



香港國際仲裁中心
Hong Kong International
Arbitration Centre

Arbitration under the HKIAC Administered Arbitration Rules

Parties to a contract who wish to have any future disputes referred to arbitration under the HKIAC Administered Arbitration Rules may insert in the contract an arbitration clause in the following form:

"Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be ... (Hong Kong law).¹

The seat of arbitration shall be ... (Hong Kong).

The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language)."²

¹ Optional: This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identifies the parties to the arbitration clause. It does not replace the law governing the substantive contract.

² Optional



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Arbitration administered by HKIAC under the UNCITRAL Rules

Parties to a contract who wish to have any future disputes referred to arbitration administered by the HKIAC under the UNCITRAL Rules may insert in the contract an arbitration clause in the following form:

"Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules.

The law of this arbitration clause shall be ... (Hong Kong law).³

The place of arbitration shall be ... (Hong Kong).

The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language)."⁴

³ Optional: This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identifies the parties to the arbitration clause. It does not replace the law governing the substantive contract.

⁴ Optional



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Ad hoc arbitration under the UNCITRAL Rules

Parties to a contract who wish to have any future disputes referred to arbitration under the UNCITRAL Rules may insert in the contract an arbitration clause in the following form:

"Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be ... (Hong Kong law).⁵

The appointing authority shall be ... (the Hong Kong International Arbitration Centre).

The place of arbitration shall be ... (Hong Kong).

The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language)."⁶

⁵ Optional: This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identifies the parties to the arbitration clause. It does not replace the law governing the substantive contract.

⁶ Optional



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Domestic Arbitration under the HKIAC Domestic Arbitration Rules

Parties to a contract who wish to have any future disputes referred to arbitration under the Domestic Arbitration Rules of the HKIAC may insert in the contract an arbitration clause in the following form:

"Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration pursuant to the HKIAC Domestic Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be ... (Hong Kong law).⁷

The seat of arbitration shall be ... (Hong Kong).

The number of arbitrators shall be ... (one or three). The arbitration proceedings shall be conducted in ... (insert language)."⁸

⁷ Optional: This provision should be included particularly where the law of the substantive contract and the law of the seat are different. The law of the arbitration clause potentially governs matters including the formation, existence, scope, validity, legality, interpretation, termination, effects and enforceability of the arbitration clause and identifies the parties to the arbitration clause. It does not replace the law governing the substantive contract.

⁸ Optional