

pointed under Clause X to resolve  
referred to in that Clause;

## 1. Expert Determination

- |      |  |  |
|------|--|--|
| 1.1  | The Parties hereby agree that in the event that a dispute or similar matter arises between them, the Expert shall be appointed in accordance with the provisions of this Clause X.   |  |
| 1.2  | The Parties shall use their best endeavours to agree on the Expert to be appointed and to the terms of his or her appointment with the Expert.   |  |
| 1.3  | In the event that the Parties do not agree on the choice of Expert and/or the terms of his or her appointment <<insert period>> of one Party giving written notice to the other Party of its intended expert, either Party shall be entitled to make a submission to the Expert or organisation>> to appoint a reputable Expert [with the necessary skills, knowledge of qualifications>>] and/or to agree the terms of his or her appointment with the Expert, if applicable. |  |
| 1.4  | In the event that the Expert becomes incapable of acting or unwilling to act, or fails to make a decision within the time limit set out in this Clause X, the following shall apply:   |  |
|      | a) either Party may request the original Expert (or subsequently appointed) and to appoint a new Expert whose qualifications and] experience fulfil[s] the requirements of the dispute.  |  |
|      | b) this Clause X shall apply as if they were the original Expert appointed hereunder as if they were the original Expert.  |  |
| 1.5  | When determining <<insert details>>, the Expert shall, in particular, consider <<insert details>>.   |  |
| 1.6  | The Parties hereby agree to act reasonably and provide all necessary assistance in order to give effect to the provisions of this Clause X and from any act or omission which may impair or prevent the Expert making their decision.  |  |
| 1.7  | Each Party shall remain bound with the other including by, but not limited to, providing all documentation and personnel reasonably required to make a submission to the Expert.   |  |
| 1.8  | The Parties [may] submit written submissions to the Expert and shall provide with any and all assistance, documentation, and reasonably required by the Expert.  |  |
| 1.9  | Where applicable, to the extent that the Parties are not provided for under this Clause X, the Expert shall determine such other procedures or measures to assist in the resolution of <<insert relevant matter(s)>> as it may deem reasonable, appropriate, and proportionate. [Such measures may include the appointment of professional advisers to assist in the resolution of <<insert relevant matter(s)>>]  |  |
| 1.10 | All matters concerning <<insert relevant matter(s)>> by the Expert shall be resolved in accordance with the provisions of this Clause X.   |  |

- the Expert [and the  
as defined in this  
and the Expert].
- 1.11 All matters relating  
The Expert's decision  
conducted in the English language.  
the English language.
- 1.12 The Expert shall be  
in writing to the Parties  
referred to them.  
decision on the matter or matters  
<> of the matter or matters being
- 1.13 The Expert shall act  
Expert shall determine  
as part of their decision  
written decision on  
binding on the Parties  
expert and not as an arbitrator. The  
matter(s)>> and may award interest  
manifest error or fraud, the Expert's  
referred to them shall be final and
- 1.14 Each Party shall be  
The Expert's fees and  
<<insert relevant m  
limited to, the fees  
be borne [equally by  
Expert shall determine  
subject to the reference to the Expert.  
incurred by the Expert in determining  
their decision [(including, but not  
ers appointed by the Expert)] shall  
Parties in such proportions as the
- 1.15 Save in the case  
organisation>> shall  
act or omission rela  
the Expert nor <<insert body or  
not] be liable to the Parties for any  
ment under this Clause X.