

HKIAC SUGGESTED MODEL CLAUSES

1. The following model clause may be adopted by the parties to a contract who wish to have any future disputes referred to arbitration in accordance with these Rules:

"Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The seat of arbitration shall be ... (*Hong Kong*).

*The number of arbitrators shall be ... (*one or three*). The arbitration proceedings shall be conducted in ... (*insert language*)."

2. Parties to an existing dispute in which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to arbitration under the Rules, may agree to do so in the following terms:

"We, the undersigned, agree to refer to arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise.)

The seat of arbitration shall be ... (*Hong Kong*).

*The number of arbitrators shall be ... (*one or three*). The arbitration proceedings shall be conducted in ... (*insert language*).

Signed: _____ (Claimant)

Signed: _____ (Respondent)

Date: _____ "

*Optional