

## RECOMMENDED CLAUSES

### FUTURE DISPUTES

For contracting parties who wish to have future disputes referred to arbitration and/or mediation under the auspices of the LCIA, the following clauses are recommended. Words/blanks in square brackets should be deleted/completed as appropriate.

#### Mediation only

“In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall seek settlement of that dispute by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.”

#### Arbitration only

“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 LCIA, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be [one/three].

The seat, or legal place, of arbitration shall be [City and/or Country].

The language to be used in the arbitration shall be [            ].

The governing law of the contract shall be the substantive law of [            ].”

#### Mediation and Arbitration

“In the event of a dispute arising out of or relating to this contract, including my question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.

If the dispute is not settled by mediation within [            ] days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The language to be used in the mediation and in the arbitration shall be [            ].

The governing law of the contract shall be the substantive law of [            ].

In any arbitration commenced pursuant to this clause,

- (i) the number of arbitrators shall be [one/three]; and
- (ii) the seat, or legal place, of the arbitration shall be [City and/or Country].”

**EXISTING DISPUTES**

If a dispute has already arisen, but there is no agreement between the parties to mediate and/or to arbitrate, the parties may enter into agreement for those purposes. In such cases, please contact the LCIA Secretariat if recommended wording is required.

**Modification to Recommended Clauses**

The LCIA Secretariat will be pleased to discuss any modifications to these standard clauses. For example, to provide for party nomination of arbitrators or for expedited procedures.

**Expert Determination, Adjudication and other forms of ADR**

Recommended clauses and procedures for Expert Determination, for Adjudication and other forms of ADR, to be administered by the LCIA, or in which the LCIA is to act as appointing authority, are available on request from the LCIA Secretariat.