



Sample Dispute Resolution Provisions for FIDIC Contracts

“As a **condition precedent to arbitration**, the Parties **shall mediate** any dispute, controversy or claim arising out of or relating to this Contract. The Parties shall attempt to agree upon a neutral mediator with personal knowledge of customs and technical terms and processes in construction and engineering from the list of the Register of Certified Mediators for Civil Non-Family Matters held by the Mediation Board of Trinidad and Tobago. Should the Parties be unable to agree within 14 days of a notice from one Party to the other requesting mediation, then either Party may request that a mediator be appointed by The Dispute Resolution Foundation (the DRF) with such background consistent with this provision. The appointment by the DRF shall be binding upon the Parties unless they agree to another named mediator. The mediation shall be conducted at and through the DRF where the Mediator's fees and costs shall be borne equally by the Parties.

Unless settled by mediation, any dispute shall be finally settled by reference at the option of either party to **arbitration** in accordance with the Arbitration Act Chapter 5:01 of the Laws of Trinidad and Tobago or any modification, amendment or re-enactment thereof for the time being in force and in strict accordance with the provision of this Sub-Clause. Either party may institute such arbitration by giving written notice to the other party. **The judicial seat or place of the arbitration shall be Trinidad.**

The dispute, controversy or claim arising out of or relating to this Contract shall be settled **under the AAA Construction Arbitration Rules in effect on the date of this Contract** as modified by the parties to the extent that such rules do not conflict with this provision.

The arbitrators shall be selected with one each appointed by the Employer and by the Contractor, and the third, **who shall serve as the Chairman**, appointed by the other two arbitrators. The tribunal shall consist of individuals with a balanced background, experience, and qualifications. If the arbitrators cannot agree on a Chairman within 30 calendar days of the date of the latest of their respective appointments, **the third arbitrator to serve as the Chairman of the Tribunal shall be appointed by the Executive Director** of the DRF upon the request of either Party. The appointment by the DRF shall be binding upon the Parties unless they agree to another arbitrator.

The arbitration **tribunal shall state the findings of fact and conclusion of law for any decision on the merits of a dispute.** The decision of the arbitrators shall be **final and binding upon the parties** and judgment upon the award rendered may be entered by either party and enforced in any court having competent jurisdiction. The parties shall share the procedural costs of the arbitration equally, including sharing equally the arbitrators' fees and all costs unless the arbitrators decide otherwise.

The arbitrators shall have full power to open up, review and revise any decision, opinion, instruction, determination certificate or valuation of the Employer related to the dispute.

Mediation and Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Employer's Representative and the Contractor shall not be altered by reasons of the dispute proceedings being conducted during the progress of the Works.

Neither the Employer nor the Contractor shall be entitled to suspend performance of the Contract merely by reference of a dispute to mediation or arbitration. Notwithstanding the reference of any dispute to mediation or arbitration, the provisions of the Contract shall continue to apply."