AAMC ARBITRATION AND MEDIATION CLAUSES

AAMC DOMESTIC AND INTERNATIONAL ARBITRATION CLAUSE

The Amika Arbitration and Mediation Council (AAMC) recommends to all parties, desirous of referring the disputes for arbitration by the AAMC the use of the following arbitration clause in writing in their contracts:

"Any dispute, difference or controversy arising out of or in connection with this contract, including any question regarding its existence, operation, termination, validity or breach thereof shall be referred to and finally resolved by arbitration as per the Arbitration & Conciliation Act, 1996 and shall be conducted by the Amika Arbitration and Mediation Council (AAMC), in accordance with their Arbitration Rules ("AAMC Arbitration Rules") for the time being in force."

AAMC DOMESTIC AND INTERNATIONAL MEDIATION CLAUSE

Parties to a contract, who agree to resolve their contractual disputes in accordance with the Amika Arbitration and Mediation Council (AAMC) Rules of Mediation and by the AAMC act as appointing authority and/or to provide administrative services, may use the following clause:

"Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be submitted to mediation by Amika Arbitration and Mediation Council(AAMC) in accordance with the AAMC Mediation Rules. The seat of mediation, language of Mediation, and the number of mediators shall be as per AAMC in Mediation Rules,"

Note: Parties may have to consider adding the following:

(a) The number of Mediator (s) shall be . . . . . .

(b) The language of the Mediation proceedings will be . . .

(c) Specific qualifications of the Mediator (s) including, but not limited to, language, nationality,technical qualifications, and experience.