

**The Institute of Arbitrators Australia and
Australian Centre for International Commercial Arbitration**
**RECOMMENDED DISPUTE
RESOLUTION CLAUSES**

ARBITRATION

The Standard Clause which is recommended for insertion in agreements where it is desired that arbitration in accordance with the Institute's Rules be the method of resolving a dispute is:

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

EXPEDITED ARBITRATION

The Standard Clause which is recommended for insertion in agreements where it is desired that expedited arbitration in accordance with the Institute's Rules be the method of resolving a dispute is:

"Any dispute or difference whatsoever arising in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators Australia Expedited Commercial Arbitration Rules."

**CONCILIATION INCLUDING ASSISTED NEGOTIATION
AND MEDIATION/ARBITRATION**

The Standard Clause which is recommended for insertion in agreements where it is desired that conciliation in accordance with the Institute's Rules be the method of resolving a dispute and where, if the dispute is not settled by this means, the dispute is referred to Arbitration in accordance with the Institute's Arbitration Rules, is:

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

"If the dispute or difference be not settled within 30 days of one party first sending to the other written notice that they are in dispute, the parties' disputes and differences shall be and are hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators 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 Rules¹. The appointing and administering body shall be the Australian Centre for International Commercial Arbitration, here shall be one² arbitrator, the language of the arbitration shall be English³, the place of arbitration shall be Melbourne⁴."

Notes:

1. the parties may designate different rules to the UNCITRAL Arbitration Rules;
2. the parties may provide for 3 arbitrators;
3. the parties may designate a language other than English;
4. the parties may provide for arbitration in a place other than Melbourne.

**Copies of the Rules mentioned above are freely available from
The Institute of Arbitrators Australia in your area.
For further information telephone (03) 9629 6799**

INSTITUTE PUBLICATION:**LIST OF ARBITRATORS
MEDIATORS/CONCILIATORS
LABOUR ARBITRATORS/MEDIATORS**

The Institute has published a new edition of its List of Arbitrators, Mediators/Conciliators and Labour Arbitrators/Mediators.

This is a loose leaf publication. A distribution list will be maintained and periodic updates and amendments will be mailed to purchasers.

COST: \$25.00 per copy includes postage and packing. Payment with your order please.

Copies of the list may be obtained from the CAO, National Headquarters, Level 1, 22 William Street, Melbourne, Victoria 3000.