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UNITED NATIONS CONFERENCE ON INTERNATIONAL
COMMERCIAL ARBITRATION
Working Party No. 3

CONSIDERATION OF THE DRAFT CONVENTION ON THE RECOGNITION AND ENFORCEMENT
OF FOREIGN ARBITRAL AWARDS (ITEM 4 OF THE AGENDA)

Belgium: Working Paper on the draft Supplementary Protocol

1. Each Contracting State shall recognize as valid any agreement in writing - arbitration agreement or arbitral clause - under which the parties to a contract undertake, in any matter capable of settlement by arbitration, to submit to arbitration all or any differences to which the contract may give rise, in so far as the agreement in writing is such as to lead to an arbitral award capable of recognition and enforcement by virtue of this Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
2. The fact that one of the parties to the contract has stated or confirmed in writing its intention to submit to arbitration the difference or differences that may arise and the fact that the other party has not challenged that intention shall constitute the agreement in writing referred to in the preceding paragraph.
3. Each Contracting State reserves the right to limit the commitment referred to above to contracts which are deemed to be commercial under its domestic law.

Article II

The arbitral procedure, including the composition of the arbitral tribunal, shall be decided by agreement between the parties and, failing such agreement by the parties in this matter, by the law of the country on whose territory the arbitration took place.

Article III

1. The courts of the Contracting States Parties to the present Protocol, if seized of an action relating to a contract which includes an arbitration agreement valid under Article I and capable of execution shall, at the request of one of the parties, refer the parties concerned to arbitrators for decision.

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2. Such action shall not prejudice the competence of the courts if, for any reason, the arbitration agreement, arbitral clause or arbitration has become null and void or inoperative.
