

## RECOMMENDED CLAUSES

### FUTURE DISPUTES

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

#### 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 Arbitration Rules of the DIFC – LCIA Arbitration Centre, 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] (See Footnote).

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

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

#### 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 Mediation Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

#### Mediation and Arbitration

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 first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC-LCIA Arbitration Centre, 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 Arbitration Rules of the DIFC-LCIA Arbitration Centre, 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 arbitration shall be [City and/or Country] (See Footnote).

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Footnote: If the intention is to choose Dubai International Financial Centre/DIFC as the seat, insert "Dubai International Financial Centre" or "DIFC" here.

**Modifications to Recommended Clauses**

The Secretariat of the DIFC-LCIA Arbitration Centre 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, Adjudication and other forms of ADR, to be administered by the DIFC-LCIA Arbitration Centre, or in which the DIFC-LCIA Arbitration Centre is to act as appointing authority, are available on request from the Secretariat of the DIFC-LCIA Arbitration Centre.

**EXISTING DISPUTES**

If a dispute has already arisen, but there is no agreement between the parties to determine the dispute by arbitration or by some form of ADR, the parties may enter into an agreement for those purposes. In such cases, please contact the Secretariat of the DIFC-LCIA Arbitration Centre if recommended wording is required.