

Recommended Clauses

Mediation

A. Simple Mediation

"1. All disputes arising out of or in connection with this contract shall be compulsorily submitted, in the first instance, to mediation in accordance with the Mediation Rules of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre).

2. The mediation will take place in [city and/or country].

3. The language of mediation shall be [...]."

Note: By adopting this clause, the parties choose, for all disputes, mediation in accordance with the CAC Mediation Rules.

Arbitration

B. Arbitration

(standard or expedited depending on the application of the Rules)

"1. All disputes arising out of or in connection with this contract shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), by one or more arbitrator(s) appointed in accordance with the Rules.

2. The arbitration will take place in [city and/or country].

3. The language of the arbitration shall be [...]."

Note: By adopting this clause, the parties choose, for all disputes, arbitration in accordance with the CAC Arbitration Rules.

C. Expedited Arbitration

"1. All disputes arising out of or in connection with this contract shall be finally settled by arbitration in accordance with the Expedited Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre) by an arbitrator appointed in accordance with the Rules.

2. The arbitration will take place in [city and/or country].

3. The language of the arbitration shall be [...]."

Note: By adopting this clause, the parties choose, for all disputes, Expedited Arbitration in accordance with the Expedited Arbitration Rules of the CAC, regardless of the value of the dispute in question.

D. Expedited Arbitration for disputes valued at less than [€...] and standard arbitration for disputes of a higher value.

"1. All disputes arising out of or in connection with this contract of a value equal to or less than [€...] shall be finally settled by arbitration in accordance with the Expedited Arbitration Rules of the

Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), by an arbitrator appointed in accordance with the Rules.

2. All disputes arising out of or in connection with this contract of a value greater than [€...] shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), by one or more arbitrator(s) appointed in accordance with the Rules.

3. For the purposes of the provisions of the preceding paragraphs, the value of the arbitration shall be the sum of the claims contained in the Request for Arbitration and in the Response.

4. The arbitration will take place in [city and/or country].

5. The language of the arbitration shall be [...]."

Note: By adopting this clause, the parties choose, for disputes below a value fixed by them, expedited arbitration in accordance with the Expedited Arbitration Rules, and for other disputes standard arbitration in accordance with the Arbitration Rules.

Mediation and Arbitration

E. Mediation followed by arbitration (standard or expedited depending on the application of the Rules)

"1. The parties shall compulsorily submit all disputes arising out of or in connection with this contract, in the first instance, to mediation in accordance with the Mediation Rules of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre).

2. If the dispute is not settled by mediation, it shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), by one or more arbitrator(s) appointed in accordance with the Rules.

3. Mediation and arbitration will take place in [city and/or country].

4. The language of mediation and arbitration shall be [...].

5. While the mediation process is ongoing, any of the parties may request an Emergency Arbitration procedure, under the terms of the respective Rules."

Note: By adopting this clause, the parties choose, for all disputes, mediation and, if in mediation the parties cannot reach agreement on the whole dispute, arbitration in accordance with the Arbitration Rules.

F. Mediation followed by expedited arbitration

"1. The parties shall compulsorily submit all disputes arising out of or in connection with this contract to mediation in accordance with the Mediation Rules of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre).

2. Any dispute not settled by mediation shall be finally settled by arbitration in accordance with the Expedited Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), by an arbitrator appointed in accordance with the Rules.

3. Mediation and arbitration will take place in [city and/or country].
4. The language of mediation and arbitration shall be [...].
5. While the mediation process is ongoing, any of the parties may request an Emergency Arbitration procedure, under the terms of the respective Rules."

Note: By adopting this clause, the parties choose, for all disputes, mediation and, if the parties cannot agree on the whole dispute in mediation, expedited arbitration in accordance with the Expedited Arbitration Rules, regardless of the value of the dispute in question.

G. Urgent Pre-Contractual Administrative Arbitration

"The [official name of the contracting public entity] accepts the jurisdiction of the Institutionalised Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre) to resolve any dispute regarding the present pre-contractual procedure, following the respective regulations, especially the Urgent Pre-Contractual Administrative Arbitration Rules, in particular regarding the respective method of constitution and procedural regime".

Note: Recommended Clause to be included in the Tender Programme

Dispute Board Clause

Dispute Board

1. The parties agree to establish a Dispute Board, under the scope of the Dispute Boards Rules of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), to prevent and resolve any divergences or disputes arising from or related to the performance of this contract.
2. The Dispute Board shall consist of [...] member(s).
3. The Dispute Board shall have the power to issue [recommendations and/or decisions and/or non-appealable rulings] on the matters submitted to it for its consideration.

Dispute Board Clause in conjunction with Arbitration Clause

Dispute Board and Standard Arbitration

1. The parties agree to establish a Dispute Board, under the scope of the Dispute Boards Rules of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), to prevent and resolve any divergences or disputes arising from or related to the performance of this contract.
2. The Dispute Board shall consist of [...] member(s).
3. The Dispute Board shall have the power to issue [recommendations and/or decisions and/or non-appealable rulings] on the matters submitted to it for its consideration.
4. All other disputes arising out of or in connection with this contract which are not, or are no longer, within the scope of the Dispute Board shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), by one or more arbitrator(s) appointed under the terms of the Rules.

5. Arbitration will take place in [city and/or country].

6. The language of the arbitration shall be [...].

Corporate Arbitration

All disputes between the company and its members, or between the members, within the scope of the exercise of their corporate rights, whether arising from law or the Articles of Association, or between the company or the members, and the members of the corporate bodies, in that capacity, shall be submitted for decision to an arbitration tribunal constituted under the aegis of/at the Arbitration Centre of the Portuguese Chamber of Commerce and Industry, also known as the Commercial Arbitration Centre.

Note: The objective scope of the arbitration agreement may be narrower.

2. Acceptance of a position in a corporate body shall also constitute acceptance of this arbitration clause, which shall continue to be binding even after the end of the term of office.

Note: This paragraph should be included if the arbitration agreement covers disputes between members of the governing bodies and the company or members.

3. Unless otherwise agreed between the parties, the arbitration will take place in [city and/or country] and the language of arbitration shall be [...].

4. Subject to the provisions of the following paragraph, the arbitration tribunal shall consist of one arbitrator to be appointed by agreement of the parties [or by (*specify independent entity*)].

Or

4. Subject to the following paragraph, the arbitral tribunal shall consist of three arbitrators, one arbitrator being appointed by each of the parties and the third arbitrator being appointed by the other two [or by (*specify independent entity*)].

5. In actions for annulment, declaration of nullity, and in other actions where the decision given is effective against and in favour of all members and corporate bodies, the President of the Centre shall appoint the arbitrators.

6. The Corporate Arbitration Rules 2021 of the Commercial Arbitration Centre of the Chamber of Commerce and Industry or any other that may replace it shall apply to the arbitration.

7. The arbitrator(s) shall decide according to the law as established, unless the subject matter of the dispute allows the application of other criteria. [without prejudice to the possibility of applying criteria of opportunity and convenience according to the specific dispute in question].

Note: The part in brackets aims to allow the arbitration tribunal to also decide in so-called voluntary jurisdiction proceedings, which otherwise, given the criteria for decision-making in these proceedings, would be excluded from the scope of the arbitration agreement.

Note: The arbitration clause must be included in the company's Articles of Association.