

**RULES OF CONCILIATION, ARBITRATION AND EXPERTISE OF THE  
FRANCO-ARAB ARBITRATION SYSTEM**

**RECOMMENDED CLAUSES**

**RECOMMENDED ARBITRATION CLAUSE**

**Any and all disputes arising out of, or in connection with this contract, namely its validity, interpretation, or performance, shall be finally settled in accordance with the Rules of arbitration of the Franco-Arab Chamber of Commerce in force as of 1<sup>st</sup> January 2005, either by a sole arbitrator, in particular under a simplified proceeding, or by more arbitrators appointed in accordance with the said Rules which the parties acknowledge are known and accepted by them.**

**Remarks:**

The Parties can complete this model clause by any observations they deem useful to insert and especially, as the case may be, indicating the governing law to the contract if it relates to international transactions and, in any event, the number of arbitrators, the place and the language of arbitration.

The users' attention is drawn to the fact that the number of arbitrators is sometimes dependant on the amount in dispute and therefore does not need to be specified from the outset.

The Parties can also provide that the arbitrators shall decide as *amiables compositeurs* (*ex aequo et bono*). It is however advised to decide upon the granting to the arbitrators of such powers only at the time of the drafting of the terms of reference on the basis of the elements of an already existing dispute.

### **RECOMMENDED EXPERTISE CLAUSE**

**Notwithstanding any arbitration proceedings and even before such proceedings are initiated, any of the Parties to this agreement shall be entitled to require the Arbitration Board of the Franco-Arab Chamber of Commerce to appoint, at the costs of the requesting party, one or more persons empowered to make a finding of facts or undertake expertise measures. In this case, the expertise procedure shall be carried out in accordance with the provisions of Article 27 of the Rules of Conciliation, Arbitration and Expertise of the Franco-Arab Chamber of Commerce which the parties acknowledge are known and accepted by them.**

### **RECOMMENDED EXPERTISE AND ARBITRATION CLAUSE**

**Any and all disputes arising out of or in connection with this agreement, namely its validity, interpretation, or performance, shall be finally settled, in accordance with the arbitration provisions of the Rules of conciliation, arbitration and expertise of the Franco-Arab Chamber of Commerce which the parties acknowledge are known and accepted by them.**

**In addition, the Parties expressly state that they retain their right to appoint, either jointly or at the request of one of them, one or more experts in accordance with the provisions of Article 27 of the Rules of conciliation, arbitration and expertise of the Franco-Arab Chamber of Commerce.**

**RECOMMENDED CONCILIATION CLAUSE**

**Any and all disputes arising out of or in connection with this agreement, namely its validity, interpretation, or performance, shall be finally settled through conciliation conducted by one or more conciliators appointed and acting in accordance with the conciliation provisions of the Rules of conciliation, arbitration and expertise of the Franco-Arab Chamber of Commerce which the parties acknowledge are known and accepted by them.**

**RECOMMENDED CONCILIATION AND ARBITRATION CLAUSE**

**Any and all disputes arising out of or in connection with this agreement, namely its validity, interpretation, or performance, shall be finally settled through conciliation conducted by one or more conciliators appointed and acting in accordance with the Rules of conciliation, arbitration and expertise of the Franco-Arab Chamber of Commerce which the parties acknowledge are known and accepted by them. If attempts at conciliation fail, the dispute shall be finally settled by one or more arbitrators appointed and acting in accordance with the said Rules.**

**RECOMMENDED CONCILIATION, ARBITRATION  
AND EXPERTISE CLAUSE**

**Any and all disputes arising out of or in connection with this agreement, namely its validity, interpretation, or performance, shall be finally settled in accordance with the Rules of conciliation, arbitration and expertise of the Franco-Arab Chamber of Commerce which the parties**

**acknowledge are known and accepted by them. If attempts at conciliation fail, the dispute shall finally be settled by one or more arbitrators appointed and acting in accordance with the said Rules.**

**The Parties agree to be bound by the provisions of Article 27 of the said Rules relating to expertise.**