

ARBITRATION CLAUSE MODELS

C Arb-ABPI suggests the following arbitration clause models:

Simple Model:

“Any dispute arising out of, relating to, or resulting from this Agreement and related to any of its subsequent amendments, including, but not limited to, its formation, validity, effectiveness, interpretation, performance, breach or termination, will be finally settled by arbitration, administered by the Arbitration Chamber of the Brazilian Intellectual Property Association (“C Arb-ABPI”), in accordance with its Arbitration Regulation in effect on the date of the request for arbitration. The Parties hereby agree to the appointment of an Emergency Arbitrator pursuant to the C Arb-ABPI Regulation, who may order the execution of any emergency conservatory or interim relief they deem appropriate.”

Complete Model:

“Any dispute arising out of, relating to, or resulting from this Agreement and related to any of its subsequent amendments, including, but not limited to, its formation, validity, effectiveness, interpretation, performance, breach or termination, will be finally settled by arbitration, administered by the Arbitration Chamber of the Brazilian Intellectual Property Association (“C Arb-ABPI”), in accordance with its Arbitration Regulation in effect on the date of the request for arbitration. The arbitration will take place at [LOCAL], will be conducted in [LANGUAGE], under the laws of [APPLICABLE LAW], by [one (1) or three (3)] arbitrator[s], appointed in accordance with the C Arb-ABPI Regulation. The Parties hereby agree to the appointment of an Emergency Arbitrator pursuant to the C Arb-ABPI Regulation, who may order the execution of any emergency conservatory or interim relief they deem appropriate.”

Stepped Model:

“Any dispute originating from, relating to or arising out of this Agreement and related to any of its subsequent amendments, including, without limitation, its formation, validity, effectiveness, interpretation, performance, breach or termination, will be submitted, prior to the commencement of judicial proceedings or arbitration to mediation administered by the Mediation Chamber - C Med-ABPI of the Center for Resolution of Disputes, Mediation and Arbitration in Intellectual Property of the ABPI - Brazilian Intellectual Property Association, pursuant to the Mediation Regulation of C Med-ABPI, except for urgent or conservatory measures. The mediation will take place at [specify location]. The language to be used in the mediation will be [specify language].

The dispute not resolved by mediation, pursuant to the mediation clause above, will be finally settled by arbitration, administered by the Arbitration Chamber of the Brazilian Intellectual Property

Association (“CArb-ABPI”), in accordance with its Arbitration Regulation in effect on the date of the request for arbitration. The arbitration will take place at [LOCAL], will be conducted in [LANGUAGE], under the laws of [APPLICABLE LAW], by [one (1) or three (3)] arbitrator[s], appointed in accordance with the CArb-ABPI Regulation. The arbitration decision will be final and binding on the Parties.

The Parties hereby agree to the appointment of an Emergency Arbitrator pursuant to the CArb-ABPI Regulation, who may order the execution of any emergency conservatory or interim relief that they deem appropriate.