

IPP-ARBITRATION



The IPP - Chamber of Polish Employers - Court of Arbitration is the institution for resolving international commercial and business disputes.

The proliferation of international commercial disputes, many of them involving several parties, is an inevitable by-product of the global economy. Today's business and operating conditions underscore arbitration's advantages over litigation, especially in cross-border disputes.

Often the parties are from markedly different national, cultural and legal backgrounds. They want to avoid litigation because they fear bias by national courts, are unfamiliar with national court procedures and want to be spared damaging publicity. IPP arbitration is an attractive alternative because it is international and confidential. Usually, it is less time-consuming and less expensive than litigation.

You don't have to be an IPP member to use IPP arbitration. Arbitration agreements are binding and the awards are enforceable in most of the world's trading nations particularly due to their accession to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Unlike litigation, arbitration is flexible. The parties to a dispute are entitled to decide what form arbitration should take, even down to the language used in the proceedings.

Under IPP Rules, the parties can choose the arbitrators, the place of arbitration and which rules of law should apply. They can even indicate a target date for completing the arbitration and estimate approximate costs in advance in full confidence that the Court will exercise control over the choice of the arbitrators, over the procedure, over the costs and over the award.

ICC arbitration is respected worldwide.

The decision to use IPP arbitration should be made long before there is any hint of a dispute, preferably when the parties are still negotiating terms of a contract. You are advised to use the following standard clause, subject to adjustment to fit national law and the special needs of the deal:

All disputes arising out of or in connection with this contract shall be settled by the Court of Arbitration at the Chamber of Polish Employers in Warsaw pursuant to the Rules of this Court binding on the date of filing the statement of claim.

Alle aus oder in Zusammenhang mit diesem Vertrag sich ergebenden Streitigkeiten werden nach der an dem Tag der Einleitung der Schiedsklage gültigen Schiedsgerichtsordnung des Schiedsgerichts bei der Polnischen Arbeitgeberkammer in Warschau entschieden.

Tous différends découlant du présent contrat ou en relation avec celui-ci seront tranchés par la Cour d'Arbitrage pres de la Chambre des Employeurs Polonaises a Varsovie suivant le Reglement de cette Cour en vigueur a la date de soumission de la demande d'arbitrage.

Wszelkie spory wynikające z niniejszej umowy lub powstające w związku z nią będą rozstrzygane przez Sąd Arbitrażowy przy Izbie Pracodawców Polskich w Warszawie stosownie do Regulaminu tego Sądu obowiązującego w dacie wniesienia pozwu.

Parties may stipulate the law governing the contract, the number of arbitrators and the place and language of arbitration.

All are matters of choice for the parties themselves — and if they cannot agree,

the IPP arbitration system will provide a solution in the interest of convenience and efficiency.

Failure to include an IPP arbitration clause in the original contract does not rule out IPP arbitration. That choice can be made at any time — but obviously, inclusion of the clause in the contract is advisable because it provides a sure path to follow in case of dispute.

You and the other party are free to agree on whether there should be a sole arbitrator or three. Failing agreement, the Court will decide.

You can pick your arbitrator for his or her nationality, language or expertise - someone who understands your culture or line of business. The Court checks all arbitrators for their independence and availability. It will step in to appoint a chair or a sole arbitrator if there is no agreement, or even choose the arbitrators if that is the parties' preference. IPP arbitrations can be held anywhere in Europe. Choose the best place for getting your case handled with a minimum of fuss and inconvenience - and for making sure that the award can be enforced if necessary. This choice may have effect on the applicable law to the arbitral procedure. You and the other party can agree on the rules of law under which your case will be dealt with. For example, they could be the laws of your own country, of the other party's country, of another country entirely, or what the legal profession calls „general principles of law”. Arbitrations can take place in many languages. Parties may agree on the language in their original contract or when the case goes to arbitration.

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