



Sample Dispute Resolution Clauses

Suggested clause for inclusion in a contract for mediation of future disputes:

“In the event of a dispute arising out of or relating to this contract, and which remains unresolved after direct negotiation between the parties, including any question regarding its existence, validity or termination, the parties shall seek settlement of that dispute by mediation in accordance with the Mediation Rules of the Dispute Resolution Foundation. The parties agree to act in good faith in any attempt to resolve the dispute in mediation, which is a pre- condition to further adversarial proceedings of any kind.”

Suggested Contract Language for mediation/arbitration of future disputes:

“In the event of a dispute arising out of or relating to this contract and which remains unresolved after direct negotiations between the parties, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the Dispute Resolution Foundation, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within [...] days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of [.....], which Rules are deemed to be incorporated by reference into this clause. The governing law of the contract and the arbitration shall be the substantive law of Trinidad and Tobago. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be [one/three]; and (ii) the seat, or legal place, of arbitration shall be Port of Spain, Trinidad. The parties further agree that the award of the arbitrator(s) is binding upon the parties and that the judgment upon the award rendered may be entered in any court of competent jurisdiction.”