determinations where public policy provisions of the place of enforcement of such a measure do not limit jurisdiction only to State Courts. Each party agrees to execute without delay the determinations made by the pre-arbitral referee without prejudice to the right to later submit the matter to the competent jurisdiction.

The parties agree that any pre-arbitral referee determination may be enforced by application to the competent state court of the place of enforcement which may order penalties for failure to comply.