



MILAN  
CHAMBER OF  
ARBITRATION

Resolution of commercial  
disputes

**EXAMPLES OF PATHOLOGICAL ARBITRATION CLAUSES COLLECTED BY THE MILAN  
CHAMBER OF ARBITRATION**

- “The validity, interpretation and legal effects of this agreement shall be governed by the laws as defined by the E.E.C. (European Economic Community), and the parties hereto consent to and accept the jurisdiction of its courts. The parties undertake to resolve any dispute or disagreements, if any, which might arise from this agreement by amicable settlement. If an amiable settlement cannot be reached, either party is free to apply for arbitration in accordance with the settlement clauses of the International Chamber of Commerce.”
- “Any dispute related to this contract shall be settled through arbitration. The arbitration shall be conducted in accordance with the rules of the Commercial Arbitration Society of the State of New York or, alternatively, of its corresponding Italian institution.”
- “The proceedings may be conducted in New York or Milan, depending on parties’ agreement”
- “ 9.10 DisputeResolution.  
(a) All disputes arising between the Parties in connection with this Agreement shall be finally settled by arbitration by a panel of three arbitrators in accordance with the rules of the International Chamber of Commerce insofar as not validly derogated from herein. One or more Shareholders shall, for the purpose of this arbitration clause, be considered as one Party. Each Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly select a third arbitrator. Failing agreement between the two arbitrators selected by the Parties on the choice of the third arbitrator, or failing the appointment of its own arbitrator by the defendant within thirty (30) days of receipt of the notice of arbitration from the plaintiff, the third arbitrator or the arbitrator not appointed by one Party shall be appointed by the President of the Chamber of Commerce of Milan at the request of either Party.  
All arbitrators shall be fluent in the Italian and in the English languages.  
(b) The arbitration shall be held in Milan, Italy. The official language for the arbitration proceedings shall be English, but witnesses may be heard and documents may be submitted in Italian or English. The arbitrators may, for their own convenience or that of the Parties, take evidence at places other than Milan, without changing the situs of the proceedings.



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- (c) The award of the arbitrators may be, alternatively or cumulatively, for monetary damages or any other appropriate order of remedy and either Party may enforce any award of the arbitrators before any competent Court.
- (d) The arbitrators may issue interim awards.
- (e) The final award shall assign costs of the arbitration to one Party or spread them between the Parties.
- (f) The award of the arbitrators shall be rendered in writing with all reasonable expedition, shall set the reasons therefore and shall be final and binding upon the Parties to this Agreement.
- (g) Nothing in this clause shall prevent either Party from seeking emergency injunctive relief to prevent an actual or anticipated breach of this Agreement by the other Party, where damages would not be an adequate remedy.”
- “Any dispute difference or question arising between the parties out, of, or in connection with, this agreement or the right or liabilities of the parties hereunder if not settled between them by agreement, shall be finally settled by arbitration in Milan under the Rules of the Milan Court of Arbitration by one or more arbitrators appointed in accordance with the Rules.”
  - “Any dispute arising out of or related to the present contract shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the Rules), by a sole arbitrator / three arbitrators \*\*, appointed in accordance with the Rules.”
  - “The agreement shall be governed by Italian law and the parties submit the exclusive jurisdiction of the Italian Court. For all details not included in the agreement the Italian Law apply.”
  - “In case of any difference between the Parties hereto resulting from the interpretation or application of this Agreement, the matter shall be settled through arbitration or, if the Parties fail to agree on terms and conditions and persons regarding arbitration, to the judgement and final decision of the Courts of Milano.”