



# Cláusula básica de Junta de Controversias

## Cláusula básica de Junta de Controversias (ESP)

“Las partes acuerdan constituir una Junta de Controversias conforme a las reglas del Centro Empresarial de Conciliación y Arbitraje (CEDCA). Cualquier dificultad, desavenencia, discrepancia o controversia que se produzca entre las partes derivada o relacionada con este contrato, en primer lugar, será sometida a consideración de la Junta de Controversias, constituida de conformidad con las reglas del CEDCA. La Junta de Controversias será una Junta de Adjudicación de Controversias y emitirá decisiones vinculantes para las partes. En caso de que la dificultad, desavenencia, discrepancia o controversia no sea resuelta por la Junta de Controversias, las partes acuerdan resolver la misma definitivamente mediante arbitraje de Conformidad con las Reglas del Centro Empresarial de Conciliación y Arbitraje.”

## Basic Dispute Board Clause (ENG)

“The Parties agree to establish a Dispute Board in accordance with the Rules of the Business Center for Conciliation and Arbitration (CEDCA). Any difficulty, disagreement, difference, or dispute arising between the Parties out of or in connection with this Contract shall, in the first instance, be submitted to the consideration of the Dispute Board, constituted in accordance with the CEDCA Rules. The Dispute Board shall operate as a Dispute Adjudication Board and shall issue decisions that are binding upon the Parties.

In the event that any such difficulty, disagreement, difference, or dispute is not resolved by the Dispute Board, the Parties agree to finally settle the same by arbitration in accordance with the Rules of the Business Center for Conciliation and Arbitration (CEDCA).”

# Cláusula ampliada de Junta de Controversias



## Cláusula ampliada de Junta de Controversias (ESP)

"Las partes acuerdan constituir una Junta de [Colocar categoría de la Junta Adjudicación/ Combinada/Revisión] de Controversias conforme a las reglas del Centro Empresarial de Conciliación y Arbitraje (CEDCA). Cualquier dificultad, desavenencia, discrepancia o controversia que se produzca entre las partes derivada o relacionada con este contrato, en primer lugar, será sometida a consideración de la Junta de [Colocar categoría de la Junta [Adjudicación/ Combinada/Revisión] de Controversias, constituida de conformidad con las reglas del CEDCA. La controversia será resuelta en [la ciudad y sede que determinen las partes y en su defecto la que indique la Junta de Controversias], en idioma [que acuerden las partes y en su defecto en el idioma o los idiomas que determine la Junta de Controversias teniendo en cuenta las circunstancias pertinentes e inclusive el idioma del contrato], por uno o más Miembros [indicar un número preferiblemente impar de miembros] nombrados conforme a este Reglamento. La Junta de Controversias será una Junta [Colocar categoría de la Junta Adjudicación/Combinada/Revisión] de Controversias y emitirá [Colocar tipo de conclusión que emite la Junta [Decisión/Recomendación], [Colocar el efecto de conclusión que emite la Junta [Vinculante/No vinculante] para las partes. En caso de que una de las partes no esté de acuerdo con la [Colocar el tipo de conclusión que emite la Junta (Decisión/Recomendación)] o que la Junta de Controversias no emita una Conclusión en los términos del Reglamento CEDCA, o que la Junta de Controversias no se haya podido constituir o se encuentre disuelta, las partes acuerdan resolver la misma definitivamente mediante arbitraje de Conformidad con las Reglas del Centro Empresarial de Conciliación y Arbitraje."

## Extended Dispute Board Clause (ENG)

"The Parties agree to establish a [insert category of the Dispute Board: Adjudication / Combined / Review] Dispute Board in accordance with the Rules of the Business Center for Conciliation and Arbitration (CEDCA). Any difficulty, disagreement, difference, or dispute arising between the Parties out of or in connection with this Contract shall, in the first instance, be submitted to the consideration of the [insert category of the Dispute Board: Adjudication / Combined / Review] Dispute Board, constituted in accordance with the CEDCA Rules. The dispute shall be conducted and resolved in [the city and seat agreed by the Parties, or failing such agreement, the one determined by the Dispute Board], in the language [agreed by the Parties, or failing such agreement, the language or languages determined by the Dispute Board, taking into account the relevant circumstances, including the language of the Contract], by one or more Members [insert the number, preferably an odd number of members] appointed in accordance with these Rules. The Dispute Board shall operate as a [insert category of the Dispute Board: Adjudication / Combined / Review] Dispute Board and shall issue a [insert type of conclusion issued by the Board: Decision / Recommendation], which shall be [insert effect of the conclusion: Binding / Non-binding] upon the Parties. In the event that either Party disagrees with the [insert type of conclusion issued by the Board: Decision / Recommendation], or the Dispute Board fails to issue a conclusion within the terms set forth in the CEDCA Rules, or the Dispute Board has not been constituted or has ceased to exist, the Parties agree to finally settle the dispute by arbitration in accordance with the Rules of the Business Center for Conciliation and Arbitration (CEDCA)."