



Malta Arbitration Centre

Centru Malti ta' l-Arbitragg

Model Arbitration Clauses

Ordinary Procedure – Domestic

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Arbitration Rules of the Malta Arbitration Centre as at present in force.

Additional issues which may be regulated by the arbitration agreement:

- (a) the appointing authority shall be the Malta Arbitration Centre;
- (b) the number of arbitrators shall be (one or three);
- (c) the place of arbitration shall be Malta;
- (d) the language(s) to be used in the proceedings shall be
- (e) the applicable substantive law shall be
- (f) the award shall be final and binding and there shall be no appeal;
- (g) the arbitrator shall decide *ex aequo et bono*;

Short Form Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration, by one arbitrator, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Short Form Arbitration Rules of the Malta Arbitration Centre as at present in force. The award shall be final and binding and there shall be no appeal.

Additional issues which may be regulated by the arbitration agreement:

- (a) the appointing authority shall be the Malta Arbitration Centre;
- (b) the place of arbitration shall be Malta;
- (c) the language(s) to be used in the proceedings shall be
- (d) the applicable substantive law shall be
- (e) the arbitrator shall decide *ex aequo et bono*;

Motor Claims Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration, by one arbitrator, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Motor Claims Arbitration Rules of the Malta Arbitration Centre as at present in force. The award shall be final and binding and there shall be no appeal.

Additional issues which may be regulated by the arbitration agreement:

- (a) the appointing authority shall be the Malta Arbitration Centre;
- (b) the place of arbitration shall be Malta;
- (c) the language(s) to be used in the proceedings shall be
- (d) the applicable substantive law shall be
- (e) the arbitrator shall decide *ex aequo et bono*.

Condominium Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration, by one arbitrator, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Condominium Arbitration Rules of the Malta Arbitration Centre as at present in force. The award shall be final and binding and there shall be no appeal.

Additional issues which may be regulated by the arbitration agreement:

- (a) the appointing authority shall be the Malta Arbitration Centre;
- (b) the place of arbitration shall be Malta;
- (c) the language(s) to be used in the proceedings shall be
- (d) the applicable substantive law shall be
- (e) the arbitrator shall decide *ex aequo et bono*.

Co-operative Societies Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration, by one arbitrator, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Co-operative Societies Arbitration Rules of the Malta Arbitration Centre at present in force. The award shall be final and binding and there shall be no appeal.

Additional issues which may be regulated by the arbitration agreement:

- (a) the appointing authority shall be the Malta Arbitration Centre;
- (b) the place of arbitration shall be Malta;
- (c) the language(s) to be used in the proceedings shall be
- (d) the applicable substantive law shall be
- (e) the arbitrator shall decide *ex aequo et bono*.

International Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration, in accordance with Part V (International Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force.

Additional issues which may be regulated by the arbitration agreement:

- (a) the appointing authority/administrator of the arbitration shall be the Malta Arbitration Centre;
- (b) the number of arbitrators shall be (one or three)
- (c) the place of arbitration shall be Malta;
- (d) the language(s) to be used in the proceedings shall be
- (e) the applicable substantive law shall be
- (f) the arbitrator shall decide ex aequo et bono;

International Arbitration Administered by a Foreign Institution with whom there exists a Co-operation Agreement¹

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the International Arbitration Rules of the (name of co-operating institution) as in force at the time.

Arbitral proceedings shall be held at the premises of the Malta Arbitration Centre.

¹ On the date hereof the Malta Arbitration Centre is a party to the following co-operation agreements:

Date	Institution	Nationality
1 26 th March 1999	Gulf Cooperation Council Arbitration Centre	Gulf Countries
2 6 th April 2001	Arbitraje Y Mediacion, Grupo AryME, S.A. (ARyME)	Spain
3 26 th May 2002	Arbitration Court Attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic	Czech Republic
4 29 th August 2002	American Arbitration Association	U.S.A.