

Introductory Remarks re Zurich Mini-Trial

Zurich Mini-Trial



1. Since 1911, the Zurich Chamber of Commerce has provided a service to the business community through its arbitration institutions. It has established Rules of Conciliation and Arbitration.

2. In the recent past, a need has arisen for a new kind of procedure as an alternative to traditional arbitration and ordinary court proceedings, which would lead more simply and more quickly to a termination of disputes by way of a settlement. The Zurich Chamber of Commerce has developed the Mini-Trial Procedure in order to meet this demand.

3. The salient features of the Mini-Trial Procedure are as follows:

- its aim is to settle disputes with the active cooperation of senior corporate officers of the parties as associate members of the Mini-Trial Panel;
- it is quick, confidential and non-prejudicial;
- it is based on the voluntary consent of both parties;
- it concentrates on essentials;
- it maintains the dialogue between the parties.

4. A Mini-Trial Panel will consist of one neutral person as umpire and two associate members. The two associate members will be selected among the senior corporate officers of both parties, who – being cognizant of the implications of the dispute – will be expected to make an independent assessment.

5. It is the duty of the Mini-Trial Panel to hear the parties and to propose, or to facilitate, a settlement. If no settlement is reached within a reasonable period of time, the Mini-Trial Panel will submit a unan-

imous recommendation. Failing such a unanimous recommendation, the Chairman will submit a recommendation for a settlement.

6. The proceedings are structured but, compared to traditional arbitration proceedings or proceedings in the ordinary courts, simplified and combined with shorter periods of notice. The aim is to lead the dialogue between the parties and, with the assistance of the Mini-Trial Panel, to arrive at a commercial solution to the dispute.

7. The Mini-Trial Procedure intentionally refrains from having recourse to coercive measures against the parties. By agreeing to the Mini-Trial Procedure, however, the parties commit themselves to cooperate in the proceedings, to file their pleadings on time and to comply with the instructions of the Mini-Trial Panel.

8. The Mini-Trial Procedure can be conducted in either German, French or English, as the parties may request.

9. The only costs in the proceedings will consist of the payment of a fee to the umpire (determined by reference to the then applicable tariff for attorneys' fees promulgated by the Supreme Court of the Canton of Zurich) and of the reimbursement of expenses. Each party will bear the cost of its own associate member as well as its legal fees and other connected expenses.

10. The Zurich Chamber of Commerce will, on request, provide names of persons who are considered suitable to act as umpires in Mini-Trial Proceedings. They are intended to be persons whose business experience is connected with the field of international legal relationships.



Rules of Procedure for the Zurich Mini-Trial



1. The Zurich Chamber of Commerce has established the following Rules of Procedure for the out-of-court settlement of disputes ("Mini-Trial Rules of Procedure").
They are at the disposal of any business organization or public agency.
2. The procedure is governed by the following provisions, unless the parties agree otherwise.
3. The petitioner institutes proceedings by filing a short petition with the Zurich Chamber of Commerce, sending a copy to its opponent.
The petition must contain a summary of the dispute. The Zurich Chamber of Commerce may request the petitioner to give further details of the subject matter of the dispute.
4. In the absence of the opponent's written consent at the time of submission of the petition, the Zurich Chamber of Commerce shall, upon receipt of the petition, obtain the opponent's consent to the carrying out of the Mini-Trial Procedure.
5. The Mini-Trial Panel shall consist of one neutral person as umpire and two associate members.
The Zurich Chamber of Commerce will request each of the parties to appoint a member of their senior management as associate member. The Chamber of Commerce will examine these appointments and, failing an agreement by the two associate members, will appoint the umpire.
Thereupon, the Zurich Chamber of Commerce shall determine that the Mini-Trial Panel has been properly constituted.

6. The seat of the Mini-Trial Panel will be at the Zurich Chamber of Commerce's seat in Zurich. Hearings may also be held elsewhere.

7. The Mini-Trial Panel shall determine the language of the proceedings.

All pleadings by the parties shall be served on the umpire with copies thereof and of all exhibits to the two associate members and to the opponent.

8. The parties may be represented before the Mini-Trial Panel by an employee or a duly authorized third party.

9. After constitution of the Mini-Trial Panel, the umpire shall direct the petitioner to file, within a stated period, a written statement of its claims. This statement should, in principle, not exceed 25 typewritten pages (normal spacing). All the documents referred to by the petitioner shall be enclosed with such statement.

After receipt of the petitioner's statement of claim, the umpire shall direct the opponent to file, within a stated period of time, its written statement of reply. The statement of reply shall be subject to the same rules as the statement of claim.

Any counter-claim and/or plea of set-off by the opponent shall be made no later than at the time of the filing of the statement of reply.

10. Procedural periods of notice will be set at 30 days and, in principle, will not be extendable.

11. After receipt of the statements of claim and of reply, the Mini-Trial Panel shall decide as to how the

proceedings are to continue. It may take any steps that, in its opinion, may lead to an amicable settlement of the dispute. In particular, it may invite the parties to plead orally, to attend meetings or to clarify the facts further in writing. It may request information from knowledgeable persons.

Thereupon, the Mini-Trial Panel shall discuss the dispute with the parties orally at meetings which may last several days. It will assist in the drafting and conclusion of a settlement.

12. Should no settlement be reached within a reasonable period of time with the assistance of the parties, the Mini-Trial Panel shall submit a unanimous recommendation to the parties. If no unanimous recommendation can be agreed upon, the umpire shall submit a recommendation with regard to a settlement.

The Mini-Trial Panel or the umpire shall set a fixed date by which the parties must notify the Zurich Chamber of Commerce of their acceptance of the settlement or the settlement recommendation submitted by the Mini-Trial Committee or the umpire.

13. For the duration of the Mini-Trial the parties shall be deemed to have waived their rights to submit the subject matter of the dispute to the ordinary courts or to an arbitral tribunal or to continue judicial or arbitral proceedings with respect to the subject matter, unless, in their opinion, the taking of such action is critical in order to avoid applicable limitation statutes or in order to preserve rights which might otherwise be endangered.



Should no settlement be reached within the period of notice set pursuant to paragraph 12 hereof, the parties shall be free to institute or to continue legal proceedings regarding the dispute.

14. The deliberations of the Mini-Trial Panel will be confidential. Oral and written statements by the parties, the umpire and the associate members may not be used as admissions or evidence in any other court or arbitral proceedings.

15. When instituting proceedings, the petitioner shall pay the Zurich Chamber of Commerce a fee of Sfr. 500.-.

Prior to commencing the Mini-Trial Proceedings, the umpire shall call upon the parties to make cash deposits by way of security for costs of the proceedings, the parties to contribute in equal shares.

Unless agreed otherwise in the settlement, the parties shall bear the costs of the proceedings in equal shares.

Each party shall bear the costs of its associate member appointed by it as well as its legal fees and other connected expenses.