

English version

SWISS RULES OF  
INTERNATIONAL ARBITRATION

**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](http://www.swissarbitration.org)**.

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# 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 Rules<sup>1</sup>. 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.

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<sup>1</sup> The Internal Rules are available on the website [www.swissarbitration.org](http://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](http://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  
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## **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 Costs<sup>2</sup> 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.

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<sup>2</sup> 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 expenses<sup>3</sup>.

### **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.

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<sup>3</sup> The guidelines are available at [www.swissarbitration.org](http://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 Arbitrators<sup>4</sup>

### Amount in dispute Administrative costs Three-member arbitral tribunal

(in Swiss francs)		Minimum	Maximum
0 –	300,000	–	30% of amount
300,001 –	600,000	–	30,000 + 5% of amount over 300,000
600,001 –	1,000,000	–	45,000 + 3.75% of amount over 600,000
1,000,001 –	2,000,000	–	60,000 + 1.5% of amount over 1,000,000
2,000,001 –	10,000,000	4,000 + 0.2% 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	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	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	900,000 + 0.45% of amount over 50,000,000
100,000,001 –	250,000,000	50,000	1,125,000 + 0.25% of amount over 100,000,000
> 250,000,000		50,000	1,500,000 + 0.15% of amount over 250,000,000

<sup>4</sup> 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.