

Legal Analysis of the Effectiveness of Arbitration
Clauses in Investment Contracts in Tanzania and the United States of America

Johnson Johannes Kachenje,
School of Law and Justice,
Dar es Salaam Tumaini University (DarTu), Tanzania.
Email: kachenje@aol.com

Abstract:

Arbitration clauses are central to the allocation of dispute-resolution risk in investment contracts. Their practical value, however, depends on more than formal recognition: the agreement must be valid, sufficiently certain, procedurally workable, and capable of being implemented within the applicable legal framework. This article examines the effectiveness of arbitration clauses in investment contracts in Tanzania through doctrinal legal analysis and a focused comparison with the United States. It relies on legislation, international instruments, judicial decisions and legal scholarship. The analysis considers the Arbitration Act, Cap. 15 R.E. 2023, relevant subsidiary legislation, investment legislation, the New York Convention, the ICSID Convention and the United States Federal Arbitration Act. It argues that Tanzania has a general statutory foundation for arbitration, but the effectiveness of investment clauses still depends on careful drafting, coherent choices concerning the seat, governing law, rules and scope of disputes, and predictable judicial support. The US experience demonstrates the value of the interaction between legislation, jurisprudence and institutional rules, although its framework cannot simply be transplanted into Tanzania. The article recommends investment-specific model clauses, clearer drafting guidance, continued professional development and consistent judicial treatment of arbitration agreements.

Keywords: Arbitration Clause, Doctrinal Legal Research, Enforcement, Investment Contracts, Party Autonomy, Tanzania, United States.

DOI: <https://doi.org/10.5281/zenodo.23650298>

This work is licensed under the Creative Commons



Attribution International License
(CC BY 4.0).

1. INTRODUCTION

Investment contracts often create long-term relationships involving substantial capital, regulatory obligations and cross-border parties. Disputes may concern contractual performance, payment, termination, interpretation of obligations or the consequences of government action. The parties' dispute-resolution clause is therefore not merely boilerplate: it determines the agreed forum and provides a procedural route when the commercial relationship breaks down. A poorly drafted clause can itself become the subject of preliminary litigation, delaying resolution of the underlying dispute.¹

Arbitration is attractive in international transactions because parties can choose decision-makers, procedural rules and a neutral seat, while international conventions may facilitate the recognition and enforcement of awards. Yet these advantages are not automatic. An arbitration clause must evidence consent, define the disputes submitted to arbitration with sufficient clarity, and provide a workable mechanism for constituting the tribunal and conducting proceedings.² The legal framework must also determine the role of courts at the referral, supervisory and enforcement stages.

In Tanzania, the Arbitration Act,³ together with the Arbitration (Rules of Procedure) Regulations,⁴ forms part of the principal statutory framework. Investment legislation and the Law of Contract Act⁵ also matter where the parties' consent, contractual validity or investment-related dispute settlement is in issue. The United States offers a useful comparator because the Federal Arbitration Act (FAA) is supported by an extensive body of judicial interpretation and institutional arbitration rules.⁶ The comparison in this article is functional rather than an assumption that one system is universally superior. The article asks three questions: what legal framework governs arbitration clauses in investment contracts in Tanzania; which doctrinal issues may undermine their effectiveness; and what lessons, if any, can be drawn from US law and practice? Its contribution is a focused synthesis of these issues for investment contracts, rather than a general account of arbitration or an empirical assessment of practitioners' experiences.

¹ Mwakaje, S. J., & Mkumbukwa, N. S. (2022). The new arbitration law in Tanzania: An appraisal of its salient features and implications for investment disputes settlement. *Journal of International Arbitration*, 39(1), 129–162.

² Mashamba, J. C. (2013). *Alternative dispute resolution in Tanzania: Law and practice*. Mkuki na Nyota Publishers.

³ Cap. 15 R.E. 2023.

⁴ Arbitration (Rules of Procedure) Regulations, 2021 (Government Notice No. 146 of 2021).

⁵ Cap. 345, Revised Edition 2023.

⁶ Alschner, W. (2017). The impact of investment arbitration on investment treaty design: Myth versus reality. *Yale Journal of International Law*, 42(1), 1–62.

2. LEGAL MATERIALS AND METHODS

This article adopts doctrinal legal research, supplemented by comparative legal analysis. Doctrinal research examines primary legal sources including legislation, conventions and judicial decisions and evaluates them alongside scholarly commentary to clarify the content, coherence and implications of the law. The analysis is based on the legal materials identified in the underlying dissertation, including Tanzanian legislation, international arbitration instruments, US legislation and selected cases, as well as relevant books and journal articles. The comparison with the United States is limited to principles relevant to the drafting, interpretation and enforcement of arbitration clauses. It does not attempt a comprehensive comparison of investor-state dispute settlement systems, nor does it treat domestic commercial arbitration and treaty-based investor-state arbitration as interchangeable. The applicable regime depends on the parties, the source of consent, the legal instrument invoked, and the nature of the dispute.

3. RESULTS AND DISCUSSION

Literature review

Scholars identify party autonomy as a defining feature of arbitration, but autonomy is meaningful only when the parties' agreement is legally recognizable and operationally clear. *Mashamba*⁷ discusses arbitration in Tanzania, including the legal principles surrounding arbitration agreements and practice. *Onyema*⁸ examines international commercial arbitration and issues associated with arbitration agreements. These works provide a conceptual basis for analysing consent, separability and the relationship between the arbitration agreement and the main contract.

International arbitration literature also stresses the importance of careful clause design. *Bantekas*⁹ explains the broader legal framework of international arbitration, while Park, Bjorklund, and Coe¹⁰ discuss international commercial dispute resolution and the significance of party choice in structuring dispute mechanisms. Zhang,¹¹ examining clauses in the context of contract non-formation, highlights the relevance of consent and separability when assessing whether an arbitration agreement can operate independently of disputes concerning the main contract.

⁷ Mashamba, J. C. (2013). *Alternative dispute resolution in Tanzania: Law and practice*. Mkuki na Nyota Publishers.

⁸ Onyema, E. (2010). *International commercial arbitration and arbitrators' contracts*. Routledge.

⁹ Bantekas, I. (2015). *An introduction to international arbitration*. Cambridge University Press.

¹⁰ Park, W. W., Bjorklund, A. K., & Coe, J. J. (2003). International commercial dispute resolution. *The International Lawyer*, 37(2).

¹¹ Zhang, Y. (2023). The study on the effectiveness of arbitration clauses in international commercial arbitration from the perspective of contract non-formation. *Athens Journal of Law*, 9(3), 493–508. <https://doi.org/10.30958/ajl.9-3-10>.

At the investment-law level, Alschner¹² considers the relationship between investment arbitration and investment-treaty design. Although treaty-based arbitration differs from arbitration agreed in a host-state investment contract, the work shows that the precision and architecture of the instrument shape arbitration arrangements. *Mwakaje and Mkumbukwa*¹³ specifically examine Tanzania's newer arbitration law and its implications for investment dispute settlement. Their focus is particularly relevant to assessing the statutory setting in which contractual clauses operate.

The literature supports four linked analytical criteria. First, validity: whether the clause reflects legally effective consent. Second, certainty: whether it identifies the disputes, seat, rules, tribunal appointment method, and applicable law sufficiently clearly. Third, procedural operability: whether the clause can function without contradictory or incomplete steps. Fourth, enforceability: whether the legal framework supports referral to arbitration and recognition or enforcement of the resulting award. These criteria guide the doctrinal analysis below.

Legal framework governing arbitration clauses

International instruments

The New York Convention 1958¹⁴ is a central instrument for international commercial arbitration. Article II requires contracting states to recognize written agreements under which parties undertake to submit disputes to arbitration, subject to the Convention's conditions, and contemplates referral by courts where an action is brought in a matter covered by such an agreement. Article V specifies limited grounds on which recognition and enforcement may be refused.¹⁵ These provisions make the drafting and validity of the arbitration agreement important at both the referral and enforcement stages.

The Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention, 1965)¹⁶ establishes a distinct framework for qualifying investment disputes. Article 25(1) requires a legal dispute arising directly out of an investment, between a Contracting State (or designated constituent subdivision or agency) and a national of another Contracting State, and written consent by the parties.

¹² Alschner, W. (2017). The impact of investment arbitration on investment treaty design: Myth versus reality. *Yale Journal of International Law*, 42(1), 1–62.

¹³ Mwakaje, S. J., & Mkumbukwa, N. S. (2022). The new arbitration law in Tanzania: An appraisal of its salient features and implications for investment disputes settlement. *Journal of International Arbitration*, 39(1), 129–162.

¹⁴ Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention, 1958).

¹⁵ *Ibid.*

¹⁶ Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention, 1965)

Article 25(4) allows a Contracting State to notify ICSID of classes of disputes it would or would not consider submitting to the Centre, although such notification does not itself constitute consent. Article 53 makes an award binding on the parties, while Article 54¹⁷ requires Contracting States to recognise an award rendered pursuant to the Convention as binding and enforce its pecuniary obligations as if it were a final judgment of a court in that State. These provisions are important when assessing whether a contractual clause constitutes consent to ICSID arbitration. The Convention's award-recognition regime differs from the New York Convention and should not be treated as identical to ordinary commercial arbitration enforcement.

Bilateral investment treaties may separately provide consent to investor–state arbitration. Such treaty-based consent is analytically distinct from consent contained in an investment contract. A contractual clause may govern disputes arising from the contract, while a treaty claim depends on the applicable treaty and its jurisdictional requirements.¹⁸ Careful analysis must therefore identify the legal source of the claim and avoid assuming that a contract clause automatically determines the availability or scope of treaty arbitration.

Tanzania's statutory framework

The Arbitration Act, Cap. 15 R.E. 2023, supplies the general statutory foundation for arbitration in Tanzania. Part II addresses general matters, including the meaning of the seat of arbitration in section 8,¹⁹ while Part III specifically regulates arbitration agreements. Section 10 addresses agreements to be in writing; section 11 governs incorporation of an arbitration clause by reference; section 12 recognises the separability of the arbitration agreement; section 14 empowers a court to refer parties to arbitration where an arbitration agreement exists; and section 15 provides for a stay of legal proceedings in appropriate circumstances.²⁰ These provisions are central to the legal effect of a clause. The Arbitration (Rules of Procedure) Regulations, 2021 (GN No. 146 of 2021) complement the Act by prescribing procedural rules. The presence of a general framework is significant, but it does not remove the need for parties to draft clauses that can operate within it.

The Law of Contract Act, Cap. 345 R.E. 2023, remains relevant to contractual formation and validity, including the general principles of offer, acceptance, consideration and contractual consent under the Act. An arbitration clause is a contractual agreement, and its effectiveness ultimately depends on a legally sufficient agreement between the parties. Questions about authority to contract, consent, interpretation or generally applicable contractual defences may therefore affect the clause, subject to the Arbitration Act's

¹⁷ Ibid.

¹⁸ Bantekas, I. (2015). An introduction to international arbitration. Cambridge University Press.

¹⁹ The Arbitration Act, Cap. 15 R.E. 2023

²⁰ Ibid.

specific provisions and principles. The particular provisions relied upon should be matched to the issue pleaded and checked against the official revised text before publication.

The Tanzania Investment Act,²¹ and the newer investment framework referred to in the dissertation provide additional context for disputes involving investors and public investment institutions. The underlying dissertation describes a statutory approach in which amicable settlement is contemplated before arbitration or another agreed mechanism. In applying such provisions, the precise enactment and wording in force at the relevant time should be checked, particularly where the investment legislation has been amended or replaced. A clause should identify whether it governs disputes between private contracting parties, an investor and a public authority, or a dispute arising under an investment treaty.

The Constitution of the United Republic of Tanzania, 1977, forms the wider constitutional setting for judicial authority and access to justice, including Article 13²² on equality before the law and fair hearing protections. Arbitration does not eliminate all judicial functions. Under sections 14 and 15 of the Arbitration Act,²³ courts may refer parties to arbitration and stay court proceedings where the statutory conditions are met. The Act's provisions on court assistance, challenges and enforcement must be read together with the applicable procedural rules. The statutory balance between party autonomy and court supervision is important: judicial support should preserve due process and legality without unnecessarily displacing the parties' chosen mechanism.

Institutional framework

The Tanzania International Arbitration Centre (TIAC) and the Tanzania Institute of Arbitrators (TIArb) form part of Tanzania's institutional environment for arbitration. Institutional rules can supply procedures for commencement, appointment of arbitrators, and conduct of proceedings, reducing the need for parties to negotiate every procedural detail. The High Court remains relevant in the exercise of functions assigned by the arbitration legislation. TISEZA,²⁴ as the investment facilitation authority under the current investment framework, may also have a role in supporting clear dispute-resolution arrangements in investment documentation. Institutional resources are most effective when clauses identify the chosen institution and incorporate the correct version of its rules. A clause that names an institution inaccurately, refers to unavailable rules or combines inconsistent procedural mechanisms may create uncertainty. Model clauses

²¹ Cap. 38 R.E. 2023.

²² The Constitution of the United Republic of Tanzania, 1977, as amended from time to time.

²³ Cap. 15 R.E. 2023

²⁴ Tanzania Investment and Special Economic Zones Authority.

and explanatory guidance can help parties identify essential choices while preserving their ability to tailor arrangements to a particular transaction.

United States law

The Federal Arbitration Act (FAA),²⁵ is a central element of the US domestic arbitration framework. Section 2 provides that written arbitration provisions in contracts involving commerce are generally valid, irrevocable, and enforceable, subject to grounds at law or in equity for revocation of any contract. Section 3 provides for a stay of court proceedings where an issue is referable to arbitration, and section 4 permits a party aggrieved by a failure to arbitrate to seek an order compelling arbitration.²⁶ Chapter 2 of the FAA implements the New York Convention, address Convention agreements and awards, including federal jurisdiction under section 203.²⁷

US case law illustrates the role of judicial interpretation. In *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*,²⁸ the Supreme Court described a federal policy favouring arbitration, while emphasizing that arbitration remains a matter of agreement. *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*²⁹ addressed the enforceability of an international arbitration agreement in the context of statutory claims. These decisions should be read within their specific legal settings, rather than as eliminating ordinary questions of consent, scope or applicable contractual defences.

The American Arbitration Association (AAA) and the International Centre for Dispute Resolution (ICDR) provide institutional rules and drafting resources. Their significance is practical as well as procedural: parties can incorporate a known set of rules and use model wording to address appointment, administration and process.³⁰ The US experience therefore illustrates the cumulative effect of legislation, judicial interpretation and institutional guidance. It does not establish that US law governs an investment contract merely because a party is American or the transaction is international.

Doctrinal assessment: what makes an investment arbitration clause effective?

Consent, validity and separability

The starting point is consent. Under section 10 of Tanzania's Arbitration Act,³¹ the agreement must satisfy the Act's writing requirement, including the statutory circumstances in which an agreement is treated as being in writing. Section 11 addresses

²⁵ The Federal Arbitration Act (FAA), 9 U.S.C. §§ 1-16.

²⁶ *Ibid.*

²⁷ *Ibid.*

²⁸ *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*, 460 U.S. 1 (1983).

²⁹ *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614 (1985).

³⁰ Alschner, W. (2017). The impact of investment arbitration on investment treaty design: Myth versus reality. *Yale Journal of International Law*, 42(1), 1-62.

³¹ The Arbitration Act, Cap. 15 R.E. 2023

incorporation by reference to a written arbitration clause or a document containing one. The clause should make clear that the parties agree to submit specified disputes to arbitration, rather than merely expressing a future intention to consider arbitration.³² Where a clause requires further agreement on essential matters before arbitration can begin, a dispute may arise as to whether the parties made a binding arbitration agreement at all. The question is one of construction under the applicable law and the wording used.

Separability is expressly recognised by section 12 of Tanzania's Arbitration Act.³³ Unless the parties agree otherwise, an arbitration agreement forming or intended to form part of another agreement is not invalid, non-existent or ineffective merely because the main agreement is invalid, did not come into existence or has become ineffective; the arbitration agreement is treated as distinct. Separability does not dispense with the need for consent to arbitrate; it helps determine the consequences of challenges to the main contract.

Scope and pathological clauses

The clause should define its scope deliberately. Phrases such as 'arising out of or in connection with this agreement' are commonly used to capture a broad range of disputes linked to the contractual relationship, while narrower wording may limit arbitration to specified contractual obligations. Neither formulation is inherently correct for every investment. The parties should consider whether disputes concerning validity, termination, restitution, misrepresentation, related instruments and non-contractual obligations are intended to be covered, subject to arbitrability and applicable law.³⁴

A pathological clause is one whose drafting defects make its intended process uncertain or difficult to implement. Examples include naming a non-existent institution, conflicting seat and venue provisions, inconsistent appointment procedures, unclear pre-arbitration negotiation steps, or referring to multiple incompatible rule sets.³⁵ Such defects can shift attention from the substantive dispute to jurisdictional and procedural litigation. Effective drafting therefore requires internal consistency and a realistic process that can operate after relations between the parties have deteriorated.

Seat, governing law and procedure

The legal seat of arbitration should be distinguished from the physical venue of hearings. The seat ordinarily identifies the legal home of the arbitration and the courts with supervisory jurisdiction, whereas hearings may occur elsewhere. A clause should state the

³² Ibid.

³³ Ibid.

³⁴ Mashamba, J. C. (2013). *Alternative dispute resolution in Tanzania: Law and practice*. Mkuki na Nyota Publishers.

³⁵ Ibid.

seat expressly and avoid using ‘place’ ambiguously. It should separately identify the law governing the substantive contract and, where appropriate, the law governing the arbitration agreement. These laws may coincide, but parties should not assume that they necessarily do.³⁶

Parties should also identify whether arbitration will be administered by an institution or conducted ad hoc, the rules to be applied, the number of arbitrators, the method of appointment and the language of proceedings. Investment contracts may require attention to confidentiality, interim relief, consolidation or joinder, allocation of costs and the interaction between contractual disputes and any treaty-based claims.³⁷ Such matters should be tailored to the transaction and relevant law rather than included mechanically in every clause.

Court support, finality and enforcement

An arbitration clause is only as useful as the legal process that gives effect to it. At the referral stage, uncertainty about the clause may generate litigation over whether arbitration was agreed or whether the dispute falls within its scope. During proceedings, court assistance may be necessary where the governing statute permits it. After an award, challenge and enforcement mechanisms determine whether the outcome becomes effective.³⁸ The New York Convention’s limited grounds for refusing recognition and enforcement are central to international awards falling within its scope. Effectiveness does not mean eliminating judicial oversight. A functioning framework must protect consent, impartiality and procedural fairness while respecting the parties’ agreement.³⁹ The relevant objective is predictable and proportionate court involvement. For investment contracts involving a state or public authority, careful identification of the contracting entity, authority to consent, scope of the arbitration agreement and applicable enforcement regime is particularly important.

Comparative lessons from the United States

The comparison reveals a shared principle: arbitration depends on agreement, and statutory recognition alone cannot cure poor drafting. Tanzania’s Arbitration Act provides a general legal basis, while the FAA similarly gives statutory force to written arbitration agreements. In both jurisdictions, disputes can still arise about formation, scope, the applicable rules and the proper role of courts.⁴⁰

³⁶ Ibid.

³⁷ Mwakaje, S. J., & Mkumbukwa, N. S. (2022). The new arbitration law in Tanzania: An appraisal of its salient features and implications for investment disputes settlement. *Journal of International Arbitration*, 39(1), 129–162.

³⁸ Ibid.

³⁹ Park, W. W., Bjorklund, A. K., & Coe, J. J. (2003). International commercial dispute resolution. *The International Lawyer*, 37(2).

⁴⁰ Alschner, W. (2017). The impact of investment arbitration on investment treaty design: Myth versus reality. *Yale Journal of International Law*, 42(1), 1–62.

The US experience is useful in three respects. First, judicial decisions provide interpretive guidance on how arbitration agreements should be applied, while retaining the fundamental requirement of consent. Second, institutional rules and model clauses allow parties to select a known procedural framework. Third, drafting practice treats the seat, governing law, scope, and appointment process as deliberate contractual choices. These features may support greater predictability without requiring Tanzania to adopt the FAA wholesale.⁴¹

Differences between the jurisdictions must be respected. US federalism, its judicial precedent system and the particular structure of the FAA are not directly equivalent to Tanzania's legal and institutional context.⁴² Moreover, domestic commercial arbitration, contractual investment arbitration and treaty-based investor-state arbitration involve different sources of consent and potentially different enforcement regimes.⁴³ The appropriate lesson is functional adaptation: strengthen clause design and legal certainty within Tanzania's existing statutory framework.

4. CONCLUSION AND RECOMMENDATIONS

Conclusion

The effectiveness of arbitration clauses in investment contracts in Tanzania depends on the interaction between valid consent, precise drafting, an adequate statutory framework, institutional procedures, judicial support and enforceability. Tanzania's Arbitration Act, subsidiary regulations, contract law and investment legislation provide the legal setting for such clauses, while international instruments govern recognition and enforcement where their requirements are met. Nevertheless, a general statutory framework cannot substitute for a clause that clearly defines the parties' agreement and can operate in practice.

The US comparison shows the value of combining legislation with interpretive jurisprudence and institutional drafting resources. The lesson for Tanzania is not wholesale transplantation, but targeted improvement through investment-specific model clauses, practical guidance, professional training and predictable judicial treatment. A doctrinal approach supports these recommendations by identifying the legal choices that parties and institutions can address without relying on empirical claims. Ultimately, arbitration clauses are most effective when they are drafted as enforceable procedural agreements, not as generic boilerplate.

⁴¹ Bantekas, I. (2015). *An introduction to international arbitration*. Cambridge University Press.

⁴² *Ibid.*

⁴³ Park, W. W., Bjorklund, A. K., & Coe, J. J. (2003). *International commercial dispute resolution*. *The International Lawyer*, 37(2).

Recommendations

First, the ministry responsible for investment, working with TISEZA, TIAC, TIArb and the legal profession, should develop optional model arbitration clauses for different investment settings. The models should distinguish domestic contractual arbitration, international commercial arbitration, contracts involving public authorities, and clauses intended to interact with treaty-based dispute settlement. Explanatory notes should address scope, seat, governing law, rules, tribunal constitution and enforcement. Second, TIAC, TIArb and professional legal bodies should disseminate practical drafting guidance and provide continuing professional development on investment arbitration. Training should cover separability, jurisdictional objections, pathological clauses, institutional rules, enforcement and the distinction between the arbitral seat and hearing venue.

Third, the Judiciary should continue to develop consistent, reasoned jurisprudence on the validity, scope and enforcement of arbitration agreements, applying the governing legislation and relevant international obligations. Predictability should be pursued alongside safeguards for consent and procedural fairness. Fourth, Parliament and the responsible ministries should periodically review whether the statutory and subsidiary framework provides sufficient clarity on how arbitration agreements operate in investment contracts, including the relationship between the Arbitration Act and investment legislation. Any reform should be based on identified doctrinal uncertainty and should avoid unnecessary duplication or conflict between legal regimes. Finally, parties and their advisers should treat the arbitration clause as a negotiated risk-allocation provision. Before execution, they should confirm authority to consent, choose a workable institution or ad hoc procedure, identify the seat and applicable law, define the scope of disputes, and ensure that pre-arbitration steps have clear time limits and consequences.

References

- Alschner, W. (2017). The impact of investment arbitration on investment treaty design: Myth versus reality. *Yale Journal of International Law*, 42(1), 1–62.
- Bantekas, I. (2015). *An introduction to international arbitration*. Cambridge University Press.
- Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, 330 U.N.T.S. 3.
- Convention on the Settlement of Investment Disputes between States and Nationals of Other States, March 18, 1965, 575 U.N.T.S. 159.
- Federal Arbitration Act, 9 U.S.C. §§ 1–16, 201–208 (1925, as amended). <https://www.govinfo.gov/content/pkg/USCODE-2024-title9/html/USCODE-2024-title9.htm>
- Law of Contract Act, Cap. 345, Revised Edition 2023 (Tanzania).
- Mashamba, J. C. (2013). *Alternative dispute resolution in Tanzania: Law and practice*. Mkuki na Nyota Publishers.
- Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614 (1985).
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1 (1983).
- Mwakaje, S. J., & Mkumbukwa, N. S. (2022). The new arbitration law in Tanzania: An appraisal of its salient features and implications for investment disputes settlement. *Journal of International Arbitration*, 39(1), 129–162.
- Onyema, E. (2010). *International commercial arbitration and arbitrators' contracts*. Routledge.
- Park, W. W., Bjorklund, A. K., & Coe, J. J. (2003). International commercial dispute resolution. *The International Lawyer*, 37(2).
- Tanzania. (1977). *Constitution of the United Republic of Tanzania*.
- Tanzania. (2021). *Arbitration (Rules of Procedure) Regulations, 2021* (Government Notice No. 146 of 2021).
- Tanzania. (2023). *Arbitration Act, Cap. 15, Revised Edition 2023*. Office of the Attorney General. <https://oagmis.oag.go.tz/portal/acts/revised/120/download>
- Tanzania. (2023). *Law of Contract Act, Cap. 345, Revised Edition 2023*.
- Tanzania. (2023). *Tanzania Investment Act, Cap. 38, Revised Edition 2023*.

Zhang, Y. (2023). The study on the effectiveness of arbitration clauses in international commercial arbitration from the perspective of contract non-formation. *Athens Journal of Law*, 9(3), 493–508. <https://doi.org/10.30958/ajl.9-3-10>.