Model ADR Clauses

Multi-Step Dispute Resolution Clause

If any dispute occurs between the Parties relating to the application, interpretation, implementation, or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with ADR Chambers before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the Party. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five (5) business days after receipt of the notice of intention to mediate, the mediator will be appointed by ADR Chambers. The mediation will be held at (*city)*. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty (30) days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at ADR Chambers pursuant to the ADR Chambers Arbitration Rules, as amended. Any Party may serve notice of its desire to refer a dispute to arbitration. *(The arbitration shall be conducted by a single arbitrator.)* The arbitration shall be held in (*city)*. The arbitration shall proceed in accordance with the provisions of the Arbitration Act *(province)*. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the Parties.

Standard Arbitration Clause

Any dispute, controversy, or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination, or the business relationship created by it shall be referred to and finally resolved by arbitration

at ADR Chambers under the ADR Chambers Arbitration Rules, as amended. The place of the arbitration shall be _____.

The Parties may wish to consider adding one or all of the following options:

1. There shall be _____ arbitrator(s) (1 or 3). (If 3, state whether each party may nominate an arbitrator and how the third arbitrator is to be selected.) (See Rule 5.4)
2. The language of the arbitration shall be_____.
3. The Arbitral Tribunal must select its award from one of the final offers made by each of the Parties, in its entirety and without modification. The Arbitral Tribunal need not provide detailed reasons for its award.
4. An oral hearing need not be held. (See Rule 11.3)
5. There will be no appeal from the decision of the Arbitral Tribunal on questions of fact, law, or mixed fact and law.

Expedited Arbitration Clause

If any dispute arises between the Parties relating to the application, interpretation, implementation, or validity of this Agreement, the Parties agree to resolve the dispute by arbitration at ADR Chambers using the ADR Chambers Expedited Arbitration Rules. The Parties agree that the ADR Chambers Expedited Arbitration Rules give the Parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in (*city*) and shall proceed in accordance with the provisions of the Arbitration Act (*province*). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Med-Arb Clause

If any dispute occurs between the Parties relating to the application, interpretation, implementation, or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy first through mediation with an ADR Chambers neutral (the "Neutral") and, if they are unable to reach a consensual settlement of the issues in dispute, through arbitration with the Neutral under the ADR Chambers Arbitration Rules, as amended, and in accordance with the Ontario *Arbitration Act, 1991* (the mediation and arbitration process collectively being referred to as the "Med-Arb"). The Parties to a Med-Arb expressly agree to waive section 35 of the Ontario *Arbitration Act, 1991*.

Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relieve, serious harm may be done to the Party.

Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by Med-Arb. The Neutral shall be appointed by agreement between the Parties or, if the Parties cannot agree within five (5) business days after receipt of the Notice of Request for Med-Arb, the Neutral will be appointed by ADR Chambers.

The mediation will be held at *(city)*. The arbitration, if any, will be conducted at the same location, unless the Parties and the Neutral collectively agree otherwise. If the dispute proceeds to arbitration, the decision arrived at by the Neutral shall be final and binding and not subject to appeal on questions of fact, law, or mixed fact and law. Judgment upon the award rendered by the Neutral may be entered in any court having jurisdiction. The costs of the Neutral shall be shared equally by the Parties.

Appointing Authority Clause

If the Parties cannot agree upon an arbitrator within ten (10) days of delivery of written notice of a dispute then the Parties agree that ADR Chambers shall act as the Appointing Authority.