

SPANISH CENTRE OF MEDIATION TEMPLATE MEDIATION CLAUSES

1 MEDIATION CLAUSE WITHOUT REFERENCE TO ARBITRATION

“Any dispute arising out of or in relation to this agreement, including any issue relating to its existence, validity, interpretation, fulfilment or termination, shall be submitted to mediation. The administration of the mediation and appointment of the mediator shall be entrusted to the Spanish Centre of Mediation, in accordance with its Bylaws and Rules in force at the date on which the mediation request is filed. The language of the mediation shall be [insert language]. The place of the mediation shall be [insert city]”.

2 MEDIATION CLAUSE WITH SIMULTANEOUS ARBITRATION

“Any dispute arising out of or in relation to this agreement, including any issue relating to its existence, validity, interpretation, fulfilment or termination, shall first be submitted to mediation. The administration of the mediation and appointment of the mediator shall be entrusted to the Spanish Centre of Mediation, in accordance with its Bylaws and Rules in force at the date on which the mediation request is filed. The language of the mediation shall be [insert language]. The place of the mediation shall be [insert city]. However, the commencement of the mediation process shall not prevent the parties from commencing arbitration proceedings in accordance with the provisions of the following paragraph.

Any dispute arising out of or in relation to this agreement, including any issue relating to its existence, validity, interpretation, fulfilment or termination, shall be submitted for the decision of [an arbitrator / three arbitrators], and the administration of the arbitration and appointment of the arbitrators are entrusted to the Spanish Court of Arbitration, in accordance with its Bylaws and Rules in force at the date of filing of the request for arbitration. The arbitration shall be based on law. The language of the arbitration shall be [insert language]. The place of the arbitration shall be [insert city]”.

3 MEDIATION CLAUSE WITH CONSECUTIVE ARBITRATION

“Any dispute arising out of or in relation to this agreement, including any issue relating to its existence, validity, interpretation, fulfilment or termination, shall first be submitted to mediation. The administration of the mediation and appointment of the mediator shall be entrusted to the Spanish Centre of Mediation, in accordance with its Bylaws and Rules in force at the date on which the mediation request is filed. The language of the mediation shall be [insert language]. The place of the mediation shall be [insert city].

If the dispute is not resolved within [60] days following the commencement of mediation or within such other term as is agreed by the parties, the dispute shall be submitted for the decision of [an arbitrator / three arbitrators], and the administration of the arbitration and appointment of the arbitrators are entrusted to the Spanish Court of Arbitration, in accordance with its Bylaws and Rules in force at the date of filing of the request for arbitration. The arbitration shall be based on law. The language of the arbitration shall be [insert language]. The place of the arbitration shall be [insert city]”.