

## **MODEL ARBITRATION CLAUSE**

***Note:** In order to ensure the arbitration agreement clearly expresses the will of the parties regarding the selection of dispute settlement by arbitration at the HTA Commercial Arbitration Center as well as regarding the pre-determination of some basic elements of arbitral proceedings, the Center recommends that contract parties use the following model arbitration clause.*

### **A. MODEL ARBITRATION CLAUSE APPLICABLE TO NORMAL PROCEDURES**

#### ***Dispute Settlement***

1. Any dispute arising from or related to this Contract shall be resolved by arbitration at the HTA Commercial Arbitration Center under its Rules of Arbitration.
2. The number of arbitrators shall be... (one or three).
3. The place of arbitration shall be... (city and/or country).
4. The language to be used in the arbitral proceedings shall be ... (Applicable to disputes involving foreign elements or disputes with at least one foreign-invested economic organization).
5. The governing law of the contract is the substantive law of... (Applicable to disputes involving foreign elements and in cases the parties do not agree on applicable law in another clause).

### **B. MODEL ARBITRATION CLAUSE APPLICABLE TO EXPEDITED PROCEDURES**

#### ***Dispute Settlement***

1. Any dispute arising from or related to this Contract shall be resolved by arbitration at the HTA Commercial Arbitration Center under its Rules of Arbitration.  
The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Article 33 of the Rules of Arbitration of HTA.
2. The place of arbitration shall be (city and/or country).
3. The language to be used in the arbitral proceedings shall be ... (Applicable to disputes involving foreign elements or disputes with at least one foreign-invested economic organization; state a single language).
4. The governing law of the contract is the substantive law of... (Applicable to disputes involving foreign elements and in cases the parties do not agree on applicable law in another clause).