

English/中文

SWISS RULES OF
INTERNATIONAL ARBITRATION

瑞士国际仲裁规则

SCAI SWISS CHAMBERS'
ARBITRATION INSTITUTION

The Swiss Chambers of Commerce Association
for Arbitration and Mediation

**Swiss Rules of International
Arbitration
(Swiss Rules)**

June 2012

Swiss Chambers' Arbitration Institution
The Swiss Chambers of Commerce Association
for Arbitration and Mediation

Chambers of Commerce of
Basel
Bern
Central Switzerland (Lucerne)
Geneva
Neuchâtel
Ticino (Lugano)
Vaud (Lausanne)
Zurich

Languages

The Swiss Rules of International Arbitration and our detailed explanatory flyer are available in more than 15 languages on our website: www.swissarbitration.org.

Table of Contents

	Page
Model Arbitration Clause	7
Introduction	7
I. Introductory Rules	8
Scope of application	8
Notice, calculation of periods of time	8
Notice of Arbitration and Answer to the Notice of Arbitration	9
Consolidation and joinder	11
II. Composition of the Arbitral Tribunal	12
Confirmation of arbitrators	12
Number of arbitrators	13
Appointment of a sole arbitrator	13
Appointment of arbitrators in bi-party or multi-party proceedings	13
Independence and challenge of arbitrators	14
Removal of an arbitrator	15
Replacement of an arbitrator	15
III. Arbitral Proceedings	16
General provisions	16
Seat of the arbitration	17
Language	17
Statement of Claim	17
Statement of Defence	18
Amendments to the Claim or Defence	18
Objections to the jurisdiction of the arbitral tribunal	19
Further written statements	19
Periods of time	20
Evidence and hearings	20
Interim measures of protection	21
Tribunal-appointed experts	21
Default	22
Closure of proceedings	22
Waiver of rules	23
IV. The Award	23
Decisions	23
Form and effect of the award	23
Applicable law, amiable compositeur	24
Settlement or other grounds for termination	24
Interpretation of the award	25
Correction of the award	25
Additional award	25
Costs	26
Deposit of costs	27

V. Other Provisions	28
Expedited procedure	28
Emergency relief	29
Confidentiality	31
Exclusion of liability	32

APPENDIX A: Offices and Bank Account of the Secretariat of the Arbitration Court	33
---	-----------

APPENDIX B: Schedule of Costs	35
--------------------------------------	-----------

Swiss Rules of International Arbitration (Swiss Rules)

MODEL ARBITRATION CLAUSE

Any dispute, controversy, or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be ... (“one”, “three”, “one or three”);

The seat of the arbitration shall be ... (name of city in Switzerland, unless the parties agree on a city in another country);

The arbitral proceedings shall be conducted in ... (insert desired language).

INTRODUCTION

- (a) In order to harmonise their rules of arbitration the Chambers of Commerce and Industry of Basel, Bern, Geneva, Neuchâtel, Ticino, Vaud and Zurich in 2004 replaced their former rules by the Swiss Rules of International Arbitration (hereinafter the “Swiss Rules” or the “Rules”).
- (b) For the purpose of providing arbitration services, the Chambers founded the Swiss Chambers' Arbitration Institution. In order to administer arbitrations under the Swiss Rules, the Swiss Chambers' Arbitration Institution has established the Arbitration Court (hereinafter the “Court”), which is comprised of experienced international arbitration practitioners. The Court shall render decisions as provided for under these Rules. It may delegate to one or more members or committees the power to take certain decisions pursuant to its Internal Rules¹. The Court is assisted in its work by the Secretariat of the Court (hereinafter the “Secretariat”).
- (c) The Swiss Chambers' Arbitration Institution provides domestic and international arbitration services, as well as other dispute resolution services, under any applicable law, in Switzerland or in any other country.

¹ The Internal Rules are available on the website www.swissarbitration.org.

Section I. Introductory Rules

SCOPE OF APPLICATION

Article 1

1. These Rules shall govern arbitrations where an agreement to arbitrate refers to these Rules or to the arbitration rules of the Chambers of Commerce and Industry of Basel, Bern, Geneva, Neuchâtel, Ticino, Vaud, Zurich, or any further Chamber of Commerce and Industry that may adhere to these Rules.
2. The seat of arbitration designated by the parties may be in Switzerland or in any other country.
3. This version of the Rules shall come into force on 1 June 2012 and, unless the parties have agreed otherwise, shall apply to all arbitral proceedings in which the Notice of Arbitration is submitted on or after that date.
4. By submitting their dispute to arbitration under these Rules, the parties confer on the Court, to the fullest extent permitted under the law applicable to the arbitration, all of the powers required for the purpose of supervising the arbitral proceedings otherwise vested in the competent judicial authority, including the power to extend the term of office of the arbitral tribunal and to decide on the challenge of an arbitrator on grounds not provided for in these Rules.
5. These Rules shall govern the arbitration, except if one of them is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, in which case that provision shall prevail.

NOTICE, CALCULATION OF PERIODS OF TIME

Article 2

1. For the purposes of these Rules, any notice, including a notification, communication, or proposal, is deemed to have been received if it is delivered to the addressee, or to its habitual residence, place of business, postal or electronic address, or, if none of these can be identified after making a reasonable inquiry, to the addressee's last-known residence or place of business. A notice shall be deemed to have been received on the day it is delivered.
2. A period of time under these Rules shall begin to run on the day following the day when a notice, notification, communication, or proposal is received. If the last day of such a period is an official holiday or a non-business day at the residence or

place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days are included in the calculation of a period of time.

3. If the circumstances so justify, the Court may extend or shorten any time-limit it has fixed or has the authority to fix or amend.

NOTICE OF ARBITRATION AND ANSWER TO THE NOTICE OF ARBITRATION

Article 3

1. The party initiating arbitration (hereinafter called the "Claimant" or, where applicable, the "Claimants") shall submit a Notice of Arbitration to the Secretariat at any of the addresses listed in Appendix A.
2. Arbitral proceedings shall be deemed to commence on the date on which the Notice of Arbitration is received by the Secretariat.
3. The Notice of Arbitration shall be submitted in as many copies as there are other parties (hereinafter called the "Respondent" or, where applicable, the "Respondents"), together with an additional copy for each arbitrator and one copy for the Secretariat, and shall include the following:
 - (a) A demand that the dispute be referred to arbitration;
 - (b) The names, addresses, telephone and fax numbers, and e-mail addresses (if any) of the parties and of their representative(s);
 - (c) A copy of the arbitration clause or the separate arbitration agreement that is invoked;
 - (d) A reference to the contract or other legal instrument(s) out of, or in relation to, which the dispute arises;
 - (e) The general nature of the claim and an indication of the amount involved, if any;
 - (f) The relief or remedy sought;
 - (g) A proposal as to the number of arbitrators (i.e. one or three), the language, and the seat of the arbitration, if the parties have not previously agreed thereon;
 - (h) The Claimant's designation of one or more arbitrators, if the parties' agreement so requires;

- (i) Confirmation of payment by check or transfer to the relevant account listed in Appendix A of the Registration Fee as required by Appendix B (Schedule of Costs) in force on the date the Notice of Arbitration is submitted.
4. The Notice of Arbitration may also include:
- (a) The Claimant's proposal for the appointment of a sole arbitrator referred to in Article 7;
- (b) The Statement of Claim referred to in Article 18.
5. If the Notice of Arbitration is incomplete, if the required number of copies or attachments are not submitted, or if the Registration Fee is not paid, the Secretariat may request the Claimant to remedy the defect within an appropriate period of time. The Secretariat may also request the Claimant to submit a translation of the Notice of Arbitration within the same period of time if it is not submitted in English, German, French, or Italian. If the Claimant complies with such directions within the applicable time-limit, the Notice of Arbitration shall be deemed to have been validly filed on the date on which the initial version was received by the Secretariat.
6. The Secretariat shall provide, without delay, a copy of the Notice of Arbitration together with any exhibits to the Respondent.
7. Within thirty days from the date of receipt of the Notice of Arbitration, the Respondent shall submit to the Secretariat an Answer to the Notice of Arbitration. The Answer to the Notice of Arbitration shall be submitted in as many copies as there are other parties, together with an additional copy for each arbitrator and one copy for the Secretariat, and shall, to the extent possible, include the following:
- (a) The name, address, telephone and fax numbers, and e-mail address of the Respondent and of its representative(s);
- (b) Any plea that an arbitral tribunal constituted under these Rules lacks jurisdiction;
- (c) The Respondent's comments on the particulars set forth in the Notice of Arbitration referred to in Article 3(3)(e);
- (d) The Respondent's answer to the relief or remedy sought in the Notice of Arbitration referred to in Article 3(3)(f);
- (e) The Respondent's proposal as to the number of arbitrators (i.e. one or three), the language, and the seat of the arbitration referred to in Article 3(3)(g);

- (f) The Respondent's designation of one or more arbitrators if the parties' agreement so requires.
8. The Answer to the Notice of Arbitration may also include:
- (a) The Respondent's proposal for the appointment of a sole arbitrator referred to in Article 7;
- (b) The Statement of Defence referred to in Article 19.
9. Articles 3(5) and (6) are applicable to the Answer to the Notice of Arbitration.
10. Any counterclaim or set-off defence shall in principle be raised with the Answer to the Notice of Arbitration. Article 3(3) is applicable to the counterclaim or set-off defence.
11. If no counterclaim or set-off defence is raised with the Answer to the Notice of Arbitration, or if there is no indication of the amount of the counterclaim or set-off defence, the Court may rely exclusively on the Notice of Arbitration in order to determine the possible application of Article 42(2) (Expedited Procedure).
12. If the Respondent does not submit an Answer to the Notice of Arbitration, or if the Respondent raises an objection to the arbitration being administered under these Rules, the Court shall administer the case, unless there is manifestly no agreement to arbitrate referring to these Rules.

CONSOLIDATION AND JOINDER

Article 4

1. Where a Notice of Arbitration is submitted between parties already involved in other arbitral proceedings pending under these Rules, the Court may decide, after consulting with the parties and any confirmed arbitrator in all proceedings, that the new case shall be consolidated with the pending arbitral proceedings. The Court may proceed in the same way where a Notice of Arbitration is submitted between parties that are not identical to the parties in the pending arbitral proceedings. When rendering its decision, the Court shall take into account all relevant circumstances, including the links between the cases and the progress already made in the pending arbitral proceedings. Where the Court decides to consolidate the new case with the pending arbitral proceedings, the parties to all proceedings shall be deemed to have waived their right to designate an arbitrator, and the Court may revoke the appointment and confirmation of arbitrators and apply the provisions of Section II (Composition of the Arbitral Tribunal).

2. Where one or more third persons request to participate in arbitral proceedings already pending under these Rules or where a party to pending arbitral proceedings under these Rules requests that one or more third persons participate in the arbitration, the arbitral tribunal shall decide on such request, after consulting with all of the parties, including the person or persons to be joined, taking into account all relevant circumstances.

Section II. Composition of the Arbitral Tribunal

CONFIRMATION OF ARBITRATORS

Article 5

1. All designations of an arbitrator made by the parties or the arbitrators are subject to confirmation by the Court, upon which the appointments shall become effective. The Court has no obligation to give reasons when it does not confirm an arbitrator.
2. Where a designation is not confirmed, the Court may either:
 - (a) invite the party or parties concerned, or, as the case may be, the arbitrators, to make a new designation within a reasonable time-limit; or
 - (b) in exceptional circumstances, proceed directly with the appointment.
3. In the event of any failure in the constitution of the arbitral tribunal under these Rules, the Court shall have all powers to address such failure and may, in particular, revoke any appointment made, appoint or reappoint any of the arbitrators and designate one of them as the presiding arbitrator.
4. If, before the arbitral tribunal is constituted, the parties agree on a settlement of the dispute, or the continuation of the arbitral proceedings becomes unnecessary or impossible for other reasons, the Secretariat shall give advance notice to the parties that the Court may terminate the proceedings. Any party may request that the Court proceed with the constitution of the arbitral tribunal in accordance with these Rules in order that the arbitral tribunal determine and apportion the costs not agreed upon by the parties.
5. Once the Registration Fee and any Provisional Deposit have been paid in accordance with Appendix B (Schedule of Costs) and all arbitrators have been confirmed, the Secretariat shall transmit the file to the arbitral tribunal without delay.

NUMBER OF ARBITRATORS

Article 6

1. If the parties have not agreed upon the number of arbitrators, the Court shall decide whether the case shall be referred to a sole arbitrator or to a three-member arbitral tribunal, taking into account all relevant circumstances.
2. As a rule, the Court shall refer the case to a sole arbitrator, unless the complexity of the subject matter and/or the amount in dispute justify that the case be referred to a three-member arbitral tribunal.
3. If the arbitration agreement provides for an arbitral tribunal composed of more than one arbitrator, and this appears inappropriate in view of the amount in dispute or of other circumstances, the Court shall invite the parties to agree to refer the case to a sole arbitrator.
4. Where the amount in dispute does not exceed CHF 1,000,000 (one million Swiss francs), Article 42(2) (Expedited Procedure) shall apply.

APPOINTMENT OF A SOLE ARBITRATOR

Article 7

1. Where the parties have agreed that the dispute shall be referred to a sole arbitrator, they shall jointly designate the sole arbitrator within thirty days from the date on which the Notice of Arbitration was received by the Respondent(s), unless the parties' agreement provides otherwise.
2. Where the parties have not agreed upon the number of arbitrators, they shall jointly designate the sole arbitrator within thirty days from the date of receipt of the Court's decision that the dispute shall be referred to a sole arbitrator.
3. If the parties fail to designate the sole arbitrator within the applicable time-limit, the Court shall proceed with the appointment.

APPOINTMENT OF ARBITRATORS IN BI-PARTY OR MULTI-PARTY PROCEEDINGS

Article 8

1. Where a dispute between two parties is referred to a three-member arbitral tribunal, each party shall designate one arbitrator, unless the parties have agreed otherwise.
2. If a party fails to designate an arbitrator within the time-limit set by the Court or resulting from the arbitration agreement,

the Court shall appoint the arbitrator. Unless the parties' agreement provides otherwise, the two arbitrators so appointed shall designate, within thirty days from the confirmation of the second arbitrator, a third arbitrator who shall act as the presiding arbitrator of the arbitral tribunal. Failing such designation, the Court shall appoint the presiding arbitrator.

3. In multi-party proceedings, the arbitral tribunal shall be constituted in accordance with the parties' agreement.
4. If the parties have not agreed upon a procedure for the constitution of the arbitral tribunal in multi-party proceedings, the Court shall set an initial thirty-day time-limit for the Claimant or group of Claimants to designate an arbitrator, and set a subsequent thirty-day time-limit for the Respondent or group of Respondents to designate an arbitrator. If the party or group(s) of parties have each designated an arbitrator, Article 8(2) shall apply to the designation of the presiding arbitrator.
5. Where a party or group of parties fails to designate an arbitrator in multi-party proceedings, the Court may appoint all of the arbitrators, and shall specify the presiding arbitrator.

INDEPENDENCE AND CHALLENGE OF ARBITRATORS

Article 9

1. Any arbitrator conducting an arbitration under these Rules shall be and shall remain at all times impartial and independent of the parties.
2. Prospective arbitrators shall disclose to those who approach them in connection with a possible appointment any circumstances likely to give rise to justifiable doubts as to their impartiality or independence. An arbitrator, once designated or appointed, shall disclose such circumstances to the parties, unless they have already been so informed.

Article 10

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. A party may challenge the arbitrator designated by it only for reasons of which it becomes aware after the appointment has been made.

Article 11

1. A party intending to challenge an arbitrator shall send a notice of challenge to the Secretariat within 15 days after the circumstances giving rise to the challenge became known to that party.
2. If, within 15 days from the date of the notice of challenge, all of the parties do not agree to the challenge, or the challenged arbitrator does not withdraw, the Court shall decide on the challenge.
3. The decision of the Court is final and the Court has no obligation to give reasons.

REMOVAL OF AN ARBITRATOR

Article 12

1. If an arbitrator fails to perform his or her functions despite a written warning from the other arbitrators or from the Court, the Court may revoke the appointment of that arbitrator.
2. The arbitrator shall first have an opportunity to present his or her position to the Court. The decision of the Court is final and the Court has no obligation to give reasons.

REPLACEMENT OF AN ARBITRATOR

Article 13

1. Subject to Article 13(2), in all instances in which an arbitrator has to be replaced, a replacement arbitrator shall be designated or appointed pursuant to the procedure provided for in Articles 7 and 8 within the time-limit set by the Court. Such procedure shall apply even if a party or the arbitrators had failed to make the required designation during the initial appointment process.
2. In exceptional circumstances, the Court may, after consulting with the parties and any remaining arbitrators:
 - (a) directly appoint the replacement arbitrator; or
 - (b) after the closure of the proceedings, authorise the remaining arbitrator(s) to proceed with the arbitration and make any decision or award.

Article 14

If an arbitrator is replaced, the proceedings shall, as a rule, resume at the stage reached when the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

Section III. Arbitral Proceedings*GENERAL PROVISIONS***Article 15**

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that it ensures equal treatment of the parties and their right to be heard.
2. At any stage of the proceedings, the arbitral tribunal may hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. After consulting with the parties, the arbitral tribunal may also decide to conduct the proceedings on the basis of documents and other materials.
3. At an early stage of the arbitral proceedings, and in consultation with the parties, the arbitral tribunal shall prepare a provisional timetable for the arbitral proceedings, which shall be provided to the parties and, for information, to the Secretariat.
4. All documents or information provided to the arbitral tribunal by one party shall at the same time be communicated by that party to the other parties.
5. The arbitral tribunal may, after consulting with the parties, appoint a secretary. Articles 9 to 11 shall apply to the secretary.
6. The parties may be represented or assisted by persons of their choice.
7. All participants in the arbitral proceedings shall act in good faith, and make every effort to contribute to the efficient conduct of the proceedings and to avoid unnecessary costs and delays. The parties undertake to comply with any award or order made by the arbitral tribunal or emergency arbitrator without delay.
8. With the agreement of each of the parties, the arbitral tribunal may take steps to facilitate the settlement of the dispute before it. Any such agreement by a party shall constitute a waiver of its right to challenge an arbitrator's impartiality based on the

arbitrator's participation and knowledge acquired in taking the agreed steps.

*SEAT OF THE ARBITRATION***Article 16**

1. If the parties have not determined the seat of the arbitration, or if the designation of the seat is unclear or incomplete, the Court shall determine the seat of the arbitration, taking into account all relevant circumstances, or shall request the arbitral tribunal to determine it.
2. Without prejudice to the determination of the seat of the arbitration, the arbitral tribunal may decide where the proceedings shall be conducted. In particular, it may hear witnesses and hold meetings for consultation among its members at any place it deems appropriate, having regard to the circumstances of the arbitration.
3. The arbitral tribunal may meet at any place it deems appropriate for the inspection of goods, other property, or documents. The parties shall be given sufficient notice to enable them to be present at such an inspection.
4. The award shall be deemed to be made at the seat of the arbitration.

*LANGUAGE***Article 17**

1. Subject to an agreement of the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the Statement of Claim, the Statement of Defence, any further written statements, and to any oral hearings.
2. The arbitral tribunal may order that any documents annexed to the Statement of Claim or Statement of Defence, and any supplementary documents or exhibits submitted in the course of the proceedings in a language other than the language or languages agreed upon by the parties or determined by the arbitral tribunal shall be accompanied by a translation into such language or languages.

*STATEMENT OF CLAIM***Article 18**

1. Within a period of time to be determined by the arbitral tribunal, and unless the Statement of Claim was contained in the

Notice of Arbitration, the Claimant shall communicate its Statement of Claim in writing to the Respondent and to each of the arbitrators. A copy of the contract, and, if it is not contained in the contract, of the arbitration agreement, shall be annexed to the Statement of Claim.

2. The Statement of Claim shall include the following particulars:
 - (a) The names and addresses of the parties;
 - (b) A statement of the facts supporting the claim;
 - (c) The points at issue;
 - (d) The relief or remedy sought.
3. As a rule, the Claimant shall annex to its Statement of Claim all documents and other evidence on which it relies.

STATEMENT OF DEFENCE

Article 19

1. Within a period of time to be determined by the arbitral tribunal, and unless the Statement of Defence was contained in the Answer to the Notice of Arbitration, the Respondent shall communicate its Statement of Defence in writing to the Claimant and to each of the arbitrators.
2. The Statement of Defence shall reply to the particulars of the Statement of Claim set out in Articles 18(2)(b) to (d). If the Respondent raises an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection. As a rule, the Respondent shall annex to its Statement of Defence all documents and other evidence on which it relies.
3. Articles 18(2)(b) to (d) shall apply to a counterclaim and a claim relied on for the purpose of a set-off.

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 20

1. During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it, the prejudice to the other parties, or any other circumstances. However, a claim may not be amended in such a manner that the amended claim falls outside the scope of the arbitration clause or separate arbitration agreement.

2. The arbitral tribunal may adjust the costs of the arbitration if a party amends or supplements its claims, counterclaims, or defences.

OBJECTIONS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 21

1. The arbitral tribunal shall have the power to rule on any objections to its jurisdiction, including any objection with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.
2. The arbitral tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms part. For the purposes of Article 21, an arbitration clause which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration clause.
3. As a rule, any objection to the jurisdiction of the arbitral tribunal shall be raised in the Answer to the Notice of Arbitration, and in no event later than in the Statement of Defence referred to in Article 19, or, with respect to a counterclaim, in the reply to the counterclaim.
4. In general, the arbitral tribunal should rule on any objection to its jurisdiction as a preliminary question. However, the arbitral tribunal may proceed with the arbitration and rule on such an objection in an award on the merits.
5. The arbitral tribunal shall have jurisdiction to hear a set-off defence even if the relationship out of which the defence is said to arise is not within the scope of the arbitration clause, or falls within the scope of another arbitration agreement or forum-selection clause.

FURTHER WRITTEN STATEMENTS

Article 22

The arbitral tribunal shall decide which further written statements, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them and shall set the periods of time for communicating such statements.

*PERIODS OF TIME***Article 23**

The periods of time set by the arbitral tribunal for the communication of written statements (including the Statement of Claim and Statement of Defence) should not exceed forty-five days. However, the arbitral tribunal may extend the time-limits if it considers that an extension is justified.

*EVIDENCE AND HEARINGS***Article 24**

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. The arbitral tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence.
3. At any time during the arbitral proceedings, the arbitral tribunal may require the parties to produce documents, exhibits, or other evidence within a period of time determined by the arbitral tribunal.

Article 25

1. The arbitral tribunal shall give the parties adequate advance notice of the date, time, and place of any oral hearing.
2. Any person may be a witness or an expert witness in the arbitration. It is not improper for a party, its officers, employees, legal advisors, or counsel to interview witnesses, potential witnesses, or expert witnesses.
3. Prior to a hearing and within a period of time determined by the arbitral tribunal, the evidence of witnesses and expert witnesses may be presented in the form of written statements or reports signed by them.
4. At the hearing, witnesses and expert witnesses may be heard and examined in the manner set by the arbitral tribunal. The arbitral tribunal may direct that witnesses or expert witnesses be examined through means that do not require their physical presence at the hearing (including by videoconference).
5. Arrangements shall be made for the translation of oral statements made at a hearing and for a record of the hearing to be provided if this is deemed necessary by the arbitral tribunal having regard to the circumstances of the case, or if the parties so agree.

6. Hearings shall be held *in camera* unless the parties agree otherwise. The arbitral tribunal may order witnesses or expert witnesses to retire during the testimony of other witnesses or expert witnesses.

*INTERIM MEASURES OF PROTECTION***Article 26**

1. At the request of a party, the arbitral tribunal may grant any interim measures it deems necessary or appropriate. Upon the application of any party or, in exceptional circumstances and with prior notice to the parties, on its own initiative, the arbitral tribunal may also modify, suspend or terminate any interim measures granted.
2. Interim measures may be granted in the form of an interim award. The arbitral tribunal shall be entitled to order the provision of appropriate security.
3. In exceptional circumstances, the arbitral tribunal may rule on a request for interim measures by way of a preliminary order before the request has been communicated to any other party, provided that such communication is made at the latest together with the preliminary order and that the other parties are immediately granted an opportunity to be heard.
4. The arbitral tribunal may rule on claims for compensation for any damage caused by an unjustified interim measure or preliminary order.
5. By submitting their dispute to arbitration under these Rules, the parties do not waive any right that they may have under the applicable laws to submit a request for interim measures to a judicial authority. A request for interim measures addressed by any party to a judicial authority shall not be deemed to be incompatible with the agreement to arbitrate, or to constitute a waiver of that agreement.
6. The arbitral tribunal shall have discretion to apportion the costs relating to a request for interim measures in an interim award or in the final award.

*TRIBUNAL-APPOINTED EXPERTS***Article 27**

1. The arbitral tribunal, after consulting with the parties, may appoint one or more experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the parties.

2. The parties shall give the expert any relevant information or produce for the expert's inspection any relevant documents or goods that the expert may require of them. Any dispute between a party and the expert as to the relevance of the required information, documents or goods shall be referred to the arbitral tribunal.
3. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in the report.
4. At the request of any party, the expert, after delivery of the report, may be heard at a hearing during which the parties shall have the opportunity to be present and to examine the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. Article 25 shall be applicable to such proceedings.
5. Articles 9 to 11 shall apply to any expert appointed by the arbitral tribunal.

DEFAULT

Article 28

1. If, within the period of time set by the arbitral tribunal, the Claimant has failed to communicate its claim without showing sufficient cause for such failure, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings. If, within the period of time set by the arbitral tribunal, the Respondent has failed to communicate its Statement of Defence without showing sufficient cause for such failure, the arbitral tribunal shall order that the proceedings continue.
2. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
3. If one of the parties, duly invited to produce documentary or other evidence, fails to do so within the period of time determined by the arbitral tribunal, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

CLOSURE OF PROCEEDINGS

Article 29

1. When it is satisfied that the parties have had a reasonable opportunity to present their respective cases on matters to be

decided in an award, the arbitral tribunal may declare the proceedings closed with regard to such matters.

2. The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon the application of a party, to reopen the proceedings on the matters with regard to which the proceedings were closed pursuant to Article 29(1) at any time before the award on such matters is made.

WAIVER OF RULES

Article 30

If a party knows that any provision of, or requirement under, these Rules or any other applicable procedural rule has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, it shall be deemed to have waived its right to raise an objection.

Section IV. The Award

DECISIONS

Article 31

1. If the arbitral tribunal is composed of more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. If there is no majority, the award shall be made by the presiding arbitrator alone.
2. If authorized by the arbitral tribunal, the presiding arbitrator may decide on questions of procedure, subject to revision by the arbitral tribunal.

FORM AND EFFECT OF THE AWARD

Article 32

1. In addition to making a final award, the arbitral tribunal may make interim, interlocutory, or partial awards. If appropriate, the arbitral tribunal may also award costs in awards that are not final.
2. The award shall be made in writing and shall be final and binding on the parties.
3. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

4. An award shall be signed by the arbitrators and it shall specify the seat of the arbitration and the date on which the award was made. Where the arbitral tribunal is composed of more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
5. The publication of the award is governed by Article 44.
6. Originals of the award signed by the arbitrators shall be communicated by the arbitral tribunal to the parties and to the Secretariat. The Secretariat shall retain a copy of the award.

APPLICABLE LAW, AMIABLE COMPOSITEUR

Article 33

1. The arbitral tribunal shall decide the case in accordance with the rules of law agreed upon by the parties or, in the absence of a choice of law, by applying the rules of law with which the dispute has the closest connection.
2. The arbitral tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised the arbitral tribunal to do so.
3. In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the trade usages applicable to the transaction.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

Article 34

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Article 34(1), the arbitral tribunal shall give advance notice to the parties that it may issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order, unless a party raises justifiable grounds for objection.
3. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitra-

tors, shall be communicated by the arbitral tribunal to the parties and to the Secretariat. Where an arbitral award on agreed terms is made, Articles 32(2) and (4) to (6) shall apply.

INTERPRETATION OF THE AWARD

Article 35

1. Within thirty days after the receipt of the award, a party, with notice to the Secretariat and to the other parties, may request that the arbitral tribunal give an interpretation of the award. The arbitral tribunal may set a time-limit, as a rule not exceeding thirty days, for the other parties to comment on the request.
2. The interpretation shall be given in writing within forty-five days after the receipt of the request. The Court may extend this time limit. The interpretation shall form part of the award and Articles 32(2) to (6) shall apply.

CORRECTION OF THE AWARD

Article 36

1. Within thirty days after the receipt of the award, a party, with notice to the Secretariat and to the other parties, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may set a time-limit, as a rule not exceeding thirty days, for the other parties to comment on the request.
2. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing, and Articles 32(2) to (6) shall apply.

ADDITIONAL AWARD

Article 37

1. Within thirty days after the receipt of the award, a party, with notice to the Secretariat and the other parties, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award. The arbitral tribunal may set a time-limit, as a rule not exceeding thirty days, for the other parties to comment on the request.
2. If the arbitral tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall

complete its award within sixty days after the receipt of the request. The Court may extend this time-limit.

3. Articles 32(2) to (6) shall apply to any additional award.

COSTS

Article 38

The award shall contain a determination of the costs of the arbitration. The term “costs” includes only:

- (a) The fees of the arbitral tribunal, to be stated separately as to each arbitrator and any secretary, and to be determined by the arbitral tribunal itself in accordance with Articles 39 and 40(3) to (5);
- (b) The travel and other expenses incurred by the arbitral tribunal and any secretary;
- (c) The costs of expert advice and of other assistance required by the arbitral tribunal;
- (d) The travel and other expenses of witnesses, to the extent such expenses are approved by the arbitral tribunal;
- (e) The costs for legal representation and assistance, if such costs were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
- (f) The Registration Fee and the Administrative Costs in accordance with Appendix B (Schedule of Costs);
- (g) The Registration Fee, the fees and expenses of any emergency arbitrator, and the costs of expert advice and of other assistance required by such emergency arbitrator, determined in accordance with Article 43(9).

Article 39

1. The fees and expenses of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter of the arbitration, the time spent and any other relevant circumstances of the case, including the discontinuation of the arbitral proceedings in case of settlement. In the event of a discontinuation of the arbitral proceedings, the fees of the arbitral tribunal may be less than the minimum amount resulting from Appendix B (Schedule of Costs).

2. The fees and expenses of the arbitral tribunal shall be determined in accordance with Appendix B (Schedule of Costs).
3. The arbitral tribunal shall decide on the allocation of its fees among its members. As a rule, the presiding arbitrator shall receive between 40 % and 50 % and each co-arbitrator between 25 % and 30 % of the total fees, in view of the time and efforts spent by each arbitrator.

Article 40

1. Except as provided in Article 40(2), the costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion any of the costs of the arbitration among the parties if it determines that such apportionment is reasonable, taking into account the circumstances of the case.
2. With respect to the costs of legal representation and assistance referred to in Article 38(e), the arbitral tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs among the parties if it determines that an apportionment is reasonable.
3. If the arbitral tribunal issues an order for the termination of the arbitral proceedings or makes an award on agreed terms, it shall determine the costs of the arbitration referred to in Articles 38 and 39 in the order or award.
4. Before rendering an award, termination order, or decision on a request under Articles 35 to 37, the arbitral tribunal shall submit to the Secretariat a draft thereof for approval or adjustment by the Court of the determination on costs made pursuant to Articles 38(a) to (c) and (f) and Article 39. Any such approval or adjustment shall be binding upon the arbitral tribunal.
5. No additional costs may be charged by an arbitral tribunal for interpretation, correction, or completion of its award under Articles 35 to 37, unless they are justified by the circumstances.

DEPOSIT OF COSTS

Article 41

1. The arbitral tribunal, once constituted, and after consulting with the Court, shall request each party to deposit an equal amount as an advance for the costs referred to in Articles 38(a) to (c) and the Administrative Costs referred to in Art. 38(f). Any Provisional Deposit paid by a party in accordance with Appendix B (Schedule of Costs) shall be considered as a

- partial payment of its deposit. The arbitral tribunal shall provide a copy of such request to the Secretariat.
2. Where a Respondent submits a counterclaim, or it otherwise appears appropriate in the circumstances, the arbitral tribunal may in its discretion establish separate deposits.
 3. During the course of the arbitral proceedings, the arbitral tribunal may, after consulting with the Court, request supplementary deposits from the parties. The arbitral tribunal shall provide a copy of any such request to the Secretariat.
 4. If the required deposits are not paid in full within fifteen days after the receipt of the request, the arbitral tribunal shall notify the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.
 5. In its final award, the arbitral tribunal shall issue to the parties a statement of account of the deposits received. Any unused amount shall be returned to the parties.

Section V. Other Provisions

EXPEDITED PROCEDURE

Article 42

1. If the parties so agree, or if Article 42(2) is applicable, the arbitral proceedings shall be conducted in accordance with an Expedited Procedure based upon the foregoing provisions of these Rules, subject to the following changes:
 - (a) The file shall be transmitted to the arbitral tribunal only upon payment of the Provisional Deposit as required by Section 1.4 of Appendix B (Schedule of Costs);
 - (b) After the submission of the Answer to the Notice of Arbitration, the parties shall, as a rule, be entitled to submit only a Statement of Claim, a Statement of Defence (and counterclaim) and, where applicable, a Statement of Defence in reply to the counterclaim;
 - (c) Unless the parties agree that the dispute shall be decided on the basis of documentary evidence only, the arbitral tribunal shall hold a single hearing for the examination of the witnesses and expert witnesses, as well as for oral argument;

- (d) The award shall be made within six months from the date on which the Secretariat transmitted the file to the arbitral tribunal. In exceptional circumstances, the Court may extend this time-limit;
 - (e) The arbitral tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.
2. The following provisions shall apply to all cases in which the amount in dispute, representing the aggregate of the claim and the counterclaim (or any set-off defence), does not exceed CHF 1,000,000 (one million Swiss francs), unless the Court decides otherwise, taking into account all relevant circumstances:
 - (a) The arbitral proceedings shall be conducted in accordance with the Expedited Procedure set forth in Article 42(1);
 - (b) The case shall be referred to a sole arbitrator, unless the arbitration agreement provides for more than one arbitrator;
 - (c) If the arbitration agreement provides for an arbitral tribunal composed of more than one arbitrator, the Secretariat shall invite the parties to agree to refer the case to a sole arbitrator. If the parties do not agree to refer the case to a sole arbitrator, the fees of the arbitrators shall be determined in accordance with Appendix B (Schedule of Costs), but shall in no event be less than the fees resulting from the hourly rate set out in Section 2.8 of Appendix B.

EMERGENCY RELIEF

Article 43

1. Unless the parties have agreed otherwise, a party requiring urgent interim measures pursuant to Article 26 before the arbitral tribunal is constituted may submit to the Secretariat an application for emergency relief proceedings (hereinafter the "Application"). In addition to the particulars set out in Articles 3(3)(b) to (e), the Application shall include:
 - (a) A statement of the interim measure(s) sought and the reasons therefor, in particular the reason for the purported urgency;
 - (b) Comments on the language, the seat of arbitration, and the applicable law;
 - (c) Confirmation of payment by check or transfer to the relevant account listed in Appendix A of the Registration Fee

and of the deposit for emergency relief proceedings as required by Section 1.6 of Appendix B (Schedule of Costs).

2. As soon as possible after receipt of the Application, the Registration Fee, and the deposit for emergency relief proceedings, the Court shall appoint and transmit the file to a sole emergency arbitrator, unless
 - (a) there is manifestly no agreement to arbitrate referring to these Rules, or
 - (b) it appears more appropriate to proceed with the constitution of the arbitral tribunal and refer the Application to it.
3. If the Application is submitted before the Notice of Arbitration, the Court shall terminate the emergency relief proceedings if the Notice of Arbitration is not submitted within ten days from the receipt of the Application. In exceptional circumstances, the Court may extend this time-limit.
4. Articles 9 to 12 shall apply to the emergency arbitrator, except that the time-limits set out in Articles 11(1) and (2) are shortened to three days.
5. If the parties have not determined the seat of the arbitration, or if the designation of the seat is unclear or incomplete, the seat of the arbitration for the emergency relief proceedings shall be determined by the Court without prejudice to the determination of the seat of the arbitration pursuant to Article 16(1).
6. The emergency arbitrator may conduct the emergency relief proceedings in such a manner as the emergency arbitrator considers appropriate, taking into account the urgency inherent in such proceedings and ensuring that each party has a reasonable opportunity to be heard on the Application.
7. The decision on the Application shall be made within fifteen days from the date on which the Secretariat transmitted the file to the emergency arbitrator. This period of time may be extended by agreement of the parties or, in appropriate circumstances, by the Court. The decision on the Application may be made even if in the meantime the file has been transmitted to the arbitral tribunal.
8. A decision of the emergency arbitrator shall have the same effects as a decision pursuant to Article 26. Any interim measure granted by the emergency arbitrator may be modified, suspended or terminated by the emergency arbitrator or, after transmission of the file to it, by the arbitral tribunal.

9. The decision on the Application shall include a determination of costs as referred to in Article 38(g). Before rendering the decision on the Application, the emergency arbitrator shall submit to the Secretariat a draft thereof for approval or adjustment by the Court of the determination of costs. The costs shall be payable out of the deposit for emergency relief proceedings. The determination of costs pursuant to Article 38(d) and (e) and the apportionment of all costs among the parties shall be decided by the arbitral tribunal. If no arbitral tribunal is constituted, the determination of costs pursuant to Article 38(d) and (e) and the apportionment of all costs shall be decided by the emergency arbitrator in a separate award.
10. Any measure granted by the emergency arbitrator ceases to be binding on the parties either upon the termination of the emergency relief proceedings pursuant to Article 43(3), upon the termination of the arbitral proceedings, or upon the rendering of a final award, unless the arbitral tribunal expressly decides otherwise in the final award.
11. The emergency arbitrator may not serve as arbitrator in any arbitration relating to the dispute in respect of which the emergency arbitrator has acted, unless otherwise agreed by the parties.

CONFIDENTIALITY

Article 44

1. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards and orders as well as all materials submitted by another party in the framework of the arbitral proceedings not already in the public domain, except and to the extent that a disclosure may be required of a party by a legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a judicial authority. This undertaking also applies to the arbitrators, the tribunal-appointed experts, the secretary of the arbitral tribunal, the members of the board of directors of the Swiss Chambers' Arbitration Institution, the members of the Court and the Secretariat, and the staff of the individual Chambers.
2. The deliberations of the arbitral tribunal are confidential.
3. An award or order may be published, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:
 - (a) A request for publication is addressed to the Secretariat;
 - (b) All references to the parties' names are deleted; and

- (c) No party objects to such publication within the time limit fixed for that purpose by the Secretariat.

EXCLUSION OF LIABILITY

Article 45

1. Neither the members of the board of directors of the Swiss Chambers' Arbitration Institution, the members of the Court and the Secretariat, the individual Chambers or their staff, the arbitrators, the tribunal-appointed experts, nor the secretary of the arbitral tribunal shall be liable for any act or omission in connection with an arbitration conducted under these Rules, except if the act or omission is shown to constitute intentional wrongdoing or gross negligence.
2. After the award or termination order has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 35 to 37 have lapsed or have been exhausted, neither the members of the board of the Swiss Chambers' Arbitration Institution, the members of the Court and the Secretariat, the individual Chambers or their staff, the arbitrators, the tribunal-appointed experts, nor the secretary of the arbitral tribunal shall be under an obligation to make statements to any person about any matter concerning the arbitration. No party shall seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

APPENDIX A: Offices and Bank Account of the Secretariat of the Arbitration Court

Bank Account

For updated information on our bank account details please visit our website (www.swissarbitration.org) on the following page:

<https://www.swissarbitration.org/arbitration/initiating-arbitration>

All payments must be made in Swiss Francs (CHF) and received net of any banking fees.

Addresses of the Secretariat of the Arbitration Court

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Basel Chamber of Commerce
St. Jakobs-Strasse 25 - P.O. Box
CH-4010 **Basel**
Phone: +41 61 270 60 50
Fax: +41 61 270 60 05
E-mail: basel@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Chamber of Commerce and Industry of Bern
Kramgasse 2 - P.O. Box 5464
CH-3001 **Bern**
Phone: +41 31 388 87 87
Fax: +41 31 388 87 88
E-mail: bern@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Geneva Chamber of Commerce, Industry and Services
4, boulevard du Théâtre - P.O. Box 5039
CH-1211 **Geneva 11**
Phone: +41 22 819 91 57
Fax: +41 22 819 91 36
E-mail: geneva@swissarbitration.org

Swiss Chambers' Arbitration Institution
 Secretariat of the Arbitration Court
 c/o Chamber of Commerce and Industry of Vaud
 47, avenue d'Ouchy - P.O. Box 315
 CH-1001 **Lausanne**
 Phone: +41 21 613 35 31
 Fax: +41 21 613 35 05
 E-mail: lausanne@swissarbitration.org

Swiss Chambers' Arbitration Institution
 Secretariat of the Arbitration Court
 c/o Industrie- und Handelskammer Zentralschweiz
 Kapellplatz 2 – P.O. Box 2941
 CH-6002 **Lucerne**
 Phone: +41 41 410 68 89
 Fax: +41 41 410 52 88
 E-mail: lucerne@swissarbitration.org

Swiss Chambers' Arbitration Institution
 Secretariat of the Arbitration Court
 c/o Chamber of Commerce and Industry of Ticino
 16, corso Elvezia - P.O. Box 5399
 CH-6901 **Lugano**
 Phone: +41 91 911 51 11
 Fax: +41 91 911 51 12
 E-mail: lugano@swissarbitration.org

Swiss Chambers' Arbitration Institution
 Secretariat of the Arbitration Court
 c/o Neuchâtel Chamber of Commerce and Industry
 4, rue de la Serre - P.O. Box 2012
 CH-2001 **Neuchâtel**
 Phone: +41 32 727 24 27
 Fax: +41 32 727 24 28
 E-mail: neuchatel@swissarbitration.org

Swiss Chambers' Arbitration Institution
 Secretariat of the Arbitration Court
 c/o Zurich Chamber of Commerce
 Löwenstrasse 11 - P.O. Box
 CH-8021 **Zurich**
 Phone: +41 44 217 40 50
 Fax: +41 44 217 40 51
 E-mail: zurich@swissarbitration.org

APPENDIX B:

Schedule of Costs

(effective as of 1 June 2012)

(All amounts in this Appendix B are in Swiss francs, hereinafter "CHF")

1. Registration Fee and Deposits

- 1.1 When submitting a Notice of Arbitration, the Claimant shall pay a non-refundable Registration Fee of
 - CHF 4,500 for arbitrations where the amount in dispute does not exceed CHF 2,000,000;
 - CHF 6,000 for arbitrations where the amount in dispute is between CHF 2,000,001 and CHF 10,000,000;
 - CHF 8,000 for arbitrations where the amount in dispute exceeds CHF 10,000,000.
- 1.2 If the amount in dispute is not quantified, the Claimant shall pay a non-refundable Registration Fee of CHF 6,000.
- 1.3 The above provisions shall apply to any counterclaim.
- 1.4 Under the Expedited Procedure, upon receipt of the Notice of Arbitration, the Court shall request the Claimant to pay a Provisional Deposit of CHF 5,000.
- 1.5 If the Registration Fee or any Provisional Deposit is not paid, the arbitration shall not proceed with respect to the related claim(s) or counterclaim(s).
- 1.6 A party applying for Emergency Relief shall pay a non-refundable Registration Fee of CHF 4,500 and a deposit as an advance for the costs of the emergency relief proceedings of CHF 20,000 together with the Application. If the Registration Fee and the deposit are not paid, the Court shall not proceed with the emergency relief proceedings.
- 1.7 In case of a request for the correction or interpretation of the award or for an additional award made pursuant to Articles 35, 36 or 37, or where a judicial authority remits an award to the arbitral tribunal, the arbitral tribunal may request a supplementary deposit with prior approval of the Court.

2. Fees and Administrative Costs

- 2.1 The fees referred to in Articles 38(a) and (g) shall cover the activities of the arbitral tribunal and the emergency arbitrator, respectively, from the moment the file is transmitted until the final award, termination order, or decision in emergency relief proceedings.
- 2.2 Where the amount in dispute exceeds the threshold specified in Section 6 of this Appendix B, Administrative Costs² shall be payable to the Swiss Chambers' Arbitration Institution, in addition to the Registration Fee.
- 2.3 As a rule, and except for emergency relief proceedings, the fees of the arbitral tribunal and the Administrative Costs shall be computed on the basis of the scale in Section 6 of this Appendix B, taking into account the criteria of Article 39(1). The fees of the arbitral tribunal, the deposits requested pursuant to Article 41, as well as the Administrative Costs may exceed the amounts set out in the scale only in exceptional circumstances and with prior approval of the Court.
- 2.4 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to set-off defences, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defences will not require significant additional work.
- 2.5 Interest claims shall not be taken into account for the calculation of the amount in dispute. However, when the interest claims exceed the amount claimed as principal, the interest claims alone shall be taken into account for the calculation of the amount in dispute.
- 2.6 Amounts in currencies other than the Swiss franc shall be converted into Swiss francs at the rate of exchange applicable at the time the Notice of Arbitration is received by the Secretariat or at the time any new claim, counterclaim, set-off defence or amendment to a claim or defence is filed.
- 2.7 If the amount in dispute is not quantified, the fees of the arbitral tribunal and the Administrative Costs shall be determined by the arbitral tribunal, taking into account all relevant circumstances.

² This is a contribution, in the maximum amount of CHF 50,000, to the Administrative Costs of the Swiss Chambers' Arbitration Institution, in addition to the Registration Fee. In the event of a discontinuation of the arbitral proceedings (Article 39(1)), the Swiss Chambers' Arbitration Institution may, in its discretion, decide not to charge all or part of the Administrative Costs.

- 2.8 Where the parties do not agree to refer the case to a sole arbitrator as provided for by Article 42(2) (Expedited Procedure), the fees of the arbitrators shall be determined in accordance with the scale in Section 6 of this Appendix B, but shall not be less than the fees resulting from the application of an hourly rate of CHF 350 (three hundred fifty Swiss francs) for the arbitrators.
- 2.9 The fees of the emergency arbitrator shall range from CHF 2,000 to CHF 20,000. They may exceed CHF 20,000 only in exceptional circumstances and with the approval of the Court.

3. Expenses

The expenses of the arbitral tribunal and the emergency arbitrator shall cover their reasonable disbursements for the arbitration, such as expenses for travel, accommodation, meals, and any other costs related to the conduct of the proceedings. The Court shall issue general guidelines for the accounting of such expenses³.

4. Administration of Deposits

- 4.1 The Secretariat or, if so requested by the Secretariat, the arbitral tribunal, is to hold the deposits to be paid by the parties in a separate bank account which is solely used for, and clearly identified as relating to, the arbitral proceedings in question.
- 4.2 With the approval of the Court, part of the deposits may from time to time be released to each member of the arbitral tribunal as an advance on costs, as the arbitration progresses.

5. Taxes and Charges Applicable to Fees

Amounts payable to the arbitral tribunal or emergency arbitrator do not include any possible value added taxes (VAT) or other taxes or charges that may be applicable to the fees of a member of the arbitral tribunal or emergency arbitrator. Parties have a duty to pay any such taxes or charges. The recovery of any such taxes or charges is a matter solely between each member of the arbitral tribunal, or the emergency arbitrator, on the one hand, and the parties, on the other.

³ The guidelines are available at www.swissarbitration.org.

6. Scale of Arbitrator's Fees and Administrative Costs

6.1 Sole Arbitrator

Amount in dispute (in Swiss francs)	Administrative costs		Sole Arbitrator	
	Minimum	Maximum	Minimum	Maximum
0 – 300,000	–	–	4% of amount	12% of amount
300,001 – 600,000	–	–	12,000 + 2% of amount over 300,000	36,000 + 8% of amount over 300,000
600,001 – 1,000,000	–	–	18,000 + 1.5% of amount over 600,000	60,000 + 6% of amount over 600,000
1,000,001 – 2,000,000	–	–	24,000 + 0.6% of amount over 1,000,000	84,000 + 3.6% of amount over 1,000,000
2,000,001 – 10,000,000	4,000 + 0.2% of amount over 2,000,000	–	30,000 + 0.38% of amount over 2,000,000	120,000 + 1.5% of amount over 2,000,000
10,000,001 – 20,000,000	20,000 + 0.1% of amount over 10,000,000	–	60,400 + 0.3% of amount over 10,000,000	240,000 + 0.6% of amount over 10,000,000
20,000,001 – 50,000,000	30,000 + 0.05% of amount over 20,000,000	–	90,400 + 0.1% of amount over 20,000,000	300,000 + 0.2% of amount over 20,000,000
50,000,001 – 100,000,000	45,000 + 0.01% of amount over 50,000,000	–	120,400 + 0.06% of amount over 50,000,000	360,000 + 0.18% of amount over 50,000,000
100,000,001 – 250,000,000	50,000	–	150,400 + 0.02% of amount over 100,000,000	450,000 + 0.1% of amount over 100,000,000
> 250,000,000	50,000	–	180,400 + 0.01% of amount over 250,000,000	600,000 + 0.06% of amount over 250,000,000

6.2 Three Arbitrators⁴

Amount in dispute (in Swiss francs)	Administrative costs		Three-member arbitral tribunal	
	Minimum	Maximum	Minimum	Maximum
0 – 300,000	–	–	10% of amount	30% of amount
300,001 – 600,000	–	–	30,000 + 5% of amount over 300,000	90,000 + 20% of amount over 300,000
600,001 – 1,000,000	–	–	45,000 + 3.75% of amount over 600,000	150,000 + 15% of amount over 600,000
1,000,001 – 2,000,000	–	–	60,000 + 1.5% of amount over 1,000,000	210,000 + 9% of amount over 1,000,000
2,000,001 – 10,000,000	4,000 + 0.2% of amount over 2,000,000	–	75,000 + 0.95% of amount over 2,000,000	300,000 + 3.75% of amount over 2,000,000
10,000,001 – 20,000,000	20,000 + 0.1% of amount over 10,000,000	–	151,000 + 0.75% of amount over 10,000,000	600,000 + 1.5% of amount over 10,000,000
20,000,001 – 50,000,000	30,000 + 0.05% of amount over 20,000,000	–	226,000 + 0.25% of amount over 20,000,000	750,000 + 0.5% of amount over 20,000,000
50,000,001 – 100,000,000	45,000 + 0.01% of amount over 50,000,000	–	301,000 + 0.15% of amount over 50,000,000	900,000 + 0.45% of amount over 50,000,000
100,000,001 – 250,000,000	50,000	–	376,000 + 0.05% of amount over 100,000,000	1,125,000 + 0.25% of amount over 100,000,000
> 250,000,000	50,000	–	451,000 + 0.025% of amount over 250,000,000	1,500,000 + 0.15% of amount over 250,000,000

⁴ The fees of an arbitral tribunal consisting of more than one arbitrator represent those of a sole arbitrator plus 75 % for each additional arbitrator, i.e. 250% of the fees of a sole arbitrator for a three-member tribunal.

**瑞士国际仲裁规则
(瑞士规则)**

2012年6月

Swiss Chambers' Arbitration Institution
(瑞士商会仲裁院)
 瑞士商会仲裁及调解机构

商会成员：
 巴塞尔商会
 伯尔尼商业与工业协会
 瑞士中部工商会
 日内瓦商业、工业与服务行业协会
 纳沙泰尔商业与工业协会
 提契诺商业与工业协会
 沃州商业与工业协会
 苏黎世商会

目录

	页码
示范仲裁条款	45
前言	45
第一部分 绪则	46
适用范围	46
通知、期间的计算	46
仲裁通知及对仲裁通知的回复	47
合并仲裁和追加当事人	49
第二部分 仲裁庭组成	50
仲裁员的确认	50
仲裁员的人数	50
独任仲裁员的任命	51
双方或多方当事人仲裁程序中仲裁员的任命	51
仲裁员的独立和仲裁员的回避	52
仲裁员的免职	53
仲裁员的替换	53
第三部分 仲裁程序	54
总则	54
仲裁地	54
语言	55
仲裁申请书	55
答辩书	56
对请求和答辩的修改	56
对仲裁庭管辖权的异议	56
进一步书面陈述	57
期间	57
证据及庭审	57
临时保护措施	58
仲裁庭任命的专家	59
缺席	60
仲裁程序终结	60
弃权	60
第四部分 裁决	61
决定	61
裁决的形式及效力	61
适用法律、友好公断人	61
因和解或其他原因终止仲裁	62
裁决的解释	62
裁决的更正	63
补充裁决	63
费用	63
费用的预存	65

第五部分 其他条款	66
简易程序	66
紧急救济	67
保密条款	68
责任排除	69
附件A 仲裁委秘书处办公地址	70
附件B 费用说明表	72

本版《瑞士国际仲裁规则》的中文翻译由艾格峰外国法事务律师事务所 (Eiger Law) 在该规则2012年英文版和2004年中文版基础上完成。

Swiss Chambers' Arbitration Institution (瑞士商会仲裁院) 感谢 Altenburger 法律及税务事务所的吴希家博士 (Dr. Clarisse von Wunschheim) 及中国律师胡宇鹏先生 (Mr. Yves P. HU) 对本版中文翻译的修订。

瑞士国际仲裁规则 (瑞士规则)

示范仲裁条款

基于本合同产生的或者与本合同有关的任何纠纷、争议或权利主张，包括涉及合同有效、无效、违约或合同终止的事项，均应根据提交仲裁申请时有效的 Swiss Chambers' Arbitration Institution (瑞士商会仲裁院) 的瑞士国际仲裁规则以仲裁方式加以解决。

仲裁员人数应为 (一名、三名、一名或三名)；

仲裁地应为 (瑞士城市，除非当事人约定仲裁地为瑞士以外的其他国家城市)；

仲裁程序应以 语言 (请填写选定语言) 进行。

前言

(a) 为了统一其仲裁规则，巴塞尔商会、伯尔尼商业与工业协会、日内瓦商业、工业与服务行业协会、纳沙泰尔商业与工业协会、提契诺商业与工业协会、沃州商业与工业协会及苏黎世商会于2004年起决定采用瑞士国际仲裁规则 (以下称“瑞士规则”或“规则”) 取代各商会以前的仲裁规则。

(b) 各商会成立 Swiss Chambers' Arbitration Institution (瑞士商会仲裁院) 来提供仲裁服务。为了在瑞士规则下管理好仲裁案件，Swiss Chambers' Arbitration Institution (瑞士商会仲裁院) 成立了由在国际仲裁领域有丰富经验的从业人员组成的仲裁委员会 (以下称“仲裁委”)。仲裁委应根据本规则作出决定，也可以授权一个或多个成员或委员会以各自内部规则为基础作出相关的特别决定。仲裁委秘书处 (以下称“秘书处”) 协助仲裁委的日常工作。

(c) Swiss Chambers' Arbitration Institution (瑞士商会仲裁院) 根据任何适用的法律在瑞士或其他任何国家提供国内仲裁和国际仲裁服务以及其他争议解决服务。

第一部分 绪则

适用范围

第一条

1. 在仲裁中,当仲裁协议指定适用本规则,或者指定适用巴塞尔商会、伯尔尼商业与工业协会、日内瓦商业、工业与服务行业协会、纳沙泰尔商业与工业协会、提契诺商业与工业协会、沃州商业与工业协会、苏黎世商会或任何其他遵从本规则之商业与工业协会的仲裁规则时,应适用本规则。
2. 当事人可以指定在瑞士或在其他任何国家的仲裁地。
3. 此版本规则自二零一二年六月一日起生效,并且,除非当事人另有约定,本规则应适用于在本规则生效之日或之后提交仲裁通知的所有仲裁程序。
4. 在将争议提交至按本规则仲裁时,当事人在法律允许的最大范围内将原本授予司法机构的仲裁监督权授予仲裁委,包括延长仲裁庭的任期,以及决定基于本规则未规定的理由提出的仲裁员回避申请能否成立。
5. 这些规则适用于仲裁案件的始终,除非规则与仲裁案件适用的法律条款有冲突,而该法律条款又无法规避,则该等情况下适用该法律条文。

通知、期间的计算

第二条

1. 为本规则之目的,任何通知,包括告知、通讯或建议,如果送达至受送达人、或其惯常住所、营业地、通讯地址或电子通讯地址,或者在合理查询后仍然不能确定上述地址时,送达至已知的受送达人的最后住所或营业地,即视为受送达人已经收到。依照上述方式送达通知之日即应被视为受送达人收到该等通知之日。
2. 本规则项下的期间,自收到该通知、告知、通讯及建议之日的次日起开始计算。如果该等期间之届满日为受送达人住所地或营业地的法定假日或非工作日,该等期间应顺延至此后的第一个工作日届满。在计算期间时,期间的公共假期或非工作日应计入期间内。

3. 在合理的情形下,仲裁委可以延长或缩短任何由其确定的或有权确定或更改的期限。

仲裁通知及对仲裁通知的回复

第三条

1. 提起仲裁的当事人(以下简称“申请人”,或在适用时,为“全体申请人”)应按照附件A所列的任一地址向秘书处提交仲裁通知。
2. 仲裁程序应被视为自秘书处收到仲裁通知之日起开始。
3. 仲裁通知的份数应依其他当事人(以下简称“被申请人”,或在适用时,为“全体被申请人”)的数目提交,并应同时另行向每位仲裁员及秘书处提交一份仲裁通知副本。仲裁通知中应包括:
 - (a) 将争议提交仲裁的要求;
 - (b) 当事人及其代理人的姓名(名称)、地址、电话和传真号码及电子邮件地址(如有);
 - (c) 所引述的仲裁条款或单独仲裁协议的文本;
 - (d) 指明引起纠纷或与纠纷有关的合同或其他法律文件;
 - (e) 请求的基本性质,以及对所涉金额(如有)的说明;
 - (f) 所要求的救济或赔偿;
 - (g) 对仲裁员人数(即,一名或三名)、仲裁语言和仲裁地的建议,如果各方当事人事先并未对之达成协议;
 - (h) 申请人对一名或多名仲裁员的指定,如果各方当事人协议如此;
 - (i) 对已按照仲裁通知提交日届时有效的附件B(费用说明表)要求向附件A列出的相关账户通过支票或转账方式支付受理费的确认。

4. 仲裁通知也可以包括：

- (a) 申请人根据本规则第七条的规定就独任仲裁员的任命提出的建议；
 - (b) 本规则第十八条项下的仲裁申请书。
5. 如果仲裁通知内容不完整，或者申请人没有按照要求的数量提交仲裁通知副本或附件，或者未交纳受理费，秘书处可以要求申请人在适当的期间内就该等瑕疵加以补正。如果仲裁通知并未以英语、德语、法语或意大利语提交，秘书处可在同一期间内要求申请人提供仲裁通知的翻译文本。如果申请人在规定的期限内满足了该等要求，仲裁通知应被视为在秘书处收到最初的仲裁通知之日被有效提交。
6. 秘书处应毫不迟延地将仲裁通知副本及证据提供给被申请人。
7. 被申请人应在收到仲裁通知的三十日内向秘书处提交对仲裁通知的回复。应依其他当事人的数目提交相应份数的对仲裁通知的回复，并应同时另行向每位仲裁员及秘书处各提交一份对仲裁通知的回复的副本。对仲裁通知的回复应尽可能地包括：
- (a) 被申请人及其代理人的姓名(名称)、地址、电话和传真号码及电子邮件地址；
 - (b) 认为依本规则组建之仲裁庭不具有管辖权的任何抗辩；
 - (c) 被申请人对仲裁通知中根据本规则第三条之第三款(e)项的规定所述事项的意见；
 - (d) 被申请人对仲裁通知中根据本规则第三条之第三款(f)项的规定所要求的救济或赔偿的答辩；
 - (e) 被申请人根据本规则第三条之第三款(g)项的规定对仲裁员人数(即，一名或三名)、仲裁语言和仲裁地的建议；
 - (f) 被申请人对一名或多名仲裁员的指定，如果各方当事人协议如此。

8. 对仲裁通知的回复也可以包括：

- (a) 被申请人根据本规则第七条的规定就独任仲裁员的指定提出的建议；
 - (b) 本规则第十九条项下的答辩书。
9. 第三条第五款和第六款类推适用于对仲裁通知的回复。
10. 任何反请求或抵销抗辩原则上须随对仲裁通知的回复提出。规则第三条第三款的规定同样适用于反请求或抵销抗辩。
11. 如果被申请人未随对仲裁通知的回复提出反请求及抵销抗辩，或者虽已提出但并未说明反请求及抵销抗辩的金额，仲裁委可以仅依照仲裁通知决定是否可能适用本规则第四十二条第二款(简易程序)。
12. 如果被申请人不提交对仲裁通知的回复，或提出案件不应该按照本规则进行管理的抗辩，那么仲裁委应该管理案件，除非当事人之间确实没有适用本规则的协议。

合并仲裁和追加当事人

第四条

1. 正在依照本规则进行其他仲裁程序的当事人之间又有仲裁通知提出，仲裁委经过与当事人及任何已经确认的仲裁员协商后，可以决定将新的仲裁案件合并到正在进行的仲裁程序中。提出新的仲裁通知的当事人与正在进行的仲裁程序的当事人不完全一致时，仲裁委依然可以作出类似决定。在作出决定之时，仲裁委须综合考虑所有相关情形，包括仲裁案件之间的联系及现有的仲裁程序已经取得的进展。在仲裁委决定将新的仲裁案件合并到现有的仲裁程序进行审理时，所有程序的当事人被视为放弃指定仲裁员的权利，仲裁委可以撤销对仲裁员的任命和确认，并适用第二部分(仲裁庭组成)的条款。
2. 当一个或多个第三方请求加入依据本规则正在进行的仲裁程序，或者依据本规则正在进行仲裁的当事人请求追加一个或多个第三方仲裁时，仲裁庭应在与所有各方当事人协商，包括将要合并加入的一方或多方，并且综合考虑所有其认为有关的与适当的情形后，对该等请求作出决定。

第二部分 仲裁庭组成

仲裁员的确认

第五条

1. 当事人或仲裁员们对仲裁员的指定,须由仲裁委加以确认后¹方可生效。仲裁委无义务说明某一仲裁员人选没有得到确认的理由。
2. 如果某一仲裁员人选没有得到确认,仲裁委可以:
 - (a) 要求当事人一方或有关方、或者根据当时的情况要求有关仲裁员在合理的期限内作出新的指定;或者
 - (b) 在特殊情况下直接进行任命。
3. 如果依据本规则仲裁庭组建失败,则仲裁委应全权处理该问题,可以撤销已经作出的任命,另行任命或重新任命仲裁员,并可指定其中一位担任首席仲裁员。
4. 如果仲裁庭组成前当事人达成了和解,或由于其他原因仲裁程序的继续进行不再有必要或变得不可能,那么秘书处应该预先通知当事人仲裁委将终止仲裁程序。任何一方可以要求仲裁委依据本规则组建仲裁庭,以便仲裁庭能够就当事人未能达成一致的费用作出决定和分配。
5. 一旦受理费或临时预存费用按照附件B(费用说明表)被支付并且所有的仲裁员都已经确认,秘书处应该不迟延地将案卷移交仲裁庭。

仲裁员的人数

第六条

1. 如果当事人并未就仲裁员的人数达成协议,仲裁委应在考虑所有相关情形后,决定应该把案件交由独任仲裁员还是交由三人仲裁庭进行审理。
2. 通常而言,仲裁委应将有关案件交由独任仲裁员审理,除非案件争议事项的复杂性和/或案件争议金额使得将案件交由三人仲裁庭审理更合适。
3. 如果仲裁协议规定应组成多人仲裁庭,但是考虑到争议金额或其他情形这种安排并不适当,仲裁委应征求当事人意见将该争议交由独任仲裁员审理。

4. 在争议金额不超过 CHF 1'000'000 (一百万瑞士法郎)时,应适用本规则第四十二条之第二款的规定(简易程序)。

独任仲裁员的任命

第七条

1. 如果各方当事人同意将纠纷交由独任仲裁员审理,则当事人应在被申请人收到仲裁通知之日起三十日内共同指定独任仲裁员,除非当事人在协议里另有约定。
2. 如果各方当事人并未就仲裁员人数达成协议,则当事人应在收到仲裁委将争议交由独任仲裁员审理的决定之日起三十日内共同指定独任仲裁员。
3. 如果当事人未能在规定的期限内指定独任仲裁员,仲裁委应自行任命。

双方或多方当事人仲裁程序中仲裁员的任命

第八条

1. 如果双方当事人间的争议将交由三人仲裁庭仲裁,双方应各指定一名仲裁员,除非双方另有约定。
2. 如果一方当事人没有按照仲裁委设定的或仲裁协议约定的期限指定仲裁员,仲裁委应任命仲裁员。除非当事人在协议里另有约定,在第二名仲裁员获得确认之日起三十日内,已获任命的两名仲裁员应指定第三名仲裁员,且该仲裁员担任仲裁庭的首席仲裁员。如果没有作出该等指定,应由仲裁委任命首席仲裁员。
3. 在多方当事人的仲裁程序中,仲裁庭的组建须按当事人的协议进行。
4. 在多方当事人的仲裁程序中,如果当事人对仲裁庭的组建程序未达成协议,仲裁委应为申请人或全体申请人设定初始三十日的期限作为指定一名仲裁员的期限,并应²为被申请人或全体被申请人设定后续三十日的期限作为指定一名仲裁员的期限。如果一方当事人全体或各方当事人全体已经各自指定了仲裁员,应参照本规则第八条之第二款的规定指定首席仲裁员。

5. 在多方当事人的仲裁程序中,如果一方当事人或各方当事人全体没有指定仲裁员,仲裁委可以任命全部仲裁员并确定首席仲裁员。

仲裁员的独立和仲裁员的回避

第九条

1. 任何依照本规则进行仲裁审理的仲裁员均应始终保持公正并独立于当事人。
2. 仲裁员候选人在一方当事人为指定仲裁员而与其进行接触时,应向对方披露可能对该仲裁员候选人的公正和独立产生合理怀疑的任何情形。一旦一名仲裁员被指定或任命,该仲裁员应向各方当事人披露该等情形,除非当事人已被告知。

第十条

1. 任何仲裁员都可被申请回避,只要存在能对该仲裁员公正或独立产生合理怀疑的情形。
2. 对于自己指定的仲裁员,一方当事人只能基于其在该名仲裁员获得任命后才获悉回避的理由,申请该仲裁员回避。

第十一条

1. 申请仲裁员回避的一方当事人应在其知晓回避情形之日起的15日内向秘书处递交回避申请。
2. 如果回避申请提出之日起15日内,未能被所有当事人同意,或被申请回避的仲裁员拒绝回避,仲裁委应对回避请求作出决定。
3. 仲裁委的决定为终局决定。仲裁委并无义务说明决定的理由。

仲裁员的免职

第十二条

1. 如果仲裁员不顾其他仲裁员或仲裁委的书面警告而没能履行其职责,仲裁委可以撤销对该仲裁员的任命。
2. 该仲裁员应有机会向仲裁委阐明其立场。仲裁委的决定为终局决定,且并无义务说明决定的理由。

仲裁员的替换

第十三条

1. 除第十三条第二款之规定外,在仲裁员需要被替换的情况下,替换的仲裁员应按照第七条、第八条规定的程序在仲裁委设定的时间内被指定或任命。本规定同样适用于一方当事人或仲裁员们在初始任命期内无法作出指定或任命的情形。
2. 特殊情况下,在与当事人和其他仲裁员进行协商之后,仲裁委可以:
 - (a) 直接任命替换的仲裁员;或
 - (b) 在程序终结后,授权其余仲裁员进行仲裁并作出决定或仲裁裁决。

第十四条

仲裁员被替换的,仲裁程序通常而言应从被替换仲裁员停止履行职责时的阶段继续进行,除非仲裁庭另有决定。

第三部分 仲裁程序

总则

第十五条

1. 在遵守本规则的前提下,仲裁庭可以按照其认为合理的方式进行仲裁审理,但条件是仲裁庭应该保证各方当事人受到平等的对待并保证各方当事人陈述其主张的权利。
2. 在仲裁程序进行的任何阶段,仲裁庭可以安排听取证人(包括专家证人)的证言陈述,或听取口头辩论。经与各方当事人协商后,仲裁庭也可以决定根据文件以及其他材料进行审理。
3. 在仲裁程序的开始阶段,经与各方当事人协商后,仲裁庭应准备一个仲裁程序的暂行时间表。该时间表应提供给各方当事人及秘书处以供参考。
4. 当事人一方提交给仲裁庭的所有文件和信息均应在同时由该当事人提供给其他当事人。
5. 经与各方当事人协商,仲裁庭可以任命一名秘书。本规则第九条至第十一条的规定应适用于该秘书。
6. 各方当事人可以选定其他人来代理或协助他(们)。
7. 仲裁程序的所有参与者都应该遵守诚信原则,尽最大努力避免不必要的费用和延误,确保仲裁可以高效地进行。当事人应保证不迟延地履行仲裁庭或紧急仲裁员作出的任何裁决或命令。
8. 如果当事人同意,仲裁庭可以采取措​​施,进行调解。一方当事人若同意调解,则视为其放弃基于仲裁员参与调解和采取调解措施时获知信息影响公正而申请仲裁员回避的权利。

仲裁地

第十六条

1. 如果各方当事人并未确定仲裁地,或者,如果仲裁地的指定不清楚或不完整,仲裁委应该在综合考虑所有相关情形后确定仲裁地,或应该要求仲裁庭确定仲裁地。

2. 在不影响确定仲裁地的前提下,仲裁庭可以决定进行仲裁审理的地点。尤其在考虑仲裁的具体情形后,仲裁庭可以选择自己认为合适的任何地点听取证人证言及举行仲裁庭内部会议。
3. 仲裁庭可以在自己认为合理的任何地点查验货物、其他财产或文件。各方当事人应得到充分的通知以出席该等查验活动。
4. 仲裁裁决应被视为在仲裁地作出。

语言

第十七条

1. 在符合各方当事人协议的前提下,仲裁庭应在成立后立即决定在仲裁程序中使用的一种或几种语言。该决定适用于仲裁申请书、答辩书、任何进一步书面陈述及任何开庭审理。
2. 若仲裁申请书或答辩书中所附的任何文件,以及在仲裁程序中提交的任何补充文件或出示的证据不是以当事人间协议约定的或仲裁庭确定的语言提交的,仲裁庭可以命令附随提交当事人协议约定的或仲裁庭确定的一种或几种语言的翻译文本。

仲裁申请书

第十八条

1. 除非仲裁申请书为仲裁通知所涵盖,在仲裁庭确定的期间内,申请人应将其书面的仲裁申请书送达被申请人及每位仲裁员。仲裁申请书须附有合同副本;若合同中不包含仲裁条款,则须在仲裁申请书中附有仲裁协议。
2. 仲裁申请书应包括:
 - (a) 各方当事人的姓名(名称)、地址;
 - (b) 对支持其请求的事实的描述;
 - (c) 争议要点;
 - (d) 要求的救济或赔偿。

3. 通常而言, 申请人应在其仲裁申请书中附上所有文件和其依据的其他证据。

答辩书

第十九条

1. 除非答辩书为对仲裁通知的回复所涵盖, 在仲裁庭确定的期间内, 被申请人应将其书面的答辩书送达申请人及每位仲裁员。
2. 答辩书应对仲裁申请书中第十八条第二款(b)至(d)项下的事项作出答辩。如果被申请人对仲裁庭的管辖权或组建提出异议, 在答辩书中应载明该等异议的事实及法律根据。通常而言, 被申请人应在其答辩书中附上支持其答辩的所有文件和其依据的其他证据。
3. 本规则第十八条第二款中(b)至(d)项的规定也应适用于反请求及以抵销为目的而提出的请求。

对请求和答辩的修改

第二十条

1. 在仲裁程序过程当中, 任何一方当事人均可修改或补充其请求或答辩, 除非仲裁庭考虑到该等修改的迟延情况、或作出该等修改会对另一方当事人不公平, 或存在任何其他情况, 认为不宜同意作出该等修改。但是, 若修改后的请求超出了仲裁条款或单独的仲裁协议所涵盖的范围, 则该等请求不可被修改。
2. 如果一方当事人修改或补充其请求、反请求或答辩, 仲裁庭可以对仲裁费用作出调整。

对仲裁庭管辖权的异议

第二十一条

1. 仲裁庭有权对任何针对其管辖权的异议作出裁定, 该等异议也包括对仲裁条款或单独仲裁协议的存在或效力提出的异议。

2. 仲裁庭有权对包含仲裁条款之合同的存在或效力作出决定。就本规则第二十一条而言, 规定仲裁采用本规则并构成该合同组成部分的仲裁条款应被视为独立于合同其他条款的一项协议。仲裁庭作出该合同无效的决定并不使仲裁条款当然归于无效。
3. 通常而言, 对仲裁庭管辖权的异议应在对仲裁通知的回复中提起, 无论如何最迟应该在本规则第十九条规定的答辩书中提起; 或者, 如果存在反请求, 最迟应该在反请求的答辩中提出。
4. 通常而言, 仲裁庭应该对任何针对其管辖权的异议作为先决问题作出裁定。但仲裁庭也可以继续进行仲裁程序, 在对争议实体的裁决中对此作出裁定。
5. 仲裁庭对抵销抗辩拥有管辖权, 即使所称的该等抗辩赖以产生的法律关系不在仲裁协议条款涵盖的范围内, 或属于另外一个仲裁协议或法院选择条款的涵盖范围。

进一步书面陈述

第二十二条

除仲裁申请书和答辩书之外, 仲裁庭应当决定须要由当事人提交的进一步书面陈述, 或可以由当事人提交的进一步书面陈述, 并应当就该等进一步书面陈述的提交设定期间。

期间

第二十三条

仲裁庭确定的提交书面陈述(包括仲裁申请书和答辩书)的期间不得超过四十五日。但是仲裁庭可以延长该等期限, 如果仲裁庭认为该等延期是适当的。

证据及庭审

第二十四条

1. 各方当事人均有义务证明其依据的事实以支持其提出的请求或答辩。

2. 仲裁庭应决定所提交证据的可采性、关联性、重要性和证明力。
3. 在仲裁程序进行的任何时候，仲裁庭都可以要求当事人在仲裁庭确定的期间内提交文件、出示的证据或其他证据。

第二十五条

1. 采用开庭审理的，仲裁庭应提前足够的时间通知各方当事人开庭日期、时间和地点。
2. 任何人均可担任证人或专家证人。任何一方当事人及其管理人员、雇员、法律顾问或律师对证人、潜在证人或专家证人进行询问并无不妥。
3. 庭审前，在仲裁庭规定的时间内，证人和专家证人提供的证据可以其签署的书面陈述或书面报告的形式予以出示。
4. 在庭审中，证人或专家证人可以在仲裁庭规定的方式下被询问和质询。仲裁庭可以指示证人或专家证人通过无须亲自到庭的方式(例如电视会议)接受质询。
5. 如果仲裁庭根据案件具体情况认为有必要，或者当事人协商一致，仲裁庭应安排庭审中口头陈述的翻译以及庭审笔录的记录。
6. 除非当事人另有协议，庭审不公开进行。仲裁庭可以要求证人或专家证人在其他证人或专家证人作证时退出庭审。

临时保护措施

第二十六条

1. 应一方当事人的申请，仲裁庭可以准予任何其认为必要或适当的临时措施。应一方当事人申请，或者特殊情况下经仲裁庭事先通知各方当事人，仲裁庭可以主动更改、中止或终止已经准予的临时措施决定。
2. 该等临时措施可以临时裁决的形式作出。仲裁庭有权要求当事人提供适当的担保。

3. 特殊情况下，仲裁庭可以在临时措施请求尚未通知任何其他当事人时以初步命令做出临时措施决定，但该等临时措施申请至晚得与初步命令同时送达其他当事人，且其他当事人应立即得到陈述意见的机会。
4. 仲裁庭可以对任何由于不合理的临时措施或者初步命令而引起的损害赔偿请求作出裁决。
5. 当事人根据本规则提起仲裁并不视为其放弃任何根据法律向司法机构提出临时措施请求的权利。任何一方当事人向司法机构提出临时措施的请求并不能视为对仲裁协议的违背或放弃。
6. 仲裁庭拥有在临时裁决或最终裁决中对申请临时措施涉及的费用作出分配的裁量权。

仲裁庭任命的专家

第二十七条

1. 仲裁庭经与各方当事人协商，可以任命一名或多名专家就其将要决定的具体事项作出书面报告。仲裁庭应将其制作的一份专家工作提纲传送至各方当事人。
2. 各方当事人均应向该等专家提供任何相关信息，或出示专家可能要求其出示的任何相关文件或物件以供专家查验。当事人与该等专家就专家所要求的信息、文件或货物的关联性而产生的任何争议均应提交仲裁庭决定。
3. 收到专家报告后，仲裁庭应将报告的副本传送至各方当事人，并且应该给予当事人对报告提出书面意见的机会。当事人有权查验专家出具报告所依据的任何文件。
4. 在出具报告后，应任一方当事人的要求，专家可以出庭陈述，当事人应有机会出庭并对专家进行质询。在该庭审中当事人可以申请专家证人对争议要点提供证言。本规则第二十五条之规定应适用于该等庭审程序。
5. 本规则第九条至第十一条之规定应参照适用于仲裁庭任命的任何专家。

缺席 第二十八条

1. 如果在仲裁庭设定的期间内，申请人未能将其仲裁请求告知仲裁庭，并且没有对此提供充分的理由，仲裁庭应作出决定终止仲裁程序。如果在仲裁庭设定的期间内，被申请人未能将其答辩书发送给仲裁庭，并且没有对此提供充分的理由，仲裁庭应决定继续仲裁程序。
2. 如果在得到符合本规则规定的适当通知后，一方当事人未能出席庭审，并且没有对此提供充分的理由，仲裁庭可继续仲裁程序。
3. 如果负有出示文件和其他证据义务的一方当事人未能在仲裁庭设定的期间内出示该等文件和/或证据，并且没有对此提供充分的理由，仲裁庭可依其已有证据作出裁决。

仲裁程序终结 第二十九条

1. 如果当事人有合理的机会在即将作出裁决的事件中表达自己的立场，则仲裁庭可以宣布终结就该事项的仲裁程序。
2. 仲裁庭可以在其认为由于特殊情形而有必要的时候，主动或应一方当事人的请求在作出裁决前的任何时候重新启动因第二十九条第一款而终结的仲裁程序。

弃权 第三十条

一方当事人知悉本规则项下或任何其他适用的程序规则下的任何规定或要求未被遵守但仍继续进行仲裁程序，却没有对该等不符及时提出其异议，应被视为放弃其提出异议的权利。

第四部分 裁决

决定 第三十一条

1. 仲裁庭由多名仲裁员组成的，仲裁庭的任何裁决或其他决定应依多数仲裁员的意见作出。如果不能形成多数意见，裁决应按首席仲裁员一人的意见作出。
2. 经仲裁庭授权，首席仲裁员可就程序问题作出决定，该等决定可由仲裁庭作出的修正所变更。

裁决的形式及效力 第三十二条

1. 在作出最终裁决之外，仲裁庭可以作出临时裁决、中间裁决或部分裁决。如果适当，仲裁庭可在非最终的裁决中对费用作出裁决。
2. 裁决应以书面形式作出，并且应为终局的并对各方当事人均具有约束力。
3. 仲裁庭应说明裁决所依据的理由，除非各方当事人同意不说明理由。
4. 裁决应由所有仲裁员签署并注明作出裁决的日期和仲裁地。仲裁庭由多名仲裁员组成但其中任何一名仲裁员没有签署的，裁决中应说明其没有签署的理由。
5. 裁决的公布适用于本规则第四十四条。
6. 经仲裁员签名的裁决原件应由仲裁庭传送至各方当事人及秘书处。秘书处应保留裁决副本一份。

适用法律、友好公断人 第三十三条

1. 仲裁庭应根据各当事人约定的法律裁决案件。如当事人并未作出法律选择，应适用与纠纷有最密切联系的法律。

2. 只有得到当事人明示的授权，仲裁庭才可以根据公平的原则（作为友好公断人或依公允善良的原则）作出裁决。
3. 在任何情况下，仲裁庭均应根据合同约定并应考虑交易所适用的商业惯例作出裁决。

因和解或其他原因终止仲裁 第三十四条

1. 如果在裁决作出之前，各方当事人针对纠纷达成和解，仲裁庭应作出决定终止仲裁程序，或者，若各方当事人均提出请求并且仲裁庭接受该请求，仲裁庭可以以仲裁裁决的形式按照当事人协商同意的内容记录该等和解。仲裁庭没有义务为该等裁决说明理由。
2. 如果在裁决作出之前，因为第三十四条第一款没有列明的任何原因而使得继续仲裁程序成为不必要或不可能时，仲裁庭应提前通知各方当事人其将决定终止仲裁程序。除非当事人提出正当的理由反对，仲裁庭应有权作出该等决定。
3. 经仲裁员签名的终止仲裁程序之决定或按照当事人和解内容所作的裁决文本应由仲裁庭发送给各方当事人及秘书处。依当事人和解内容所作的裁决应适用本规则第三十二条第二款及第四款到第六款的规定。

裁决的解释 第三十五条

1. 在收到裁决后的三十日内，一方当事人经通知秘书处和其他当事人后，可请求仲裁庭对裁决予以解释。仲裁庭可以设定通常不超过三十日的期限以便其他当事人对此请求发表意见。
2. 解释须在收到请求后的四十五日之内以书面形式作出。仲裁委也可以延长该期限。该解释构成裁决的组成部分并应适用本规则第三十二条第二款至第六款的规定。

裁决的更正 第三十六条

1. 在收到裁决之后的三十日内，一方当事人经通知秘书处和其他当事人后，可请求仲裁庭对裁决中计算错误、笔误或排印错误及其他类似错误予以更正。仲裁庭可以设定通常不超过三十日的期限以便其他当事人对此请求发表意见。
2. 仲裁庭可以在传送裁决后的三十日内自己决定作出该等更正。
3. 该等更正应以书面方式作出并应适用本规则第三十二条第二款至第六款的规定。

补充裁决 第三十七条

1. 在收到裁决之后的三十日内，一方当事人经通知秘书处和其他当事人后，可请求仲裁庭对仲裁程序中提起而被裁决遗漏的请求作出补充裁决。仲裁庭可以设定通常不超过三十日的期限以便其他当事人对此请求发表意见。
2. 如果仲裁庭认为补充裁决的请求正当并认为该等遗漏的情形可以纠正且不须进一步庭审或提交新的证据，仲裁庭应在收到该等请求后的六十日内对裁决进行补充。仲裁委可以延长该期限。
3. 补充裁决的作出应适用本规则第三十二条第二款至第六款的规定。

费用 第三十八条

仲裁裁决应确定仲裁费用。该术语“费用”仅包括：

- (a) 仲裁庭收费。该收费应分列于每位仲裁员和秘书名下并由仲裁庭根据本规则第三十九条和第四十条第三至第五款的规定自行确定；
- (b) 仲裁庭和秘书因仲裁而产生的差旅费及其他开支；

- (c) 仲裁庭要求的专家建议及其他协助的费用；
- (d) 证人在仲裁庭批准范围内的差旅费和其他开支；
- (e) 仲裁程序进行中提出请求的法律代理与法律协助费用，但该等费用数额应限于仲裁庭确认为合理的数额范围之内；
- (f) 以附件B(费用说明表)为基础的受理费以及管理费用；
- (g) 根据第四十三条第九款确定受理费，紧急仲裁员收费、开支和其所需要的专家建议和其他协助的费用。

第三十九条

1. 仲裁庭的收费和开支在数额上应该是合理的，须要考虑争议金额大小、仲裁案件标的复杂程度、所花费的时间以及案件的其他相关情形，包括因和解而引起的仲裁程序终止。仲裁程序终止的，仲裁庭收费可少于附件B(费用说明表)确定的最低数额。
2. 仲裁庭的收费和开支应依照附件B(费用说明表)确定。
3. 仲裁庭应确定其成员间收费的分配。通常而言，考虑到每位仲裁员所花费的时间和精力，首席仲裁员应取得全部收费的40%到50%，而其他仲裁员每位应取得全部收费的25%到30%。

第四十条

1. 除非第四十条第二款另有规定，原则上，仲裁费用应由败诉方承担。但是，如果仲裁庭考虑到案件的具体情况认为费用按比例分担合理，仲裁庭可以决定各方当事人依比例分担各项费用。
2. 就本规则第三十八条(e)项下的法律代理与法律协助费用，仲裁庭应自行决定应由哪一方当事人承担该等费用；或者，如果仲裁庭认为按比例分担该等费用合理，仲裁庭可裁决各方当事人按比例分担该等费用。

3. 仲裁庭决定终止仲裁程序或作出以当事人和解内容为依据的裁决的，应在该等决定或裁决正文中确定本规则第三十八条和第三十九条提到的仲裁费用。
4. 在作出裁决、仲裁终止决定或对基于第三十五至第三十七条所提请求而作出决定之前，仲裁庭应将裁决草案提交秘书处征求仲裁委同意或者调整其根据第三十八条(a)至(c)项，(f)项以及第三十九条作出的费用决定。任何该等同意或调整对于仲裁庭都有约束力。
5. 仲裁庭不得因按照本规则第三十五条至第三十七条的规定进行其裁决的解释、更正和补充而额外收取费用，除非有合理情况。

费用的预存

第四十一条

1. 仲裁庭一旦组建，应在与仲裁委商议之后，要求各方当事人按同等数额预先交存本规则第三十八条(a)至(c)规定的费用以及第三十八条(f)项规定的管理费用。任何一方根据附件B(费用说明表)支付的临时预存费用都视为预存费用的一部分。仲裁庭应向秘书处提供一份该等要求之副本。
2. 被申请人提出反请求或具有其他适当情形的，仲裁庭可以自行确定另外的预存费用。
3. 在仲裁程序进行当中仲裁庭在与仲裁委商议后可以要求当事人追加预存费用。仲裁庭应向秘书处提供一份该等要求之副本。
4. 若当事人在收到预存费用的要求后十五日内没有足额缴付费用，仲裁庭应就此通知各方当事人以便其中之一或更多当事人可以交纳所要求的预存费用。若该等费用仍然没有得到缴付的，仲裁庭可决定中止或终止仲裁程序。
5. 在最终裁决中，仲裁庭应向当事人提供预存费用的账目。任何未被使用的余额应退还给当事人。

第五部分 其他条款

简易程序 第四十二条

1. 如果各方当事人同意,或者如果本规则第四十二条第二款适用,仲裁程序应按照简易程序进行。该简易程序适用于本规则前述条款的规定,但可以有以下修正:
 - (a) 案卷只有在根据附件B(费用说明表)第1.4条要求的临时预存费用支付之后才会被移交给仲裁庭;
 - (b) 在提交对仲裁通知的回复后,当事人通常而言有权提交一份仲裁申请书,一份答辩书(及反请求)及在情形适用时一份对反请求的答辩书;
 - (c) 除非各方当事人同意仅在书面证据的基础上对争议作出裁决,仲裁庭应举行一次庭审以进行口头辩论并质证证人证言及专家证人证言;
 - (d) 裁决应在秘书处向仲裁庭移交案卷之日起的六个月内作出。在特殊情形下,仲裁委可以延长该期限;
 - (e) 仲裁庭应在裁决中简要说明其裁决理由,除非各方当事人同意不必说明理由。
2. 除非仲裁委根据所有相关情形另行决定,下列条款适用于包括请求和反请求(或任何抵销抗辩)在内争议金额总计不超过 CHF 1'000'000 (一百万瑞士法郎)的所有案件:
 - (a) 仲裁程序应按照本规则第四十二条第一款的规定以简易程序进行;
 - (b) 除非仲裁协议规定须提交多人仲裁庭审理,案件应提交独任仲裁员审理;
 - (c) 如果仲裁协议约定了多人仲裁庭方式,秘书处应建议各方当事人同意将案件提交独任仲裁员审理。如果当事人不同意将案件提交独任仲裁员审理,仲裁员的收费应按照附件B(费用说明表)的规定予以确定,但任何情况下都不得低于根据附件B第2.8条规定的小时费率而确定的收费。

紧急救济 第四十三条

1. 除非当事人另有约定,在仲裁庭组成之前,如果一方当事人根据第二十六条需要紧急救济措施,则可以向秘书处申请紧急救济程序(以下称“申请”)。除第三条第三款(b)至(e)以外,申请还需包括:
 - (a) 对所寻求救济措施的陈述和理由,特别地还要陈述构成紧急情况的理由;
 - (b) 对仲裁语言、仲裁地以及适用法律的意见;
 - (c) 对向附件A列出的账户通过支票或转账方式支付受理费及附件B(费用说明表)第1.6条所要求的紧急救济程序的预存费用的确认。
2. 在接到申请、受理费和紧急救济程序的预存费用后,仲裁委应该立即指定独任紧急仲裁员并移交案卷,除非:
 - (a) 当事人之间明显没有达成在本规则下进行仲裁的仲裁协议;或
 - (b) 当事人在申请中表示选择组建仲裁庭,且仲裁庭审理申请似乎更为合适。
3. 如果当事人在提交仲裁通知之前提出紧急救济申请,且在申请后的十日内未提交仲裁通知,则仲裁委应该终止紧急救济程序。特殊情况下仲裁委可以延长该期限。
4. 本规则第九至第十二条同样适用于紧急仲裁员,但第十一条第一款和第十一条第二款规定的回避期限除外。对紧急仲裁员的回避期限缩短为三日。
5. 如果当事人没有决定好仲裁地,或者对仲裁地的选择不明确或不完整,则仲裁委可以在不违背第十六条第一款关于仲裁地规定的前提下决定紧急救济程序的仲裁地。
6. 紧急仲裁员可以以自己认为合适的方式对紧急救济程序进行处理,考虑该程序的内在紧急性并确保任何一方当事人都有合理的机会针对申请作出陈述。

7. 对申请的裁决应在秘书处将案卷移交给紧急仲裁员起的十五日内作出。如果当事人之间达成相关协议,或者在合理的情形下仲裁委作出相关决定,该期间可以被延长。对申请的裁决甚至可以在案卷移交给仲裁庭的同时作出。
8. 紧急仲裁员作出的裁决效力等同于依据本规则第二十六条作出的裁决。经紧急仲裁员同意的措施可以被紧急仲裁员本身进行修改、中止或终止,或者当案卷移交给仲裁庭后,由仲裁庭做出该等决定。
9. 对申请的决定应该包括依据第三十八条(g)款对费用的确定。在针对申请作出决定之前,紧急仲裁员应向秘书处提交决定的草案以征求仲裁委关于费用确认的同意或修正。该等费用应该从紧急程序预存费用中支付。根据第三十八条(d)和(e)产生的费用以及费用在当事人间的分摊由仲裁庭决定。如果未能组建仲裁庭,根据第三十八条(d)和(e)产生的费用以及费用在当事人间的分摊由紧急仲裁员以单独的裁决方式决定。
10. 任何由紧急仲裁员授权采取的紧急措施在紧急程序根据第四十三条第三款终止之后,或仲裁程序终止之后,或最终仲裁裁决做出之后停止,除非仲裁庭在最终仲裁裁决中明确做出另外规定。
11. 除非当事人另有约定,紧急仲裁员不得在其参与过的、与争议有关的仲裁程序中担任仲裁员。

保密条款 第四十四条

1. 除非当事各方以书面方式另有明确的相反表示,作为一项基本原则,当事人有义务对仲裁程序范围内尚未进入公众领域的所有对方当事人提交的材料、所有的裁决和命令进行保密,除非一方当事人为保护或实现自己的合法权利或者为执行或撤销裁决而在司法机关进行的法律程序中负有披露的法定义务,并且该等披露应限于法定的披露义务的范围之内。本义务也适用于仲裁员、仲裁庭任命的专家,仲裁庭秘书、Swiss Chambers' Arbitration Institution (瑞士商会仲裁院)理事会成员、仲裁委和秘书处成员以及各商会的员工。
2. 仲裁庭的合议应保密。

3. 裁决或命令可以全部公开、节录性公开或者摘要性公开,但需满足下列条件:
 - (a) 向秘书处提交公开请求;
 - (b) 涉及当事人姓名(名称)的地方均已删除;并且
 - (c) 在秘书处为此目的而设定的异议期限内没有当事人对该等公开提出异议。

责任排除 第四十五条

1. Swiss Chambers' Arbitration Institution (瑞士商会仲裁院)理事会成员、仲裁委成员、秘书处、各商会及其员工、仲裁员、仲裁庭任命的专家或仲裁庭秘书均不应就按照本规则进行仲裁有关的任何行为或疏忽承担责任,除非该等行为或疏忽被证明构成故意或重大过失。
2. 在裁决或终止决定作出并且按照本规则第三十五条至第三十七条的规定进行修改、解释及补充的权利已过期或已经全部行使后,Swiss Chambers' Arbitration Institution (瑞士商会仲裁院)理事会成员、仲裁委和秘书处成员、各商会及其员工、仲裁员、仲裁庭任命的专家或仲裁庭秘书均无义务就与仲裁有关的任何事宜向任何人做出说明。任何一方当事人都没有权利在因仲裁而发生的任何法律程序或其他程序中要求上述任何人员作证。

瑞士国际仲裁规则之 附件A 仲裁委秘书处办公地址

For updated information on our bank account details please visit our website (www.swissarbitration.org) on the following page:
<https://www.swissarbitration.org/arbitration/initiating-arbitration>.

All payments must be made in Swiss Francs (CHF) and received net of any banking fees.

Addresses of the Secretariat of the Arbitration Court

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Basel Chamber of Commerce
St. Jakobs-Strasse 25 - P.O. Box
CH-4010 **Basel**
Phone: +41 61 270 60 50
Fax: +41 61 270 60 05
E-mail: basel@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Chamber of Commerce and Industry of Bern
Kramgasse 2 - P.O. Box 5464
CH-3001 **Bern**
Phone: +41 31 388 87 87
Fax: +41 31 388 87 88
E-mail: bern@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Geneva Chamber of Commerce, Industry and Services
4, boulevard du Théâtre - P.O. Box 5039
CH-1211 **Geneva 11**
Phone: +41 22 819 91 57
Fax: +41 22 819 91 36
E-mail: geneva@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Neuchâtel Chamber of Commerce and Industry
4, rue de la Serre - P.O. Box 2012
CH-2001 **Neuchâtel**
Phone: +41 32 727 24 27
Fax: +41 32 727 24 28
E-mail: neuchatel@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Chamber of Commerce and Industry of Ticino
16, corso Elvezia - P.O. Box 5399
CH-6901 **Lugano**
Phone: +41 91 911 51 11
Fax: +41 91 911 51 12
E-mail: lugano@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Chamber of Commerce and Industry of Vaud
47, avenue d'Ouchy - P.O. Box 315
CH-1001 **Lausanne**
Phone: +41 21 613 35 31
Fax: +41 21 613 35 05
E-mail: lausanne@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Industrie- und Handelskammer Zentralschweiz
Kapellplatz 2 – P.O. Box 2941
CH-6002 **Lucerne**
Phone: +41 41 410 68 89
Fax: +41 41 410 52 88
E-Mail: lucerne@swissarbitration.org

Swiss Chambers' Arbitration Institution
Secretariat of the Arbitration Court
c/o Zurich Chamber of Commerce
Löwenstrasse 11 - P.O. Box
CH-8021 **Zurich**
Phone: +41 44 217 40 50
Fax: +41 44 217 40 51
E-mail: zurich@swissarbitration.org

瑞士国际仲裁规则之 附件B 费用说明表

(2012年6月1日起生效)

(本附件B中所有金额单位均为瑞士法郎，以下简称“CHF”)

1. 受理费和预存费用

- 1.1 提交仲裁通知时，申请人应按照以下金额支付不可退还的受理费
 - 争议金额不超过 CHF 2'000'000 的，其仲裁受理费为 CHF 4'500；
 - 争议金额在 CHF 2'000'001 与 CHF 10'000'000 之间的，其仲裁受理费为 CHF 6'000；
 - 争议金额超过 CHF 10'000'000 的，其仲裁受理费为 CHF 8'000。
- 1.2 争议金额不能确定的，申请人应支付不可退还的受理费 CHF 6'000。
- 1.3 以上规定也适用于所有反请求。
- 1.4 适用简易程序的，仲裁委应在收到仲裁通知时要求申请人支付 CHF 5'000 的临时预存费用。
- 1.5 申请人没有交纳受理费或临时预存费用的，有关请求与反请求的仲裁程序不会进行。
- 1.6 申请紧急救济程序的申请人应在提交申请的同时支付不可退还的受理费 CHF 4'500，以及 CHF 20'000 的紧急救济程序的预存费用。如果申请没有交纳受理费和预存费用，仲裁委将不会启动紧急救济程序。
- 1.7 如果依据本规则第三十五、三十六或三十七条的规定要求对裁决或补充裁决进行更正或解释，或司法机构将裁决发回仲裁庭进行重审，则仲裁庭可以在事先经仲裁委同意的情况下要求追加预存费用。

2. 收费与管理费用

- 2.1 本规则第三十八条(a)项和(g)项所指的收费涵盖了仲裁庭和紧急仲裁员各自从案卷被移交至最终裁决或终止决定或紧急救济程序决定期间的所有活动。
- 2.2 如果争议金额超出附件B第6条规定的限额，则需要向 Swiss Chambers' Arbitration Institution (瑞士商会仲裁院)支付除受理费以外的管理费用。
- 2.3 通常而言，除紧急救济程序外，仲裁庭的收费和管理费用以附件B第6条之费用表为基础进行计算，同时也考虑第三十九条第一款的标准。仲裁庭的收用、根据第四十一条的预存费用以及管理费用仅在特殊情况下并经仲裁委事先批准方可超过上述费用表列明的额度。
- 2.4 为确定争议金额，请求和反请求应合并计算。该规则也同样适用于抵销抗辩，除非仲裁庭经咨询各方当事人，认定该等抵销抗辩并不引起实质性的额外工作。
- 2.5 利息请求不应计入争议金额。但是，如果请求的利息金额超过请求的本金金额，应只将利息请求计入争议金额。
- 2.6 瑞士法郎之外的其他货币应按秘书处收到仲裁通知之日的适用汇率或秘书处收到新请求、反请求、抵销抗辩或对请求或抗辩的修正当日的适用汇率折算成瑞士法郎。
- 2.7 如果争议金额不能确定，应由仲裁庭在考虑所有相关情形后确定仲裁庭费用及管理费用。
- 2.8 如果当事人不同意按照本规则第四十二条之第二款(简易程序)的规定将案件提交独任仲裁员审理，仲裁员的费用应按照附件B第6条的费用表确定，但其所适用的仲裁员的小时费率不得低于 CHF 350 (三百五十瑞士法郎)。

2 管理费用是除受理费以外的 Swiss Chambers' Arbitration Institution (瑞士商会仲裁院)的案件管理费用，最多不超过 CHF 50'000。在仲裁程序因第三十九条第一款情形终止时，Swiss Chambers' Arbitration Institution (瑞士商会仲裁院)有权自行决定收取部分管理费用或完全不收取管理费用。

2.9 紧急仲裁员的费用在 CHF 2'000 到 CHF 20'000 之间。只有在征得仲裁委事先同意的特定情况下该等费用才会超过 CHF 20'000。

3. 开支

仲裁庭和紧急仲裁员的开支涵盖与仲裁有关的合理支出，例如：差旅费，住宿费，餐费及其他与仲裁程序进行有关的支出。仲裁委应发布关于开支计算的一般指引。³

4. 预存费用管理

4.1 秘书处或经秘书处要求的仲裁庭应将当事人支付的预存费用保存在独立账户中。需明确指出的是，该账户仅用于与仲裁程序相关的事项。

4.2 在仲裁进行过程中，经仲裁委同意，部分预存费用可以不时用于支付仲裁庭成员的预付费用。

5. 税费

支付给仲裁庭或紧急仲裁员的金额不包括任何可能产生的、适用于仲裁庭成员或紧急仲裁员的增值税或其他税费。当事人有义务承担该等税费。该等税费的追讨问题仅仅是仲裁庭成员或紧急仲裁员与当事人之间的事。

³ 指引参见 www.swissarbitration.org.

6. 仲裁员收费和管理费用

6.1 独任仲裁员

争议金额

(单位:瑞士法郎)

管理费用

独任仲裁员

	最低额	最高额
0 – 300'000	4%	12%
300'001 – 600'000	–	12'000 + 超过 300'000 部分的 2%
600'001 – 1'000'000	–	18'000 + 超过 600'000 部分的 1.5%
1'000'001 – 2'000'000	–	24'000 + 超过 1'000'000 部分的 0.6%
2'000'001 – 10'000'000	4'000 + 超过 2'000'000 部分的 0.2%	120'000 + 超过 2'000'000 部分的 1.5%
10'000'001 – 20'000'000	20'000 + 超过 10'000'000 部分的 0.1%	240'000 + 超过 10'000'000 部分的 0.6%
20'000'001 – 50'000'000	30'000 + 超过 20'000'000 部分的 0.05%	300'000 + 超过 20'000'000 部分的 0.2%
50'000'001 – 100'000'000	45'000 + 超过 50'000'000 部分的 0.01%	360'000 + 超过 50'000'000 部分的 0.18%
100'000'001 – 250'000'000	50'000	450'000 + 超过 100'000'000 部分的 0.1%
超过 250'000'000	50'000	600'000 + 超过 250'000'000 部分的 0.06%

6.1 三名仲裁员⁴

争议金额

(单位:瑞士法郎)

管理费用

三人仲裁庭

	最低额	最高额
0 – 300'000	10%	30%
300'001 – 600'000	–	30'000 + 超过 300'000 部分的 5%
600'001 – 1'000'000	–	45'000 + 超过 600'000 部分的 3.75%
1'000'001 – 2'000'000	–	60'000 + 超过 1'000'000 部分的 1.5%
2'000'001 – 10'000'000	4'000 + 超过 2'000'000 部分的 0.2%	210'000 + 超过 1'000'000 部分的 9%
10'000'001 – 20'000'000	20'000 + 超过 10'000'000 部分的 0.1%	300'000 + 超过 2'000'000 部分的 3.75%
20'000'001 – 50'000'000	30'000 + 超过 20'000'000 部分的 0.05%	600'000 + 超过 10'000'000 部分的 1.5%
50'000'001 – 100'000'000	45'000 + 超过 50'000'000 部分的 0.01%	750'000 + 超过 20'000'000 部分的 0.5%
100'000'001 – 250'000'000	50'000	900'000 + 超过 100'000'000 部分的 0.45%
超过 250'000'000	50'000	1'125'000 + 超过 100'000'000 部分的 0.25%

⁴ 多位仲裁员组成的仲裁庭的收费:一名独任仲裁员的收费+每多一名仲裁员增加前项75%的收费,即三人仲裁庭的收费为独任仲裁员收费的250%。