



ARBITRATION
AND
MEDIATION
COURT
OF THE
CARIBBEAN

MODEL CONTRACT CLAUSES

2018

Future Disputes

For contracting parties who wish to have future disputes referred to arbitration and/or mediation under the auspices of the AMCC, the following clauses are recommended. Words/blanks in square brackets should be deleted/completed as appropriate.

Mediation only

"In the event of a dispute, controversy or claim arising out of, relating to, or in connection with this contract, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, the parties shall seek settlement of that dispute by mediation in accordance with the Arbitration and Mediation Court of the Caribbean ("AMCC") Mediation Rules, which Rules are deemed to be incorporated by reference into this clause."

Arbitration only

"Any dispute, controversy or claim arising out of, relating to, or in connection with this contract, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, shall be referred to and finally resolved by arbitration administered by the Arbitration and Mediation Court of the Caribbean ("AMCC") in accordance with the [International] Arbitration Rules of the Arbitration and Mediation Court of the Caribbean ("AMCC Rules"), which Rules are deemed to be incorporated by reference into this clause.

The Tribunal shall consist of [one/three] arbitrators.

The seat, or legal place, of arbitration shall be [Barbados].

The language to be used in the arbitral proceedings shall be [].

The governing law of the contract shall be the substantive law of []."



Mediation and Arbitration

"In the event of a dispute, controversy or claim arising out of, relating to, or in connection with this contract, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, the parties shall first seek settlement of that dispute by mediation in accordance with the Arbitration and Mediation Court of the Caribbean ("AMCC") Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.

If the dispute is not settled by mediation within [.....] days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the [International] Arbitration Rules of the Arbitration and Mediation Court of the Caribbean ("AMCC Rules"), which Rules are deemed to be incorporated by reference into this clause.

The Tribunal shall consist of [one/three] arbitrators.

The seat, or legal place, of arbitration shall be [Barbados].

The language to be used in the arbitral proceedings shall be [].

The governing law of the contract shall be the substantive law of []."

Existing Disputes

If a dispute has already arisen, but there is no agreement between the parties to mediate and/or to arbitrate, the parties may enter into an agreement for those purposes. In such cases, please contact the AMCC Secretariat if recommended wording is required.

Modifications to Recommended Clauses

The AMCC Secretariat will be pleased to discuss any modifications to these standard clauses, including party nomination of arbitrators or for expedited procedures.

Expert Determination, Adjudication and other forms of ADR

Recommended clauses and procedures for Expert Determination for Adjudication and other forms of ADR, to be administered by the AMCC, or in which the AMCC is to act as appointing authority, are available on request from the AMCC Secretariat.