

MODEL ARBITRATION CLAUSES

Model arbitration clause for contracts

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 PCA Arbitration Rules 2012.¹

Model arbitration clause for treaties and other agreements

Any dispute, controversy or claim arising out of or in relation to this [agreement] [treaty], or the existence, interpretation, application, breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012.^{1bis}

1. and 1bis. *Note — Parties should consider adding:*

- (a) The number of arbitrators shall be ... one, three, or five);
- (b) The place of arbitration shall be ... (town and country);
- (c) The language to be used in the arbitral proceedings shall be

Model arbitration clause for incorporation of Optional Protocols

Any dispute, controversy or claim arising out of or in relation to this [agreement] [treaty], or the existence, interpretation, application, breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The Optional Protocol on [Emergency Interim Measures] [Expedited Procedure] [Scrutiny of Awards] shall apply.²

2. *Note — The PCA International Bureau will also generally understand a reference to the “PCA Arbitration Rules 2024” to constitute an agreement on the application of the Optional Protocols on Emergency Interim Measures and Scrutiny of Awards. Similarly, a reference to the “PCA Expedited Arbitration Rules” will generally be understood to constitute an agreement on the application of the PCA Arbitration Rules 2012, together with the Optional Protocol on Expedited Procedure as then in force.*

Possible waiver statement³

3. *Note — If the parties wish to exclude recourse against the arbitral award that may be available under the applicable law, they may consider adding a provision to that effect as suggested below, considering, however, that the effectiveness and conditions of such an exclusion depend on the applicable law.*

Waiver: The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

Model statements of impartiality and independence pursuant to article 11 of the Rules⁴

No circumstances to disclose: I am impartial and independent of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the other arbitrators of any such circumstances that may subsequently come to my attention during this arbitration.

Circumstances to disclose: I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to article 11 of the PCA Arbitration Rules 2012 of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances. [Include statement] I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the parties and the other arbitrators of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.

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4. *Note — Any party may consider requesting from the arbitrator the following addition to the statement of impartiality and independence:*

I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits in the Rules.