

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.

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

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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