

**AGREEMENT BETWEEN THE
NETHERLANDS ARBITRATION INSTITUTE
AND THE
JAPAN COMMERCIAL ARBITRATION ASSOCIATION
TO FACILITATE THE USE OF COMMERCIAL ARBITRATION
IN TRADE BETWEEN NETHERLANDS AND JAPAN**

Being convinced that a wider use of commercial arbitration would lend confidence and stability to commercial transactions between firms in the Netherlands and in Japan, the Netherlands Arbitration Institute 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 Netherlands-Japanese Trade Arbitration Agreement, of 30th November 1962 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 the Netherlands shall be conducted under the rules of the Netherlands Arbitration Institute; 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 Institute or 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 make this decision.
 - d) In that case this committee shall consist of three members, one appointed by the Institute 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 committee shall be final and binding upon both parties to the controversy.
3. Both Institute and Association will cooperate in advancing international commercial arbitration, through increased use of the facilities of their organization, and will advise each other concerning mutual policies and progress in the interests of Netherlands-Japanese trade.

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

Rotterdam, Netherlands
Date: 7th November 1962

Signed for and on behalf of
THE NETHERLANDS ARBITRATION INSTITUTE
By: R.P. Cleveringa, President
A.S. Fransen van de Putte, Secretary

Tokyo, Japan
Date: 30th November 1962

Signed for and on behalf of
THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION
By: Tadashi Adachi, President
Fujio Suzuki, Executive Director