

MODEL ARBITRATION CLAUSE

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FAQ

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MODEL ARBITRATION CLAUSE

When contracts or agreements are concluded:

“Any dispute arising from or in connection with this Contract (Agreement) shall be submitted to the Hainan International Arbitration Court for arbitration in accordance with the current arbitration rules. The arbitration award shall be final and binding.”

Before or after the occurrence of the dispute:

“Both parties voluntarily submit the dispute to Hainan International Arbitration Court for arbitration in accordance with the current arbitration rules. The arbitration award is final and binding.”

The above two sections may be simplified as follows:

“Both parties agree to submit any dispute to the Hainan International Arbitration Court.”

INTERNATIONAL ARBITRATION MODEL CLAUSE

When contracts or agreements are concluded:

“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 Hainan International Arbitration Court (HIAC) under the HIAC Arbitration Rules in force when the application for arbitration is submitted.

*The law of this arbitration clause shall be ... (the law of the People's Republic of China).

The seat of arbitration shall be ... (Haikou, Hainan, PRC).

**The number of arbitrators shall be... (one or three).

The arbitration proceedings shall be conducted in ... (insert language).”

*Note:

* Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identities of the parties to the arbitration clause. It does not replace the law governing the substantive contract.

** Optional

INTERNATIONAL ARBITRATION MODEL CLAUSE

Before or after the occurrence of the dispute:

“We, the undersigned, agree to refer to arbitration administered by the Hainan International Arbitration Court (HIAC) under the HIAC Arbitration Rules in force when the application for arbitration is submitted 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 law of this arbitration agreement shall be ... (the law of the People's Republic of China).

The seat of arbitration shall be ... (Haikou, Hainan, PRC).

**The number of arbitrators shall be ... (one or three).

The arbitration proceedings shall be conducted in ... (insert language).

Signed: _____ (Claimant)

Signed: _____ (Respondent)

Date: _____ "

*Note:

* Optional. This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identities of the parties to the arbitration clause. It does not replace the law governing the substantive contract.

** Optional