

Parties wishing to specify arbitration in Atlanta or at the Atlanta Center for International Arbitration and Mediation may use any number of contractual clauses to do so. ***(The Atlanta Center for International Arbitration and Mediation does not administer arbitrations and does not offer or endorse any particular set of procedural rules.)***

The following possible arbitration and mediation clauses/agreements are offered as examples and may not be suitable for a given dispute. Parties are urged to seek legal advice before employing particular language:

- No legal advice is being provided.
- No attorney client relationship is created.
- No undertaking to update these provisions is given or implied.

Administered Arbitration:

Any controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity of this contract, shall be determined by arbitration administered by _____ in accordance with its _____ Rules. The number of arbitrators shall be [one or three]. The place of the arbitration shall be the Atlanta Center for International Arbitration and Mediation. The seat of the arbitration shall be [Atlanta, Georgia]. The language(s) of the arbitration shall be _____.

Ad Hoc Arbitration using UNCITRAL Rules:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity of this contract, shall be determined by arbitration in accordance with the UNCITRAL Arbitration Rules in force as of the date of [this agreement/ the commencement of arbitration]. The parties should consider adding:

- The number of arbitrators shall be [one or three].
- Failing an agreement by the parties within 15 days of the responding party's receipt of written notice of an arbitration demand, the arbitrator(s) shall be appointed by _____.
- The place of the arbitration shall be the [Atlanta Center for International Arbitration and Mediation].
- The seat of the arbitration shall be [Atlanta, Georgia].
- The language(s) of the arbitration shall be _____.

Additional arbitration clauses can be found at:

<http://arbitrateatlanta.org/sample-arbitration-clauses/>

Ad Hoc Arbitration Without Using UNCITRAL Rules:

The following ad hoc arbitration clause (with the exception of the provision designating the Atlanta Center for International Arbitration and Mediation) is taken from Jan Paulsson, Nigel Rawding and Lucy Reed, *The Freshfields Guide to Arbitration Clauses in International Contracts* (3rd ed. 2011).

1. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be referred to and determined by arbitration at the Atlanta Center for International Arbitration and Mediation in Atlanta, Fulton County, Georgia, United States of America.
2. The party initiating recourse to arbitration (hereinafter "claimant") shall give to the other party (hereinafter "respondent") a notice of arbitration, which notice shall include:

- (i) A demand that the matter be referred to arbitration;
 - (ii) The names and addresses of the parties;
 - (iii) A reference to this arbitration clause, and
 - (iv) A description of the nature and circumstances of the dispute giving rise to the claim(s) and a statement of the relief sought including, so far as possible, an indication of the amount(s) claimed.
3. The arbitral tribunal (hereinafter “the tribunal”) shall be composed of three arbitrators appointed as follows:
 - (i) Each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal;
 - (ii) If either party fails to appoint an arbitrator within 30 days of receiving notice of the appointment of an arbitrator by the other party, such arbitrator shall, at the request of that party, be appointed by the ...[appointing authority];
 - (iii) If the two arbitrators to be appointed by the parties fail to agree upon a third arbitrator within 30 days of the appointment of the second arbitrator, the third arbitrator shall be appointed by the ... [appointing authority] at the request of either party;
 - (iv) Should a vacancy arise because any arbitrator dies, resigns, refuses to act, or becomes incapable of performing his functions, the vacancy shall be filled by the method by which that arbitrator was originally appointed. When a vacancy is filled the newly established tribunal shall exercise its discretion to determine whether any hearings shall be repeated.
4. As soon as practicable after its constitution, the tribunal shall convene a meeting with the parties or their representatives (either in person or by telephone) to determine the procedure to be followed in the arbitration.
5. The procedure shall be as agreed by the parties or, in default of agreement, as determined by the tribunal. However, the following procedural matters shall in any event be taken as agreed:
 - (i) The language of the arbitration shall be _____.
 - (ii) The tribunal may in its discretion hold a hearing and make an award in relation to any preliminary issue at the request of either party and shall do so at the joint request of both parties;
 - (iii) The tribunal shall hold a hearing, or hearings, relating to the substantive issues unless the parties agree otherwise in writing;
 - (iv) The tribunal’s award shall be final and binding on the parties. By agreeing to arbitration the parties undertake to carry out any award immediately and without delay, and the parties also waive irrevocably their right to any form of appeal, review or recourse to any State Court or other judicial authority, insofar as such waiver may validly be made.
6. In the event of default by either party in respect of any procedural order made by the tribunal, the tribunal shall have the power to proceed with the arbitration and to make its award.
7. If an arbitrator appointed by one of the parties fails or refuses to participate in the arbitration or to participate in the substance of the dispute at any time after the hearings have started, the remaining two arbitrators may continue, the remaining two arbitrators may continue the arbitration and make an award without a vacancy being deemed to arise if, in their discretion, they determine that the failure or refusal of the other arbitrator to participate is without reasonable excuse.
8. Any award or procedural decision of the tribunal shall if necessary be made by a majority and, in the event that no majority may be formed, the presiding arbitrator shall proceed as if he were the sole arbitrator.
9. Without prejudice to the availability of such remedies in aid of arbitration as may be available under the jurisdiction of a competent court or other judicial authority, the arbitral tribunal shall

have full authority to grant interim measures of protection and to award damages for the failure of a party to respect the arbitral tribunal's orders to that effect.

10. By agreeing to arbitration under this clause, the parties shall not be precluded from seeking interim measures of protection from a court of competent jurisdiction or other judicial authority, subject always to satisfying the relevant procedural or other requirements imposed by the court or other judicial authority.
11. The parties agree that the arbitration shall be conducted according to the IBA Rules of Evidence as current on the date of [this agreement/the commencement of arbitration].

The parties may consider adding provisions setting the place and seat of the arbitration, e.g.:

The place of the arbitration shall be [the Atlanta Center for International Arbitration and Mediation].

The seat of the arbitration shall be [Atlanta, Georgia].