

Praxis Forum

Model Arbitration Clauses

To seamlessly integrate the **Praxis Forum Rules**¹ into commercial contracts, employment agreements, or active dispute proceedings, parties may select from the four (4) following model clauses². These clauses establish a clear contract mechanism ensuring that the tribunal has the explicit mandate to apply a trauma-informed, care-centric framework from intake to final case closure.

1 **Praxis Forum**—Rules on the Efficient Conduct of Arbitral Proceedings, Updated August 8, 2026.

2 Option 1. Standard Model Arbitration Clause; Option 2. Ad-Hoc Model Clause; Option 3. Submission Agreement, and Option 4: Model "Opt-In" Order.

Option 1. Standard Model Arbitration Clause

Use this option when drafting standard commercial agreements, employment contracts, partnership agreements, or service contracts before any dispute arises. This clause incorporates the Praxis Forum Rules as a supplementary framework to a primary institution's rules (e.g., ICC, AAA/ICDR, LCIA, or UNCITRAL).

“Any dispute, controversy, or claim arising out of or relating to this contract, including its formation, interpretation, breach, or termination, shall be referred to and finally resolved by arbitration in accordance with the **[Insert Primary Arbitration Rules]** current at the time of commencement.

In addition to the primary rules selected above, the parties explicitly agree that the arbitration shall be conducted in accordance with, and subject to, the **Praxis Forum Rules on the Efficient Conduct of Arbitral Proceedings** (the ‘Praxis Forum Rules’).

The arbitral tribunal shall be empowered and directed to operationalize the trauma-informed, care-centric principles set forth in the Praxis Forum Rules at every stage of the proceedings, including but not limited to the management of evidence, witness testimony, hearing room environment, and the allocation of costs.

The seat of the arbitration shall be **[City, Country]**.

The language of the arbitration shall be **[Language]**.

The number of arbitrators shall be **[One / Three]**.”

Option 2. Ad-Hoc Model Clause

Use this option if you are designing a purely customized, ad-hoc arbitration procedure that does not rely on a major institutional framework, making the **Praxis Forum Rules** the primary guide for procedural management.

“Any dispute, controversy, or claim arising out of or relating to this contract shall be referred to and finally resolved by ad-hoc arbitration.

The arbitration shall be conducted and managed in strict accordance with the **Praxis Forum Rules on the Efficient Conduct of Arbitral Proceedings** (the ‘Praxis Forum Rules’). The arbitral tribunal shall proactively exercise its procedural discretion to ensure a human-centric, psychologically safe environment for all participants.

The seat of the arbitration shall be **[City, Country]**.

The language of the arbitration shall be **[Language]**.

The number of arbitrators shall be **[One / Three]**, to be appointed in accordance with the default appointment provisions of the seat's domestic arbitration legislation.”

Option 3. Submission Agreement

Use this option if a dispute has already occurred, and the parties **did not** have an arbitration clause in their original contract, but now wish to resolve the matter safely and collaboratively through a trauma-informed process.

“We, the undersigned parties, hereby agree to submit the dispute concerning **[Brief Description of the Existing Dispute]** to binding arbitration.

The arbitration shall be conducted in accordance with the **[Insert Primary Rules, or select ‘ad-hoc’]**.

The parties explicitly mandate that the arbitral tribunal apply the **Praxis Forum Rules on the Efficient Conduct of Arbitral Proceedings** (the ‘Praxis Forum Rules’) to govern the procedural climate, fact-finding, and hearing phases of this dispute.

The parties pledge to cooperate in good faith with the tribunal to maintain a care-centric environment that protects the personal dignity and psychological safety of all witnesses, experts, and counsel involved.”

Option 4. Model "Opt-In" Order

Use this option if an arbitration is already underway under standard rules, and counsel or the tribunal realizes that due to the sensitive nature of the evidence, the case requires a trauma-informed overlay.

This text can be inserted directly into **Procedural Order No. 1**.

“Pursuant to the tribunal's inherent power to conduct the proceedings efficiently and fairly, and with the agreement of the parties, the tribunal hereby adopts the **Praxis Forum Rules on the Efficient Conduct of Arbitral Proceedings** (the ‘Praxis Forum Rules’) as procedural guidelines for this arbitration.

The provisions of the Praxis Forum Rules shall supplement the existing **[Insert Institutional Rules]** to govern the presentation of documentary evidence, the pacing of hearings, the protection of vulnerable fact witnesses, and the internal deliberations of the tribunal.

Where a direct, irreconcilable conflict arises between the primary institutional rules and the Praxis Forum Rules, the **[Select: Primary Institutional Rules / Praxis Forum Rules]** shall prevail.”

Updated: August 8, 2026