

## CONTRACT CLAUSES

### 1. MEDIAUTOR-WIPO Mediation Clause

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the MEDIAUTOR-WIPO Mediation Rules. The place of mediation shall be [specify place]. The language to be used in the mediation shall be [specify language].

### 2. MEDIAUTOR-WIPO Mediation Followed, in the Absence of a Settlement, by Expedite Arbitration Clause

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the MEDIAUTOR-WIPO Mediation Rules. The place of mediation shall be [specify place]. The language to be used in the mediation shall be [specify language].

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within [60][90] days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of [60][90] days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be [specify place]. The language to be used in the arbitral proceedings shall be [specify language]. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of [specify jurisdiction].

### 3. MEDIAUTOR-WIPO Mediation Followed, in the Absence of a Settlement, by Court Litigation Clause

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the MEDIAUTOR-WIPO Mediation Rules. The place of mediation shall be [specify place]. The language to be used in the mediation shall be [specify language].

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within [60][90] days of the commencement of the mediation, the courts of [specify

place] shall have exclusive jurisdiction. Alternatively, if, before the expiration of the said period of [60][90] days, either party fails to participate or to continue to participate in the mediation, the courts of [specify place] shall have exclusive jurisdiction. The dispute, controversy or claim shall be decided in accordance with the law of [specify jurisdiction].

## **SUBMISSION AGREEMENT**

### **1. MEDIAUTOR-WIPO Mediation Submission agreement**

We, the undersigned parties, hereby agree to submit to mediation in accordance with the MEDIAUTOR-WIPO Mediation Rules the following dispute: [brief description of the dispute]

The place of mediation shall be [specify place]. The language to be used in the mediation shall be [specify language].

### **2. MEDIAUTOR-WIPO Mediation Followed, in the Absence of a Settlement, by Expedited Arbitration Submission Agreement**

We, the undersigned parties, hereby agree to submit to mediation in accordance with the MEDIAUTOR-WIPO Mediation Rules the following dispute: [brief description of the dispute]

The place of mediation shall be [specify place]. The language to be used in the mediation shall be [specify language].

We further agree that, if, and to the extent that, the dispute has not been settled pursuant to the mediation within [60][90] days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of [60][90] days, either party fails to participate or to continue to participate in the mediation, the dispute shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be [specify place]. The language to be used in the arbitral proceedings shall be [specify language]. The dispute referred to arbitration shall be decided in accordance with the law of [specify jurisdiction].

### **3. MEDIAUTOR-WIPO Mediation Followed, in the Absence of a Settlement, by Court Litigation Submission Agreement**

We, the undersigned parties, hereby agree to submit to mediation in accordance with the MEDIAUTOR-WIPO Mediation Rules the following dispute: [brief description of the dispute]

The place of mediation shall be [specify place]. The language to be used in the mediation shall be [specify language].



## MEDIAUTOR

We further agree that, if, and to the extent that, the dispute has not been settled pursuant to the mediation within [60][90] days of the commencement of the mediation, the courts of [specify place] shall have exclusive jurisdiction. Alternatively, if, before the expiration of the said period of [60][90] days, either party fails to participate or to continue to participate in the mediation, the courts of [specify place] shall have exclusive jurisdiction. The dispute shall be decided in accordance with the law of [specify jurisdiction].