

Model Arbitration Clauses



The parties that submit their disputes to arbitration administered by the Madrid International Arbitration Center (the “Center” or “MIAC”) may apply the following model clauses.

Arbitration clause

“Any dispute arising from this contract or which relates to it, including any question relating to its existence, validity, interpretation, performance or termination, shall be subject to the decision of [one arbitrator / three arbitrators], with the administration of the arbitration to be referred to the Madrid International Arbitration Center, in accordance with its Bylaws and Rules in force at the date when the request for arbitration is filed. The arbitration shall be in law. The language of the arbitration shall be [specify language]. The place of arbitration shall be [city].”

Article for corporate bylaws

“All disputes of a corporate nature that affect the company, its shareholders and/or its managers (including by way of example challenges to corporate resolutions, corporate and individual liability actions against management, and disputes relating to meetings of corporate bodies) shall be subject to the decision of [one arbitrator / three arbitrators], with the administration of the arbitration to be referred to the Madrid International Arbitration Center in accordance with its Bylaws and Rules in force at the date when the request for arbitration is filed. The arbitration shall be in law. The language of the arbitration shall be [specify language]. The place of arbitration shall be [city].”



Emergency arbitrator

Under the Rules, any party to the arbitration proceedings may apply for appointment of an emergency arbitrator. If the parties wish to exclude the application of emergency arbitrator provisions, they may expressly state as follows:

“The provisions on emergency arbitrators shall not apply.”

Expedited proceedings

The Rules provide for expedited proceedings where the quantum of the dispute is equal to or less than EUR 1,000,000. If the parties wish to exclude the application of the provisions on expedited proceedings, they may expressly state as follows:

“The provisions on expedited proceedings shall not apply.”

Challenge of awards

Under the Rules, the parties can agree that any party is entitled to challenge the award. If the parties wish to provide for this possibility, they may expressly state it as follows:

“The parties expressly agree that either party may challenge the final award before the Center in accordance with the Rules.”



Model Mediation Clause

Mediation clause

“In the event of any dispute arising out of or in connection with the present contract, including any question relating to its existence, validity, interpretation, performance or termination, the parties agree to refer the dispute to the Mediation Service of the Madrid International Arbitration Center (“MIAC” or “Center”), in accordance with its Bylaws and Rules in force at the date when the request for mediation is filed. The mediation shall be conducted by [number of mediators]. The seat of the mediation shall be [specify city] and the language shall be [specify language].”



Model Staggered Clause

Med-arb clause

“In the event of any dispute arising out of or in connection with the present contract, including any question relating to its existence, validity, interpretation, performance or termination, the parties agree to refer the dispute to the Mediation Service of the Madrid International Arbitration Center (“MIAC” or “Center”), in accordance with its Bylaws and Rules in force at the date when the request for mediation is filed. The mediation shall be conducted by [number of mediators]. The seat of the mediation shall be [specify city] and the language shall be [specify language].

If the dispute has not been settled pursuant to the said Bylaws and Rules within [*] days following the admission of the request for mediation by the Center, or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled by arbitration administered by MIAC in accordance with its Bylaws and Rules in force at the date when the request for arbitration is filed. The arbitration shall be settled in [law / equity] by [one arbitrator / three arbitrators]. The seat of arbitration shall be [specify city] and the language shall be [specify language].”

The parties shall be entitled to adapt and customize these model clauses. Additional language versions of these model clauses are available at the Center’s website:
www.madridarb.com