MODEL CLAUSE

**Model Clause of the Dispute Prevention and Settlement Committee Regulation**

Referral and submission of disputes to the Regulation of the Dispute Prevention and Settlement Committee may take several forms. It may occur at the time of the conclusion of the contract (by contractual clause) or after the controversy arises (by means of a specific instrument or by sending the Notification Form attached to the Regulation). The parties may choose the form best suited to the circumstances, especially if they prefer to form a Standing Committee or an ad hoc Committee, as provided for in the rules. The following option provides for reference to the Regulation through a contractual clause, which may also be adapted to the particularities of the business or project to which it will apply.

**Clause X - Committee for the Prevention and Settlement of Disputes and Arbitration**

The Parties may, by mutual agreement, at any time during the execution of this Agreement, establish a dispute settlement committee in the form of [Award Committee / Review Committee / Hybrid Committee] (“Committee”), pursuant to the Rules of Procedure. Ciesp/Fiesp Conciliation, Mediation and Arbitration Chamber (“CPSC Regulation” and “Ciesp/Fiesp Chamber”, respectively), the rules of any time any disagreements, doubts or conflicts related to [this contract / clause defining the scope of matters subject to the Committee] (“Controversy”) arising during the performance of the Agreement. The Committee shall be composed of [one / three] members [s] to be appointed as provided in the CPSC Rules. The Parties hereby agree that the Committee shall not serve as an Arbitral Tribunal or jurisdictional body and shall not have their powers. The Parties agree to cooperate in the expeditious conduct of the proceedings, and to use their best efforts to provide the Committee with access to all information necessary to resolve the Dispute.

Regardless of whether or not any Party elects to submit a Controversy to the CPSC, any dispute arising out of, or in connection with, the interpretation, performance or performance of this Agreement shall be resolved at any time by arbitration, under the administration of the Ciesp/Fiesp Chamber and in accordance with its Arbitration Rules, so that the submission of the Dispute to the CPSC is not a prerequisite for the initiation of arbitration proceedings. The arbitration proceeding shall be conducted by [one / three] arbitrator [s], appointed in accordance with said Arbitration Rules. The seat of arbitration shall be the city of [Municipality / State / Country], where the arbitration award shall be rendered. The language will be [language].

The parties should review the highlighted sections.