

Cláusula Escalonada modelo de Resolución de Controversias

“Cualquier controversia que guarde relación directa o indirecta con este contrato, será resuelta en conciliación, por un conciliador, de conformidad con el Reglamento de Conciliación y Arbitraje del CEDCA. En caso de que la conciliación no prospere, la controversia será decidida definitivamente mediante arbitraje de [derecho] [equidad], de conformidad con las leyes [que las partes determinen], en [la ciudad y sede que determinen las partes], en idioma [que acuerden las partes], de conformidad con el Reglamento de Conciliación y Arbitraje del CEDCA, por [un árbitro] [tres árbitros] nombrados conforme a ese Reglamento. Los árbitros [podrán] [no podrán] dictar medidas cautelares, [inclusive antes de que quede constituido el Tribunal Arbitral que conocerá el fondo de la controversia]. El Laudo arbitral [será] [no será] motivado y [será] [no será] objeto de la presentación previa prevista en el Reglamento”.

Standard Dispute Resolution Staggered Clause

“Any controversy directly or indirectly related to this contract shall be solved in conciliation, by a conciliator, in accordance with the CEDCA Conciliation and Arbitration Rules. In the event that the conciliation does not prosper, the controversy shall be decided entirely through arbitration [at law] [in equity], in accordance with the laws [that the parties determine], in [the city and place of arbitration that the parties determine], in language [agreed by the parties], in accordance with the CEDCA Conciliation and Arbitration Rules, by [one arbitrator] [three arbitrators] appointed pursuant to that Regulation. The arbitrators [may] [may not] issue interim measures, [even before the Arbitral Tribunal that will know the merits of the controversy is constituted]. The Arbitral Award [shall] [shall not] be reasoned and [shall] [shall not] be the subject of the previous presentation provided for in these Rules”.