**English**

**International core mediation clause**

CORE WORDING

‘If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure and the mediation will start, unless otherwise agreed by the parties, within 28 days of one party issuing a request to mediate to the other. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

The mediation will take place in [named city/country; city/country of either/none of the parties] and the language of the mediation will be [English]. The Mediation Agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with the substantive law of [England and Wales].

If the dispute is not settled by mediation within [14] days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration. CEDR shall be the appointing body and administer the arbitration.

CEDR shall apply the UNCITRAL rules in force at the time arbitration is initiated. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be [1-3] and the seat or legal place of arbitration shall be [London, England].’

NOTES

This model clause should be suitable for international contracts, i.e. contracts between parties in different jurisdictions, but consideration should be given to including provisions relating to the location/language of the mediation, as well as the governing law and jurisdiction applicable to the mediation agreement along the lines of this paragraph. The clause refers to arbitration under CEDR’s auspices if mediation does not resolve the dispute, but another arbitral institution and its rules may be identified where parties agree.

The clause can be amended to refer to ‘CEDR, London’ if the draftsperson believes this will specify more clearly where to find CEDR for international parties.