

## ARBITRATION CLAUSE

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The parties hereby agree that any disagreement or dispute arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be finally resolved by means of arbitration and to the exclusion of the State Courts of Justice.

The parties furthermore and expressly agree that the arbitration award to be rendered in the present affair shall be final, enforceable and without appeal ; and they hereby give to the Arbitration Tribunal mandate to dispose of the disagreement or dispute according to the rules of law.

Any arbitration the value of which is of less than FIVE MILLION DOLLARS (5 000 000 \$) will be decided by a sole arbitrator.

The law applicable to the substance of the affair is the Civil Law (Quebec). The rules of evidence and the rules of procedure of the arbitration are the ones contained in sections 2638 to 2643 inclusively of the Civil Code of Quebec and in sections 940 to 951.2 inclusively of the Code of Civil Procedure (Quebec), the Arbitration Tribunal keeping nevertheless, subject to the measures of public order, the power to waive a rule when he considers it convenient for the sole purpose of assuring a sound and effective dispensing of the evidence and the justice.

The language of the arbitration is [English, French or Spanish]. (Specify).

The sessions of arbitration will be held in \_\_\_\_\_ or in any place which can be determined from time to time by the Arbitration Tribunal, after consulting with the parties.

All the sessions of arbitration and the hearings of witnesses are held behind closed doors and all that is said or written during the process of arbitration is formulated under the cover of confidentiality and without prejudice, and is not admissible in evidence in a procedure, be it either judicial or other. The arbitrators, the parties, their prosecutors, their representatives and all the persons accompanying them shall preserve the confidentiality of the whole process of arbitration, of any arbitration award as well as of any document disclosed during the process of arbitration. However, nothing in the present covenant may compromise in any which way the right of the party who disclosed a document, to use it in any procedure, be it either judicial or other, when this party would have had in other respects the right to do so otherwise.

The Arbitration Tribunal must pronounce itself on the disagreement or dispute referred to it. And it will decide supremely in its arbitration award of the allotment of the arbitration expenses, which shall include all the fees, the wages, the expenses and the other costs of the arbitrators, all the fees and disbursements of the attorneys representing the parties, all the costs of stenography, of the transcriptions of the shorthand notes, of the

rental of hearing room and all other outlays incurred by the arbitrators in or for the exercise of their duties.

The confirmation of the arbitration award may not be asked to a Court of Justice before the expiration of THIRTY (30) days from the date of the arbitration award.

WARNINGS :

The hereby presented arbitration clause contains a perfect compromissory clause generally recognized by all the state jurisdictions where civil, commercial and corporate arbitration is allowed as alternate dispute resolution method (resolution of conflict [ADR / ARC]).

It has also been adapted for application in Quebec in the case of civil dispute, commercial dispute or corporate dispute, as well as for a construction dispute.

An experience reader will however have to consult a legal counsel on the questions of civil arbitration, of commercial arbitration or of corporate arbitration before using the present arbitration clause to make sure that it suits perfectly to the mandate he wishes to entrust an arbitration tribunal with.

For more information on arbitration clauses :

Refer to :

[Robert Masson](#), C.Arb.  
Dipl. ING., B.Sc.A., LL.B.  
Chartered Arbitrator

Me [Robert MASSON](#), ing., C.Arb.  
119 - 300, rue du Saint-Sacrement  
Montréal, Québec, H2Y 1X4

T : 514-286-9100  
F : 514-286-9453  
[RMasson@robertmasson.ca](mailto:RMasson@robertmasson.ca)