

MODEL DISPUTE BOARD MEMBER AGREEMENT

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This Agreement is entered into between:

DB Member *[full name, title and address]*
hereinafter the “Dispute Board Member” or “DB Member”

and

Party 1: *[full name and address]*

Party 2: *[full name and address]*,

hereinafter collectively referred to as the “Parties”.

Whereas:

The Parties have entered into a contract dated
(the “Contract”) for *[scope of work and/or name of project]*, which is to be performed in *[city and country of performance]*;

The Contract provides that the Parties must refer their disputes to a *[DRB, DAB or CDB]* under the ICC Dispute Board Rules (the “Rules”); and

The undersigned individual has been appointed to serve as a DB Member.

The DB Member and the Parties therefore agree as follows:

1. Undertaking

The DB Member shall act as *[sole DB Member, president of the DB or DB Member]* and hereby accepts to perform these duties in accordance with the terms of the Contract, the Rules and the terms of this Agreement. The DB Member confirms that he/she is and shall remain impartial and independent of the Parties

2. Composition of the DB and Contact Details

- First alternative: The sole DB Member can be contacted as follows:
[name, address, telephone, email and any other contact details]
- Second alternative: The DB Members are those listed below and can be contacted as follows:

President:

[name, address, telephone, email and any other contact details]

Additional DB Members:

[name, address, telephone, email and any other contact details of each person mentioned]

The Parties to the Contract are those indicated above with the following contact details:

Party 1: *[name, person responsible for the Contract, address, telephone, email and any other contact details]*

Party 2: *[name, person responsible for the Contract, address, telephone, email and any other contact details]*

Any changes in these contact details shall be immediately communicated to all concerned.

3. Qualifications

With respect to any DB Member appointed by the Parties, the undersigned Parties recognize that such DB Member has the necessary attributes, including professional qualifications and language ability, to undertake the duties of a DB Member.

4. Fees

- The monthly management fee shall be *[specify currency and full amount]*, i.e. *[specify multiple]* times the daily fee.
- The daily fee shall be *[specify currency and full amount]* based upon a *[specify number of hours]*-hour day

For days on which the DB Member works less than *[specify number]* hours *[set out agreement]*.

For days on which the DB Member works more than *[specify number]* hours *[set out agreement]*.

- These fees shall be fixed for the first 24 months after the signing of the DB Member Agreement and thereafter shall be adjusted automatically on each anniversary of the DB Member Agreement using the following index *[specify index]*.
- For days spent travelling *[set out agreement]*.
- Expenses of the DB Member, as described in Article 31(2) of the Rules, shall be reimbursed *[at cost/on the basis of a fixed per diem of ...]*.

5. Payment of Fees and Expenses

- First alternative: All fees and expenses shall be invoiced to *[Party X]* with copies to the other Party and shall be paid to the DB Member by *[Party X]*. *[Party X]* shall be reimbursed by the other Party for the latter's share of the fees and expenses so that they are borne equally by both Parties.

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- Second alternative: All fees and expenses shall be invoiced to and paid by each of the Parties in equal shares.

All payments to the DB Member shall be made, without deductions or restrictions, to the following account: [*name of bank, account no., SWIFT code, etc.*]. The transfer charges shall be borne by the party making the transfer.

All payments shall be made within 30 days of receipt by a Party of the invoice from the DB Member.

6. Duration and Termination of the Agreement

Subject to the provisions of this Article 6, the DB Members agree to serve for the duration of the DB.

The Parties may jointly terminate this Agreement or disband the whole DB at any time, with immediate effect, subject to payment of the monthly management fee for a period of [*three*] months.

The DB Member may resign from the Dispute Board at any time by giving [*three*] months' written notice to the Parties.

7. Indemnity

The Parties shall jointly and severally indemnify and hold harmless every DB Member from any claims of third parties for anything done or omitted in the discharge or purported discharge of the DB Member's activities, unless the act or omission is shown to have been in bad faith.

8. Disputes and Applicable Law

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules of Arbitration. This Agreement shall be governed by [*specify applicable law*]. The place of arbitration shall be [*name of city/country*]. The language of the arbitration shall be [*specify language*].

This Agreement is entered into on [*specify date*] at [*specify place*].

DB Member	Party 1	Party 2
[<i>signature</i>]	[<i>signature</i>]	[<i>signature</i>]

ICC International Centre for ADR

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