

# CLAUSES FOR NEW CONTRACTS

*Experience demonstrates that to convene mediation in the absence of an appropriate pre-existing contractual clause can require some time. The standard inclusion of a clause similar to number 1) below in new contracts is therefore highly recommended, particularly since the parties remain free to decide jointly to opt out of mediation for any given dispute, if they find it unnecessary or undesirable under the circumstances.*

*Also, because there is a percentage of cases in which mediation is unsuccessful, it is recommended that parties provide for an alternate procedure in order to ensure as efficient as possible a final resolution in the event that mediation does not produce the desired outcome. For example, clauses resembling numbers 2) and 3) below provide for agreed-upon recourse to arbitration or to court, respectively, if mediation does not succeed.*

*The Case Management Service of ADR Center, at + 39 06 6938.0004, will be pleased to discuss the merits of contractual clauses such as the samples provided below; this requires no commitment or costs on your part. In any event, before inserting a mediation clause into a contract, it is always a good principle to consult your lawyer.*

## 1. Mediation Clause

Art. (...) Dispute Resolution

Every dispute arising under or connected to this Contract will be submitted for an attempt at amicable settlement based on the Mediation Rules of ADR Center S.p.A.

## 2. Mediation and Arbitration Clause

Art. (...) Dispute Resolution

Every dispute arising under or connected to this Contract will be submitted for an attempt at amicable settlement based on the Mediation Rules of ADR Center S.p.A.

In the event that the dispute is not resolved within [90] days of the beginning of the mediation procedure, the dispute will be resolved by a Sole Arbitrator [Arbitral Tribunal] appointed by ..... The arbitration will be formal [informal]. The seat of the arbitration will be ..... The arbitrator [arbitrators] will apply the law of ..... The decision of the arbitrator [arbitrators] will be final and binding for the parties.

## 3. Mediation and Civil Judgment Clause

Art. (...) Dispute Resolution

Every dispute arising under or connected to this Contract will be submitted for an attempt at amicable settlement based on the Mediation Rules of ADR Center S.p.A.

In the event that the dispute is not resolved within [90] days of the beginning of the mediation procedure, the dispute will be exclusively resolved by the Court of .....