

**AGREEMENT BETWEEN
THE ARBITRATION COMMITTEE OF
THE CENTRAL CHAMBER OF COMMERCE OF FINLAND AND
THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION
TO FACILITATE THE USE OF COMMERCIAL ARBITRATION
IN TRADE BETWEEN FINLAND AND JAPAN**

Being convinced that a wider use of commercial arbitration would lend confidence and stability to commercial transactions between firms in Finland and in Japan, The Arbitration Committee of The Central Chamber of Commerce of Finland and The Japan Commercial Arbitration Association are agreed henceforth to recommend that firms engaged in such trade should insert in their contracts the following clause:

“All disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this contract, or for the breach thereof, shall be finally settled by arbitration pursuant to the Finnish-Japanese Trade Arbitration Agreement of July 28, 1967 by which each party hereto is bound.”

The terms of the agreement referred to in this clause are as follows:

1. Arbitration to be held in Finland shall be conducted under the rules of The Arbitration Committee of The Central Chamber of Commerce of Finland; arbitration to be held in Japan shall be conducted under the rules of The Japan Commercial Arbitration Association.

2. The place where the arbitration is to be held should be designated in the contract or later agreed upon by the parties in writing. When the parties fail to reach agreement on such place, the following procedure will apply.

a) The party demanding arbitration will inform in writing the Committee or the Association at his option, submitting all arguments and reasons for preference regarding the place of arbitration.

b) The arbitration body approached will send a copy of the letter mentioned under a) to the other party, giving him an opportunity to put forward all his arguments and reasons for his preference within thirty (30) days upon his receipt of such notice. The arbitration body approached will at the same time inform the other arbitration body, sending a copy of the letter mentioned under a) as well.

c) After the period mentioned under b) the arbitration body first approached will decide the locale of arbitration, whose decision shall be final and binding upon the parties, unless one of the parties expresses his wish that a special committee will be set up to make this decision.

d) In that case this special committee shall consist of three members, one appointed by the Committee and one by the Association, the third to act as chairman, shall be chosen by the other two. The third member shall be of a nationality other than any one of the parties. The decision of the place of arbitration by the special committee shall be final and binding upon both parties to arbitration.

3. Both Committee and Association will cooperate in advancing international commercial arbitration through increased use of the facilities of their organizations, and will advise each other concerning mutual policies and progress in the interests of Finnish-Japanese trade.

The foregoing shall be known as the Finnish-Japanese Trade Arbitration Agreement and shall be deemed to be incorporated in any contract containing the clause mentioned above.

**Helsinki, Finland
Date: July 28, 1967**

**THE ARBITRATION COMMITTEE OF
THE CENTRAL CHAMBER OF COMMERCE OF FINLAND
by: Antero Laakso, President
Matti Maenpaa, Secretary**

**Tokyo, Japan
Date: July 7, 1967**

**THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION
by: Tadashi Adachi, President**