

IFTA Arbitration™

Sample Arbitration Clauses

From AFMA Model International Licensing Agreement, 3rd Edition:

“Any dispute under this Agreement will be resolved by final and binding arbitration under the Rules For International Arbitration of AFMA® in effect when the arbitration is filed (“AFMA® Rules”). Each Party waives any right to adjudicate any dispute in any other court or forum, *except* that a Party may seek interim relief before the start of arbitration as allowed by the AFMA® Rules. The arbitration will be held in the Forum designated in the Agreement, or, if none is designated, as determined by the AFMA® Rules. The Parties will abide by any decision in the arbitration and any court having jurisdiction may enforce it. The Parties submit to the jurisdiction of the courts in the Forum to compel arbitration or to confirm an arbitration award. The Parties agree to accept service of process in accordance with the AFMA® Rules.”

From IFTA Model International Licensing Agreement, 5th Edition (released in 2010):

Any dispute arising under this Agreement, including with respect to any right or obligation that survives termination or cancellation of this Agreement will be administered and resolved by final and binding arbitration under the IFTA® Rules for International Arbitration in effect as of the Effective Date of this Agreement (“IFTA® Rules”). Each Party waives any right to adjudicate any dispute in any other court or forum, *except* that a Party may seek interim relief before the start of arbitration as allowed by the IFTA® Rules. The arbitration will be held in the Forum and under the Governing Law designated in the Deal Terms or, if none, as determined by the IFTA® Rules. The arbitration will be decided in accordance with the Governing Law. Otherwise, the Parties will abide by any decision in the arbitration and any court having jurisdiction may enforce it. The Parties submit to the jurisdiction of the courts in the Forum for interim relief, to compel arbitration and to confirm an arbitration award. The Parties agree to accept service of process in accordance with the IFTA® Rules and agree that such service satisfies all requirements to establish personal jurisdiction over the Parties. Both Parties waive application of the Hague Convention for Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters. Both Parties acknowledge that for an unsatisfied arbitration award that is confirmed by a court of competent jurisdiction, the Prevailing Party may request that the other Party be barred from attendance at the American Film Market® solely in accordance with the barring provisions of the current AFM® Guidelines.”

One difference between these clauses is that the clause from the MILA (3rd Edition) provides that the governing IFTA Arbitration Rules to be used in the event of arbitration are the version in effect at the time arbitration is filed, while the MILA (5th Edition) arbitration clause specifies that the governing Rules are those in effect as of the effective date of the agreement.