

## Drafting Effective Arbitration Clauses

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### Drafting an Effective Arbitration Clause Itinerary

- Are you sure that you (your client) really wants to arbitrate?
- Who are the parties?
- Where to arbitrate?
- What rules should apply?
- The essentials
- Samples

## To Arbitrate or Not to Arbitrate

For every argument for arbitration, there is an argument against arbitration.

<b>Pros</b>	<b>v.</b>	<b>Cons</b>
<ul style="list-style-type: none"><li>• Efficiency</li><li>• Limited discovery</li><li>• Fact finder with expertise</li><li>• Confidentiality</li><li>• Finality</li><li>• Flexibility</li><li>• International enforceability</li></ul>		<ul style="list-style-type: none"><li>• Cost of arbitrators</li><li>• Limited discovery</li><li>• Potential for partiality</li><li>• Lack of transparency</li><li>• Limited review</li><li>• No set process</li><li>• International enforceability</li></ul>

## Who's Invited to the Party?

- Certainly, the parties to the agreement
- What about third-parties?
- Can a non-party be bound by arbitration?
- Can you vouch in a third-party?

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