

EELA Arbitration Clause to be inserted into a contract

“Any dispute or claim arising out of or in connection with this contract, including its existence, validity, breach, termination and any non-contractual dispute or claim (**a Dispute**), shall be referred to and finally resolved by arbitration under the European Employment Lawyers Association Arbitration Rules (**the EELA Arbitration Rules**).

The number of arbitrators shall be [one or three].

The seat, or legal place, of the arbitration shall be [city and country].

The language to be used in the arbitral proceedings shall be [language].

The governing law of this arbitration clause shall be [].

Unless otherwise agreed by the parties, the EELA Arbitration Rules in effect on the date of commencement of the arbitral proceedings shall apply to the Dispute.

Either before or after a Dispute has arisen, the parties may agree to amend or disapply any of the EELA Arbitration Rules, subject to any mandatory provision of the law of the seat of the arbitration to the contrary. Any such agreement must be made in writing and signed by both parties, and a copy shall be provided to any arbitral tribunal appointed pursuant to the EELA Arbitration Rules.