**Arbitration Agreement**

On ………………….. day of ………………………….. this Agreement was entered into between the following:

1. Company……………………………………………………………………………….. (First Party)

C.R. No.

Address:

Attorney:

Address:

According to Power of Attorney No………….. Notarisation Directorate/Ministry of Justice dated ……………………..

1. Company……………………………………………………………………………….. (First Party)

C.R. No.

Address:

Attorney:

Address:

According to Power of Attorney No………….. Notarisation Directorate/Ministry of Justice dated ……………………..

**Preamble:**

Whereas the Parties signed a contract to undertake …………….. dated ……………… for an amount of ……………………………………………………………………………………………………………………………...

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Since a dispute arose between the Parties from the performance of this Contract due to failure to reach an amicable settlement, and such dispute involves the First Party's claim of ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

For the settlement of the dispute and to maintain a good relationship between them, the Parties wish to settle such dispute by arbitration, the following was mutually agreed upon between them:

1. This Preamble shall be deemed as an integral part of this Agreement. This Agreement shall not result in the forfeiture by either party of the right to any procedural or substantive plea that may be made before agreeing upon the arbitration.
2. The Parties mutually agreed upon the reference of this dispute to the Bahrain-based GCC Commercial Arbitration Centre for settlement according to its rules and regulations.
3. The Arbitration Board shall consist of ………………………………………………………………………..
4. The Arbitration Board shall settle the subject-matter of the dispute between the two parties concerning the claims made by the First Party against the Second Party namely (……………………………………..) and the claims made by the Second Party against the First Party namely (……………………………………). Their execution of this Arbitration Agreement constitutes their mutual acceptance of the mandate according to the terms and procedures set forth in this Agreement based upon the rules and regulations of the GCC Commercial Arbitration Centre.
5. The Parties shall deposit the Centre's administration fees and the Arbitration Board's remuneration on an equal basis in the Centre's Treasury according to the Centre's Financial Byelaws with regard to the rules governing the arbitration costs applicable as from 1st January, 2012. The deposit shall take place before proceeding with the appointment of the Arbitration Board.
6. Arbitration shall take place at the Centre in accordance with its Regulation and the Parties mutually agreed to determine the procedure to be followed for conducting the arbitration as follows:

**First: Scope of the Disputed Rights and Matters of the Dispute:**

All the basic elements and all matters related to the Purchase Order No…………….. dated ……………… entered into between the Parties whether the claims are filed by the First Party against the Second Party or the counter claims filed by the Second Party against the First Party.

**Second: Arbitration Procedures' Venue:**

The arbitration hearings shall be held at the GCC Commercial Arbitration Centre in the Kingdom of Bahrain. The Arbitration Board may decide to convene its hearings in any other place following the service of notice to parties to the case.

**Third: Arbitration Language:**

The language of arbitration shall be ……………………. However, documents and correspondence may be submitted in their original language accompanied by a translation thereof into Arabic.

**Fourth: Period of Arbitration:**

The arbitration Board shall hand down its award in respect of the dispute within a period of ……………………. from the date of filing the dispute file to the Board. Such period may be extended for a further ………………… once only.

**Fifth: Arbitration Award:**

An award shall be handed down in Arabic with the detailed reasons thereof and shall be final and binding upon the parties. It shall not be contested by any means of appeal.

**Sixth: Applicable Law to the Dispute:**

The laws of ………………………….. shall be applicable to the matters in dispute.

**Seventh: Applicable Law to the Procedures:**

The rules of the GCC Commercial Arbitration Centre (Rules and Regulation) shall be applicable in this regard.

**Eighth: Parties' Addresses:**

The addresses indicated and given by the Parties in this Arbitration Agreement shall be deemed as the legal domicile of each party. Any change of address shall be given to the Arbitration Board.

This Arbitration Agreement is made in four counterparts of which one is retained by each party and the third counterpart shall be kept at the GCC Commercial Arbitration Centre. The fourth counterpart shall be retained by the Arbitration Board.

 First Party Second Party