

MODEL DISPUTE BOARD MEMBER AGREEMENT

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/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/chairman of the DB/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 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, fax and e-mail details*]

● Second alternative: The Members of the DB are those listed below and can be contacted as follows:

Chairman: [*name, address, telephone, fax and e-mail details*]

DB Member: [*name, address, telephone, fax and e-mail details*]

DB Member: [*name, address, telephone, fax and e-mail details*]

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

Party 1: [*name, person responsible for the Contract, address, telephone, fax and e-mail details*]

Party 2: [*name, person responsible for the Contract, address, telephone, fax and e-mail 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 professional qualifications and language ability to undertake the duties of a DB Member.

4. Fees

The Monthly Retainer 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.

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:

Expenses of the DB Member, as described in Article 29(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 a copy to [*Party Y*] and shall be paid to the DB Member by [*Party X*]. [*Party Y*] shall reimburse half of the fees and expenses to [*Party X*] so that they are borne equally by the Parties.

● 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 terminate the whole DB at any time by giving [*specify number*] months' written notice to the DB Member or the whole DB.

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

7. Indemnity

The Parties will 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
[signature]