

Model Clauses for CDRC Administered Expert Proceedings

[General Note: *All italicised text and text in square brackets (except for the heading of a particular Rule) shall be properly filled in and/or deleted, with due regard to the particular circumstances.]*

Model clauses the Parties may use for incorporating the Expert Proceedings under these Rules into their Contract.

Parties should use and/or modify these model clauses to adapt the chosen clause to their specific circumstances. The Parties shall, in particular, adapt the model clauses to the requirements of the governing law of their Contract.

CDRC assumes no liability for unenforceability of any of the offered model clauses below.

Model Clause 1

Optional Expert Proceedings

The Parties may at any time, without prejudice to any other proceedings under this Contract, submit any dispute arising out of or in connection with this Contract to administered expert proceedings in accordance with the Rules for Administered Expert Proceedings of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia.

Model Clause 2

Mandatory Expert Proceedings with non-binding Expert's Report

In the event of any dispute arising out of or in connection with this Contract, the Parties agree to submit the dispute to administered expert proceedings in accordance with the Rules for Administered Expert Proceedings of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia. After previously conducted administered expert proceedings, a Party may rely upon the dispute resolution mechanisms envisaged under [Clause [●] of the present Contract].

Model Clause 3

Mandatory Expert Proceedings with binding Expert's Report

In the event of any dispute arising out of or in connection with this Contract, the Parties agree to submit the dispute to administered expert proceedings in accordance with the Rules for Administered Expert Proceedings of the Construction Dispute Resolution Centre of Association of Consulting Engineers of Serbia, prior to relying upon the dispute resolution mechanisms envisaged under [Clause [●] of the present Contract].

The Parties agree that the findings of the expert shall be contractually binding upon them.

