

Model Med-Arb Clause

Any disputes, controversies, or claims arising out of or in connection with this Contract, including those related to its breach, conclusion, modification, termination, or invalidity, shall be settled by mediation by [specify name of the Center, way of its determination or not specify] in accordance with the Rules of Mediation Procedure established by [specify name of the Center, separate rules or parties' agreement] (hereinafter – the Rules) as of the date of signing this Contract.

If the Parties reach a settlement agreement, it can be confirmed in the form of an arbitral award on agreed terms in accordance with the Arbitration Rules of the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” (hereinafter – the RAC). In this case, the Parties agree that any issues related to the performance of the Agreement, including all terms of the settlement agreement in respect of which the Parties have agreed, shall be resolved by arbitration administered by the RAC.

Arbitration for rendering an arbitral award on agreed terms shall be initiated by one of the Parties to the settlement agreement by sending a notice of claim to the Russian Arbitration Center, which shall contain a request to approve the settlement agreement in the form of an arbitral award on agreed terms.

The Parties agree that within the framework of the mediation procedure the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” (hereinafter – the RIMA) shall perform certain functions on organisational and technical support of mediation. In particular, the RIMA may perform the following functions:

- 1) recommendation to the Parties of a mediator candidate (list of candidates) for approval [*Optional: including from among the persons included in the RAC Database of Mediators*].
 - 2) appointment of a mediator if the Parties fail to agree on a particular candidate;
 - 3) providing meeting premises for the Parties and the mediator.
- [Optional: 4) Performing by a RIMA employee the functions of a mediator's assistant (secretary)].*

The functions outlined in paras.1) and 2) shall be performed by RIMA. Other functions within the mediation procedure may be assigned to RIMA only by concluding a separate agreement between the Parties and RIMA.

The Parties agree that for the purposes of sending written statements, notifications, and other written documents the following e-mail addresses shall be used:

[Name of the Party]: [e-mail address]

[Name of the Party]: [e-mail address]

If a Party changes the e-mail address specified above, the Party shall immediately notify the other Party of such change and, if the mediation or arbitration are already commenced, also the mediator and the center providing organisational and technical support of mediation. The Party failing to give notice shall bear the negative impact of any written submissions, notifications and other written documents being sent to a wrong e-mail address.

If the mediation procedure in respect of the dispute is not commenced in accordance with the Rules within 30 (thirty) days from the date of sending the proposal to resort to mediation, the Parties shall have no further obligations to use the mediation procedure in respect of the dispute. The dispute shall be resolved by arbitration administered by the Russian Arbitration Center in accordance with the provisions of the Arbitration Rules.

In case the Parties fail to reach the settlement agreement, any disputes, controversies, or claims arising out of or in connection with this Contract, including those related to its breach, conclusion, modification, termination, or invalidity, shall be settled by arbitration at the Russian Arbitration Center at the Autonomous Non-Profit Organisation "Russian Institute of Modern Arbitration" in accordance with the Arbitration Rules.

[Optional: The parties undertake to voluntarily execute the settlement agreement, as well as the arbitral award or arbitral award on agreed terms.]

[For the purposes of rendering an arbitral award on agreed terms, the arbitrator shall be the person who has acted as a mediator in the dispute between the Parties. The consent of the person to perform the functions of a mediator for the dispute between the Parties shall be considered as the consent to perform the functions of an arbitrator for confirmation of the settlement agreement in the form of an arbitral award on agreed terms.

****In such case, the Parties agree that the arbitrator's fee shall be _____ RUB.]***

[If for any reason the person who performed the functions of a mediator in the dispute between the Parties cannot perform the functions of an arbitrator for the purpose of settlement agreement confirmation in the form of the arbitral award on agreed terms, such arbitrator shall be appointed in the accordance with the procedure stipulated by the RAC Arbitration Rules.]

[The Parties agree that the seat of arbitration for the purposes of the settlement agreement confirmation as an arbitral award on agreed terms shall be Moscow, the Russian Federation.]

[The Parties expressly agree that the arbitral award on agreed terms is final for the Parties and is not subject to setting aside.]

*[The Parties agree that the application for the issuance of a writ of execution for enforcement of an arbitral award on agreed terms shall be subject to consideration by *the Commercial Court of the constituent entity of the Russian Federation (or district court) in the territory of which the arbitral award on agreed terms was rendered.]*