



Haaart International Court of Arbitration (HICA)

An Organ of Haaart Foundation

Den Haag

The Netherlands

SCHEDULE 16: MODEL HICA MEDIATION CLAUSES

(SEE ARTICLE 41 OF HICA RULES)

46.1 Parties wishing to use proceedings under the HICA Mediation Rules should consider choosing one of the clauses below, which cover different situations and needs. Parties are free to adapt the chosen clause to their particular circumstances. For instance, they may wish to specify the use of a settlement procedure other than mediation. Further, they may wish to stipulate the language and place of any mediation and/or arbitration proceedings. The notes below each clause are intended to help parties select the clause that best meets their specific requirements. At all times, care must be taken to avoid any risk of ambiguity in the drafting of the clause. Unclear wording causes uncertainty and delay and can hinder or even compromise the dispute resolution process. When incorporating any of these clauses in their contracts, parties are advised to take account of any factors that may affect their enforceability under applicable law.

46.2 Mediation - Model Clause

46.2.1 Clause A: Option to Choose HICA Rules

“The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the HICA Rules.”

***Notes:** By including this clause, the parties acknowledge that proceedings under the HICA Rules are available to them at any time. This clause does not commit the parties to do anything, but the presence of the clause is designed to remind them of the possibility of using mediation or some other settlement procedure at any time. In addition, it can provide a basis for one party to propose mediation to the other party. One or more parties may also ask the HICA for ADR for its assistance in this process.*

46.2.2 Clause B: Obligation to Choose HICA Rules

“The parties mutually agree that any dispute, controversy or claim arising out of or relating to this contract shall be referred to HAAART International



Haaart International Court of Arbitration (HICA)

An Organ of Haaart Foundation
Den Haag
The Netherlands

Court of Arbitration for physical and or online mediation in accordance with the rules of the said institution as at present in force (HICA Rules).

In the event the parties are unable to resolve such dispute(s) within 14 days of commencement of the mediation, which time limit is extendable by mutual agreement, they will be free to resort to any other form of dispute resolution as is available to them.

Both the parties authorize the Secretariat/registry/appointment committee of HAAART International Court of Arbitration (a nonprofit institutional international arbitration & mediation centre) to appoint sole Mediator or a panel of Mediators. The Mediation shall be in English Language and the seat of the Mediation shall be in _(City), _ (Country).”

Notes: *This clause creates an obligation to refer a dispute to proceedings under HICA Rules. It is designed to ensure that when a dispute arises, the parties will attempt to settle the dispute using proceedings under the Rules.*

46.3 MED-ARB - Model Clause

In case of any dispute, disagreement or claim arising between the parties concerning this agreement, the parties will attempt, in good faith to resolve such dispute, difference or controversy through mediation, as per HAAART International Court of Arbitration Rules (HICA RULES) as at present in force through a mediator/panel of mediators appointed by HAAART International Court of Arbitration (HICA).

Both parties authorize the registry/appointment committee of HICA to administer and settle the matter through mediation. Either parties shall send a mediation request through HICA to resolve the dispute within 14 days from date of the written/email invitation or such other duration as may be agreed upon by both the parties in writing. Any settlement reached in the course of mediation shall be referred to the arbitral panel appointed through the Court and may be made a consent award on agreed terms. Such award shall be final and binding on both the parties. If the mediation attempt fails or if the dispute has not been resolved by such mediation, the same shall be



Haaart International Court of Arbitration (HICA)

An Organ of Haaart Foundation
Den Haag
The Netherlands

referred to HICA for Institutional Arbitration and shall be settled by physical and or online arbitration in accordance with the rules of the said institution as at present in force.

Both the parties agree to the rules of HICA and authorize the secretariat/registry/appointment committee of HICA to appoint sole Arbitrator or a panel of arbitrators. The award of the Arbitrator shall be final and binding on the parties hereto. The Arbitration shall be held in English language and the seat of Arbitration shall be in (City), _ (Country).

46.4 Existing Disputes - Model Mediation Model Clause

A dispute having arisen between the parties concerning A, B of ____ and X,Y of ____, hereby agree that the dispute shall be referred to HAAART International Court of Arbitration for physical and or online mediation in accordance with the rules of HICA as at present in force. In the event the parties are unable to resolve such dispute(s) within 14 days of commencement of the mediation, which time limit is extendable by mutual agreement, they will be free to resort to any other form of dispute resolution as is available to them.

Both the parties authorize the Secretariat/registry/appointment committee of HICA (a nonprofit institutional international arbitration & mediation centre) to appoint sole Mediator or a panel of Mediators. The Mediation shall be in English Language and the seat of the Mediation shall be in __ (City), __ (Country).