

**AGREEMENT BETWEEN
THE LONDON COURT OF ARBITRATION
THE LONDON CHAMBER OF COMMERCE AND INDUSTRY
AND
THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION**

The London Chamber of Commerce and Industry (referred to as the "Chamber"), the London Court of Arbitration (referred to as the "Court"), and the Japan Commercial Arbitration Association (referred to as the "Association"), believing that wider use of commercial arbitration will contribute to the stability of economic transactions between the United Kingdom and Japan, have agreed as follows:

Article 1

The Chamber and the Association shall each recommend to enterprises engaged in economic transactions between the United Kingdom and Japan the insertion of the following arbitration clause in contracts between such enterprises:

"All disputes that may arise under or in relation to this contract shall be submitted to arbitration under the rules in force at the date of this contract of (a) the London Court of Arbitration if the arbitration is to be held in the United Kingdom or (b) The Japan Commercial Arbitration Association if the arbitration is to be held in Japan.

If the place of arbitration is not so designated by the parties or is not agreed by them within 28 days from the date on which a demand for arbitration is received by the Court or the Association from either party, the place of arbitration shall be the country of the Respondents. Provided that the Court and the Association may agree, on the application of either party to the Court or the Association, that the place of arbitration shall be the country of the Claimants, such agreement between the Court and the Association being binding upon both parties. Failing such agreement between the Court and the Association within 28 days from the date of the said application, the place of arbitration shall be the country of the Respondents."

Article 2

(1) When either the Court or the Association has received from a party to a contract including the arbitration clause contained in Article 1 hereof, a demand for arbitration in accordance with the said arbitration clause, it shall immediately transmit a copy of such demand to the other party and to the Court or the Association (as the case may be) and shall notify the party demanding arbitration accordingly.

(2) If an application as aforesaid is received for the arbitration to be held in the Claimants' country, the Court and the Association shall, in coming to their decision, take into account all relevant circumstances, for example, if perishable goods are concerned, which country would be more convenient for a speedy examination thereof.

Article 3

The Chamber, the Court and the Association will co-operate to promote international commercial arbitration between the two countries and will exchange all necessary information and opinions conducive to the realization of this Agreement.

Article 4

Believing that the bringing of their respective arbitration laws and rules into closer harmony will contribute to the further stability and development in economic transactions between the enterprises of the two countries, the Chamber, the Court and the Association will exert every effort to this end.

Article 5

This Agreement shall be called the "British-Japanese Arbitration Agreement." This Agreement has been prepared in two authentic copies in the English language.

**LONDON CHAMBER
OF COMMERCE AND
INDUSTRY**

**Sir Patrick Reilly
President**

London, May 8, 1973

**LONDON COURT OF
ARBITRATION**

**J.R.W. Alexander
Chairman**

London, May 8, 1973

**THE JAPAN COMMERCIAL
ARBITRATION ASSOCIATION**

**Shigeo Nagano
President**

Tokyo, April 27, 1973