

Standard & Optional Arbitration Clauses at Miles Mediation & Arbitration Services, LLC

Disclaimer: The purpose of draft clauses is informational and educational only. Please note that by using these clauses, Miles Mediation & Arbitration Services, LLC is neither providing legal advice nor creating any attorney-client relationship with you. You should not act upon or rely on any information provided by this document, without engaging and seeking the advice of an attorney. Miles Mediation & Arbitration Services, LLC does not guarantee the enforceability of these clauses.

(A) General Arbitration Clause

Any dispute, claim, conflict, or controversy arising out of, or in relation to this Agreement with respect to its termination, validity, enforcement, or interpretation thereof, including the existence, scope, or applicability of the present arbitration agreement shall be determined by arbitration before an arbitral tribunal consisting of **one arbitrator**. The place of the arbitration shall be **Atlanta**. The arbitral proceedings shall be administered by Miles Mediation & Arbitration pursuant to **Miles Commercial Arbitration Rules & Procedures, 2023**. Any award passed by the arbitral tribunal may be enforced before any court of law having competent jurisdiction. Parties have the right to seek provisional remedies in aid of the arbitration proceedings from a court of competent jurisdiction.

(B) Expedited Arbitration Clause

Any dispute, claim, conflict, or controversy arising out of, or in relation to this Agreement with respect to its termination, validity, enforcement, or interpretation thereof, including the existence, scope, or applicability of the present arbitration agreement shall be determined by arbitration before an arbitral tribunal consisting of **one arbitrator**. The place of the arbitration shall be **Atlanta**. The arbitral proceedings shall be administered by Miles Mediation & Arbitration pursuant to **Miles Expedited Arbitration Rules & Procedures, 2023**. Any award passed by the arbitral tribunal may be enforced before any court of law having competent jurisdiction. Parties have the right to seek provisional remedies in aid of the arbitration proceedings from a court of competent jurisdiction.

(C) Emergency Arbitrator Clause

- a. A party to any dispute, claim or controversy arising out of, or in relation to this Agreement with respect to its termination, validity, enforcement or interpretation thereof, that requires urgent interim/ provisional measures (“**Emergency Relief**”) where such Emergency Relief shall be defeated while awaiting the constitution of an arbitral tribunal, may submit an application setting out the grounds for such Emergency Relief to Miles Mediation & Arbitration pursuant to **Miles Emergency Arbitration Rules & Procedures, 2023**.
- b. The Emergency Relief clause shall only apply to such parties that are signatories to the Arbitration Agreement, and shall include their heirs, assigns, and successors.
- c. If the parties have either expressly opted out of the Emergency Relief provisions or have agreed to another pre-arbitral procedural that provides for similar urgent measures, the provisions for Emergency Relief shall not be applicable.

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(D) Comprehensive Additional Arbitration Clauses¹ (*Strictly Optional*)

1. Qualifications of the Arbitral Tribunal

a. *Sole Arbitrator*

The parties hereby agree that the sole arbitrator must be:

- (i) A retired judge from a court of competent jurisdiction with prior experience in dealing with matters pertaining to **employment discrimination and termination of employment for cause**; or
- (ii) A qualified attorney with at least twelve (12) years of active practice and experience in dealing with matters pertaining to **employment discrimination and termination of employment for cause**.

b. *Three-Arbitrator Panel*

The parties hereby agree that the arbitral tribunal comprising of three arbitrators possess the following requisite qualifications:

- (i) The Chair of the arbitral tribunal must be either a retired judge from a court of competent jurisdiction with prior experience in dealing with matters pertaining to **employment discrimination and termination of employment for cause**, or a qualified attorney with at least twenty (20) years of active practice and experience in dealing with matters pertaining to **employment discrimination and termination of employment for cause**.
- (ii) One of the party-nominated Arbitrators of the arbitral tribunal must be a qualified expert with demonstrated experience in the field of **employment discrimination and termination of employment for cause**, irrespective of whether such expert is an attorney licensed to practice law in the United States of America.

2. Diverse, Inclusive, and Equitable Arbitral Panel

The parties hereby agree that appointments of arbitrators or arbitral panels will be based upon a fair and equitable representation of diverse neutrals while considering their gender, nationality, ethnicity, and sexual orientation. Furthermore, the parties shall endeavor to request arbitral institutions to include an equal representation of diverse neutrals on their rosters for appointment of arbitrators.

3. Confidentiality

The parties hereby agree that all such pleadings, motions, exhibits, evidentiary documents, contents of hearings and orders/ awards, if any, made during the arbitration proceedings shall be strictly confidential unless necessitated by law, or in connection with an application to a court of competent jurisdiction for interim measures, or a judicial challenge to a partial or final award.

4. Law governing the Arbitration Agreement and Contract

¹ *Optional clauses guide the parties and arbitral tribunal in making informed decisions pertaining to, inter-alia, the formation of the arbitration panel, governing laws, and distribution of costs. While they are not mandatorily required, it is suggested that parties incorporate the clauses into their agreement to ensure strict interpretation and compliance.*

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The parties hereby agree that the validity, scope, and interpretation of the provisions of this Contract including the Arbitration Agreement shall be governed in accordance with the laws of the State of **Georgia**, notwithstanding the conflict or choice of law rules. All such arbitration proceedings conducted pursuant to the Contract shall be governed by the laws of Georgia, and specifically the **Georgia Arbitration Code**.

5. Costs of the Arbitration Proceedings

The parties hereby agree that the sole arbitrator or the arbitral panel shall have the sole discretion and power to award the prevailing party of all such costs and attorneys' fees reasonably incurred during the arbitral proceedings, including emergency reliefs, applications for interim measures, and judicial enforcement.