



### **Risk Mitigation: Arbitration under the HKIAC Administered Arbitration Rules**

As one of the world's leading commercial dispute resolution service providers, the Hong Kong International Arbitration Centre (HKIAC) will play a leading role in resolving commercial disputes arising out of the Belt & Road Initiative (OBOR).

Specialising in arbitration, mediation, adjudication and domain name dispute resolution, HKIAC maintains one of the largest caseloads in the Asia-Pacific region, having handled over 9,000 commercial cases since its establishment in 1985.

OBOR is set to generate a significant increase in cross-border commercial opportunities between Chinese investors, their local partners and host governments in the OBOR region. Such opportunities come with risk, HKIAC has a reliable and well-tested system for efficiently handling disputes arising under commercial contracts between OBOR parties.

HKIAC's Administered Arbitration Rules have provisions that can be strategically used to control costs and increase efficiency for resolving construction, joint venture or project finance disputes between Chinese investors and their OBOR contractors, and expedited procedures are available for low value disputes or where urgent relief is required.

### **Model Clause**

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).***

***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)."***