

APPENDIX 3.13

SCC – ARBITRATION RULES OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE

(as from 1 January 2010)

Arbitration Institute of the Stockholm Chamber of Commerce

Article 1 About the SCC

The Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”) is the body responsible for the administration of disputes in accordance with the “SCC Rules”; the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the “Arbitration Rules”) and the Rules for Expedited Arbitrations of the Stockholm Chamber of Commerce (the “Rules for Expedited Arbitrations”), and other procedures or rules agreed upon by the parties. The SCC is composed of a board of directors (the “Board”) and a secretariat (the “Secretariat”). Detailed provisions regarding the organisation of the SCC are set out in Appendix I.

Commencement of proceedings

Article 2 Request for Arbitration

A Request for Arbitration shall include:

- (i) a statement of the names, addresses, telephone and facsimile numbers and e-mail addresses of the parties and their counsel;
- (ii) a summary of the dispute;
- (iii) a preliminary statement of the relief sought by the Claimant;
- (iv) a copy or description of the arbitration agreement or clause under which the dispute is to be settled;
- (v) comments on the number of arbitrators and the seat of arbitration; and
- (vi) if applicable, the name, address, telephone number, facsimile number and e-mail address of the arbitrator appointed by the Claimant.

Article 3 Registration Fee

- (1) Upon filing the Request for Arbitration, the Claimant shall pay a Registration Fee. The amount of the Registration Fee shall be determined in accordance with the Schedule of Costs (Appendix III) in force on the date when the Request for Arbitration is filed.

- (2) If the Registration Fee is not paid upon filing the Request for Arbitration, the Secretariat shall set a time period within which the Claimant shall pay the Registration Fee. If the Registration Fee is not paid within this time period, the Secretariat shall dismiss the Request for Arbitration.

Article 4 Commencement of arbitration

Arbitration is commenced on the date when the SCC receives the Request for Arbitration.

Article 5 Answer

- (1) The Secretariat shall send a copy of the Request for Arbitration and the documents attached thereto to the Respondent. The Secretariat shall set a time period within which the Respondent shall submit an Answer to the SCC. The Answer shall include:
 - (i) any objections concerning the existence, validity or applicability of the arbitration agreement; however, failure to raise any objections shall not preclude the Respondent from subsequently raising such objections at any time up to and including the submission of the Statement of Defence;
 - (ii) an admission or denial of the relief sought in the Request for Arbitration;
 - (iii) a preliminary statement of any counterclaims or set-offs;
 - (iv) comments on the number of arbitrators and the seat of arbitration; and
 - (v) if applicable, the name, address, telephone number, facsimile number and e-mail address of the arbitrator appointed by the Respondent.
- (2) The Secretariat shall send a copy of the Answer to the Claimant. The Claimant shall be given an opportunity to submit comments on the Answer.
- (3) Failure by the Respondent to submit an Answer shall not prevent the arbitration from proceeding.

Article 6 Request for further details

The Board may request further details from either party regarding any of their written submissions to the SCC. If the Claimant fails to comply with a request for further details, the Board may dismiss the case. If the Respondent fails to comply with a request for further details regarding its counterclaim or set-off, the Board may dismiss the counterclaim or set-off. Failure by the Respondent to otherwise comply with a request for further details shall not prevent the arbitration from proceeding.

Article 7 Time periods

The Board may, on application by either party or on its own motion, extend any time period which has been set for a party to comply with a particular direction.

Article 8 Notices

- (1) Any notice or other communication from the Secretariat or the Board shall be delivered to the last known address of the addressee.
- (2) Any notice or other communication shall be delivered by courier or registered mail, facsimile transmission, e-mail or any other means of communication that provides a record of the sending thereof.
- (3) A notice or communication sent in accordance with paragraph (2) shall be deemed to have been received by the addressee on the date it would normally have been received given the chosen means of communication.

Article 9 Decisions by the Board

When necessary the Board shall:

- (i) decide whether the SCC manifestly lacks jurisdiction over the dispute pursuant to Article 10 (i);
- (ii) decide whether to consolidate cases pursuant to Article 11;
- (iii) decide the number of arbitrators pursuant to Article 12;
- (iv) make any appointment of arbitrators pursuant to Article 13;
- (v) decide the seat of arbitration pursuant to Article 20; and
- (vi) determine the Advance on Costs pursuant to Article 45.

Article 10 Dismissal

The Board shall dismiss a case, in whole or in part, if:

- (i) the SCC manifestly lacks jurisdiction over the dispute; or
- (ii) the Advance on Costs is not paid pursuant to Article 45.

Article 11 Consolidation

If arbitration is commenced concerning a legal relationship in respect of which an arbitration between the same parties is already pending under these Rules, the Board may, at the request of a party, decide to consolidate the new claims with the pending proceedings. Such decision may only be made after consulting the parties and the Arbitral Tribunal.

Composition of the Arbitral Tribunal*Article 12 Number of arbitrators*

The parties may agree on the number of arbitrators. Where the parties have not agreed on the number of arbitrators, the Arbitral Tribunal shall consist of three arbitrators, unless the Board, taking into account the complexity of the case, the amount in dispute or other circumstances, decides that the dispute is to be decided by a sole arbitrator.

Article 13 Appointment of arbitrators

- (1) The parties may agree on a different procedure for appointment of the Arbitral Tribunal than as provided under this Article. In such cases, if the Arbitral Tribunal has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, within the time period set by the Board, the appointment shall be made pursuant to paragraphs (2)–(6).
- (2) Where the Arbitral Tribunal is to consist of a sole arbitrator, the parties shall be given 10 days within which to jointly appoint the arbitrator. If the parties fail to make the appointment within this time period, the arbitrator shall be appointed by the Board.
- (3) Where the Arbitral Tribunal is to consist of more than one arbitrator, each party shall appoint an equal number of arbitrators and the Chairperson shall be appointed by the Board. Where a party fails to appoint arbitrator(s) within the stipulated time period, the Board shall make the appointment.
- (4) Where there are multiple Claimants or Respondents and the Arbitral Tribunal is to consist of more than one arbitrator, the multiple Claimants, jointly, and the multiple Respondents, jointly, shall appoint an equal number of arbitrators. If either side fails to make such joint appointment, the Board shall appoint the entire Arbitral Tribunal.
- (5) If the parties are of different nationalities, the sole arbitrator or the Chairperson of the Arbitral Tribunal shall be of a different nationality than the parties, unless the parties have agreed otherwise or unless otherwise deemed appropriate by the Board.
- (6) When appointing arbitrators, the Board shall consider the nature and circumstances of the dispute, the applicable law, the seat and language of the arbitration and the nationality of the parties.

Article 14 Impartiality and independence

- (1) Every arbitrator must be impartial and independent.
- (2) Before being appointed as arbitrator, a person shall disclose any circumstances which may give rise to justifiable doubts as to his/her impartiality or independence. If the person is appointed as arbitrator, he/she shall submit to the Secretariat a signed statement of impartiality and independence disclosing any circumstances which may give rise to justifiable doubts as to that person's impartiality or independence. The Secretariat shall send a copy of the statement of impartiality and independence to the parties and the other arbitrators.

- (3) An arbitrator shall immediately inform the parties and the other arbitrators in writing where any circumstances referred to in paragraph (2) arise during the course of the arbitration.

Article 15 Challenge to arbitrators

- (1) A party may challenge any arbitrator if circumstances exist which give rise to justifiable doubts as to the arbitrator's impartiality or independence or if he/she does not possess qualifications agreed by the parties. A party may challenge an arbitrator whom it has appointed or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment was made.
- (2) A challenge to an arbitrator shall be made by submitting a written statement to the Secretariat setting forth the reasons for the challenge within 15 days from when the circumstances giving rise to the challenge became known to the party. Failure by a party to challenge an arbitrator within the stipulated time period constitutes a waiver of the right to make the challenge.
- (3) The Secretariat shall notify the parties and the arbitrators of the challenge and give them an opportunity to submit comments on the challenge.
- (4) If the other party agrees to the challenge, the arbitrator shall resign. In all other cases, the Board shall make the final decision on the challenge.

Article 16 Release from appointment

- (1) The Board shall release an arbitrator from appointment where:
 - (i) the Board accepts the resignation of an arbitrator;
 - (ii) a challenge to the arbitrator under Article 15 is sustained; or
 - (iii) the arbitrator is otherwise prevented from fulfilling his/her duties or fails to perform his/her functions in an adequate manner.
- (2) Before the Board releases an arbitrator, the Secretariat may give the parties and the arbitrators an opportunity to submit comments.

Article 17 Replacement of arbitrators

- (1) The Board shall appoint a new arbitrator where an arbitrator has been released from his/her appointment pursuant to Article 16, or where an arbitrator has died. If the arbitrator being replaced was appointed by a party, that party shall appoint the new arbitrator, unless otherwise deemed appropriate by the Board.
- (2) Where the Arbitral Tribunal consists of three or more arbitrators, the Board may decide that the remaining arbitrators shall proceed with the arbitration. In

making its decision, the Board shall take into account the stage of the arbitration and other relevant circumstances. Before making such decision, the parties and the arbitrators shall be given an opportunity to submit comments.

- (3) Where an arbitrator has been replaced, the newly composed Arbitral Tribunal shall decide whether and to what extent the proceedings are to be repeated.

The proceedings before the Arbitral Tribunal

Article 18 Referral to the Arbitral Tribunal

When the Arbitral Tribunal has been appointed and the Advance on Costs has been paid, the Secretariat shall refer the case to the Arbitral Tribunal.

Article 19 Conduct of the arbitration

- (1) Subject to these Rules and any agreement between the parties, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate.
- (2) In all cases, the Arbitral Tribunal shall conduct the arbitration in an impartial, practical and expeditious manner, giving each party an equal and reasonable opportunity to present its case.

Article 20 Seat of arbitration

- (1) Unless agreed upon by the parties, the Board shall decide the seat of arbitration.
- (2) The Arbitral Tribunal may, after consultation with the parties, conduct hearings at any place which it considers appropriate. The Arbitral Tribunal may meet and deliberate at any place which it considers appropriate. If any hearing, meeting, or deliberation is held elsewhere than at the seat of arbitration, the arbitration shall be deemed to have taken place at the seat of arbitration.
- (3) The award shall be deemed to have been made at the seat of arbitration.

Article 21 Language

- (1) Unless agreed upon by the parties, the Arbitral Tribunal shall determine the language(s) of the arbitration. In so determining, the Arbitral Tribunal shall have due regard to all relevant circumstances and shall give the parties an opportunity to submit comments.
- (2) The Arbitral Tribunal may request that any documents submitted in languages other than the language(s) of the arbitration be accompanied by a translation into the language(s) of the arbitration.

Article 22 Applicable law

- (1) The Arbitral Tribunal shall decide the merits of the dispute on the basis of the law(s) or rules of law agreed upon by the parties. In the absence of such agreement, the Arbitral Tribunal shall apply the law or rules of law which it considers to be most appropriate.
- (2) Any designation made by the parties of the law of a given state shall be deemed to refer to the substantive law of that state and not to its conflict of laws rules.
- (3) The Arbitral Tribunal shall decide the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

Article 23 Provisional timetable

After the referral of the case to the Arbitral Tribunal, the Arbitral Tribunal shall promptly consult with the parties with a view to establishing a provisional timetable for the conduct of the arbitration. The Arbitral Tribunal shall send a copy of the provisional timetable to the parties and to the Secretariat.

Article 24 Written submissions

- (1) The Claimant shall, within the period of time determined by the Arbitral Tribunal, submit a Statement of Claim which shall include, unless previously submitted:
 - (i) the specific relief sought;
 - (ii) the material circumstances on which the Claimant relies; and
 - (iii) the documents on which the Claimant relies.
- (2) The Respondent shall, within the period of time determined by the Arbitral Tribunal, submit a Statement of Defence which shall include, unless previously submitted:
 - (i) any objections concerning the existence, validity or applicability of the arbitration agreement;
 - (ii) a statement whether, and to what extent, the Respondent admits or denies the relief sought by the Claimant;
 - (iii) the material circumstances on which the Respondent relies;
 - (iv) any counterclaim or set-off and the grounds on which it is based; and
 - (v) the documents on which the Respondent relies.
- (3) The Arbitral Tribunal may order the parties to submit additional written submissions.

Article 25 Amendments

At any time prior to the close of proceedings pursuant to Article 34, a party may amend or supplement its claim, counterclaim, defence or set-off provided its case, as amended or supplemented, is still comprised by the arbitration agreement, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it, the prejudice to the other party or any other circumstances.

Article 26 Evidence

- (1) The admissibility, relevance, materiality and weight of evidence shall be for the Arbitral Tribunal to determine.
- (2) The Arbitral Tribunal may order a party to identify the documentary evidence it intends to rely on and specify the circumstances intended to be proved by such evidence.
- (3) At the request of a party, the Arbitral Tribunal may order a party to produce any documents or other evidence which may be relevant to the outcome of the case.

Article 27 Hearings

- (1) A hearing shall be held if requested by a party, or if deemed appropriate by the Arbitral Tribunal.
- (2) The Arbitral Tribunal shall, in consultation with the parties, determine the date, time and location of any hearing and shall provide the parties with reasonable notice thereof.
- (3) Unless otherwise agreed by the parties, hearings will be held in private.

Article 28 Witnesses

- (1) In advance of any hearing, the Arbitral Tribunal may order the parties to identify each witness or expert they intend to call and specify the circumstances intended to be proved by each testimony.
- (2) The testimony of witnesses or party-appointed experts may be submitted in the form of signed statements.
- (3) Any witness or expert, on whose testimony a party seeks to rely, shall attend a hearing for examination, unless otherwise agreed by the parties.

Article 29 Experts appointed by the Arbitral Tribunal

- (1) After consultation with the parties, the Arbitral Tribunal may appoint one or more experts to report to it on specific issues set out by the Arbitral Tribunal in writing.
- (2) Upon receipt of a report from an expert appointed by the Arbitral Tribunal, the Arbitral Tribunal shall send a copy of the report to the parties and shall give the parties an opportunity to submit written comments on the report.
- (3) Upon the request of a party, the parties shall be given an opportunity to examine any expert appointed by the Arbitral Tribunal at a hearing.

Article 30 Default

- (1) If the Claimant, without showing good cause, fails to submit a Statement of Claim in accordance with Article 24, the Arbitral Tribunal shall terminate the proceedings provided the Respondent has not filed a counterclaim.
- (2) If a party, without showing good cause, fails to submit a Statement of Defence or other written statement in accordance with Article 24, or fails to appear at a hearing, or otherwise fails to avail itself of the opportunity to present its case, the Arbitral Tribunal may proceed with the arbitration and make an award.
- (3) If a party without good cause fails to comply with any provision of, or requirement under, these Rules or any procedural order given by the Arbitral Tribunal, the Arbitral Tribunal may draw such inferences as it considers appropriate.

Article 31 Waiver

A party, who during the arbitration fails to object without delay to any failure to comply with the arbitration agreement, these Rules or other rules applicable to the proceedings, shall be deemed to have waived the right to object to such failure.

Article 32 Interim measures

- (1) The Arbitral Tribunal may, at the request of a party, grant any interim measures it deems appropriate.
- (2) The Arbitral Tribunal may order the party requesting an interim measure to provide appropriate security in connection with the measure.
- (3) An interim measure shall take the form of an order or an award.

- (4) Provisions with respect to interim measures requested before arbitration has been commenced or a case has been referred to an Arbitral Tribunal are set out in Appendix II.
- (5) A request for interim measures made by a party to a judicial authority is not incompatible with the arbitration agreement or with these Rules.

Article 33 Communications from the Arbitral Tribunal

Article 8 shall apply to communications from the Arbitral Tribunal.

Article 34 Close of proceedings

The Arbitral Tribunal shall declare the proceedings closed when it is satisfied that the parties have had a reasonable opportunity to present their cases. In exceptional circumstances, prior to the making of the final award, the Arbitral Tribunal may reopen the proceedings on its own motion, or upon the application of a party.

Awards and decisions

Article 35 Awards and decisions

- (1) When the Arbitral Tribunal consists of more than one arbitrator, any award or other decision of the Arbitral Tribunal shall be made by a majority of the arbitrators or, failing a majority, by the Chairperson.
- (2) The Arbitral Tribunal may decide that the Chairperson alone may make procedural rulings.

Article 36 Making of awards

- (1) The Arbitral Tribunal shall make its award in writing, and, unless otherwise agreed by the parties, shall state the reasons upon which the award is based.
- (2) An award shall include the date of the award and the seat of arbitration in accordance with Article 20.
- (3) An award shall be signed by the arbitrators. If an arbitrator fails to sign an award, the signatures of the majority of the arbitrators or, failing a majority, of the Chairperson shall be sufficient, provided that the reason for the omission of the signature is stated in the award.
- (4) The Arbitral Tribunal shall deliver a copy of the award to each of the parties and to the SCC without delay.

- (5) If any arbitrator fails without valid cause to participate in the deliberations of the Arbitral Tribunal on an issue, such failure will not preclude a decision being made by the other arbitrators.

Article 37 Time limit for final award

The final award shall be made not later than six months from the date upon which the arbitration was referred to the Arbitral Tribunal pursuant to Article 18. The Board may extend this time limit upon a reasoned request from the Arbitral Tribunal or if otherwise deemed necessary.

Article 38 Separate award

The Arbitral Tribunal may decide a separate issue or part of the dispute in a separate award.

Article 39 Settlement or other grounds for termination of the arbitration

- (1) If the parties reach a settlement before the final award is made, the Arbitral Tribunal may, upon the request of both parties, record the settlement in the form of a consent award.
- (2) If the arbitration for any other reason is terminated before the final award is made, the Arbitral Tribunal shall issue an award recording the termination.

Article 40 Effect of an award

An award shall be final and binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to carry out any award without delay.

Article 41 Correction and interpretation of an award

- (1) Within 30 days of receiving an award, a party may, upon notice to the other party, request that the Arbitral Tribunal correct any clerical, typographical or computational errors in the award, or provide an interpretation of a specific point or part of the award. If the Arbitral Tribunal considers the request justified, it shall make the correction or provide the interpretation within 30 days of receiving the request.
- (2) The Arbitral Tribunal may correct any error of the type referred to in paragraph (1) above on its own motion within 30 days of the date of an award.
- (3) Any correction or interpretation of an award shall be in writing and shall comply with the requirements of Article 36.

Article 42 Additional award

Within 30 days of receiving an award, a party may, upon notice to the other party, request the Arbitral Tribunal to make an additional award on claims presented in the arbitration but not determined in the award. If the Arbitral Tribunal considers the request justified, it shall make the additional award within 60 days of receipt of the request. When deemed necessary, the Board may extend this 60 day time limit.

Costs of the Arbitration

Article 43 Costs of the Arbitration

- (1) The Costs of the Arbitration consist of:
 - (i) the Fees of the Arbitral Tribunal;
 - (ii) the Administrative Fee; and
 - (iii) the expenses of the Arbitral Tribunal and the SCC.
- (2) Before making the final award, the Arbitral Tribunal shall request the Board to finally determine the Costs of the Arbitration. The Board shall finally determine the Costs of the Arbitration in accordance with the Schedule of Costs (Appendix III) in force on the date of commencement of the arbitration pursuant to Article 4.
- (3) If the arbitration is terminated before the final award is made pursuant to Article 39, the Board shall finally determine the Costs of the Arbitration having regard to when the arbitration terminates, the work performed by the Arbitral Tribunal and other relevant circumstances.
- (4) The Arbitral Tribunal shall include in the final award the Costs of the Arbitration as finally determined by the Board and specify the individual fees and expenses of each member of the Arbitral Tribunal and the SCC.
- (5) Unless otherwise agreed by the parties, the Arbitral Tribunal shall, at the request of a party, apportion the Costs of the Arbitration between the parties, having regard to the outcome of the case and other relevant circumstances.
- (6) The parties are jointly and severally liable to the arbitrator(s) and to the SCC for the Costs of the Arbitration.

Article 44 Costs incurred by a party

Unless otherwise agreed by the parties, the Arbitral Tribunal may in the final award upon the request of a party, order one party to pay any reasonable costs incurred by another party, including costs for legal representation, having regard to the outcome of the case and other relevant circumstances.

Article 45 Advance on Costs

- (1) The Board shall determine an amount to be paid by the parties as an Advance on Costs.
- (2) The Advance on Costs shall correspond to the estimated amount of the Costs of Arbitration pursuant to Article 43 (1).
- (3) Each party shall pay half of the Advance on Costs, unless separate advances are determined. Where counterclaims or set-offs are submitted, the Board may decide that each of the parties shall pay the advances on costs corresponding to its claim. Upon a request from the Arbitral Tribunal or if otherwise deemed necessary, the Board may order parties to pay additional advances during the course of the arbitration.
- (4) If a party fails to make a required payment, the Secretariat shall give the other party an opportunity to do so within a specified period of time. If the required payment is not made, the Board shall dismiss the case in whole or in part. If the other party makes the required payment, the Arbitral Tribunal may, at the request of such party, make a separate award for reimbursement of the payment.
- (5) At any stage during the arbitration or after the Award has been made, the Board may draw on the Advance on Costs to cover the Costs of the Arbitration.
- (6) The Board may decide that part of the Advance on Costs may be provided in the form of a bank guarantee or other form of security.

General rules*Article 46 Confidentiality*

Unless otherwise agreed by the parties, the SCC and the Arbitral Tribunal shall maintain the confidentiality of the arbitration and the award.

Article 47 Enforcement

In all matters not expressly provided for in these Rules, the SCC, the Arbitral Tribunal and the parties shall act in the spirit of these Rules and shall make every reasonable effort to ensure that all awards are legally enforceable.

Article 48 Exclusion of liability

Neither the SCC nor the arbitrator(s) are liable to any party for any act or omission in connection with the arbitration unless such act or omission constitutes willful misconduct or gross negligence.

APPENDIX 1

ORGANISATION

Article 1 About the SCC

The Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”) is a body providing administrative services in relation to the settlement of disputes. The SCC is part of the Stockholm Chamber of Commerce, but is independent in exercising its functions in the administration of disputes. The SCC is composed of a board of directors (the “Board”) and a secretariat (the “Secretariat”).

Article 2 Function of the SCC

The SCC does not itself decide disputes. The function of the SCC is to:

- (i) administer domestic and international disputes in accordance with the SCC Rules and other procedures or rules agreed upon by the parties; and
- (ii) provide information concerning arbitration and mediation matters.

Article 3 The Board

The Board shall be composed of one chairperson, a maximum of three vice-chairpersons and a maximum of 12 additional members. The Board shall include both Swedish and non-Swedish nationals.

Article 4 Appointment of the Board

The Board shall be appointed by the Board of Directors of the Stockholm Chamber of Commerce (the “Board of Directors”). The members of the Board shall be appointed for a period of three years and are eligible for re-appointment in their respective capacities for one further three year period only, unless exceptional circumstances apply.

Article 5 Removal of a member of the Board

In exceptional circumstances, the Board of Directors may remove a member of the Board. If a member resigns or is removed during a term of office, the Board of Directors shall appoint a new member for the remainder of the term.

Article 6 Function of the Board

The function of the Board is to take the decisions required of the SCC in administering disputes under the SCC Rules and any other rules or procedures agreed upon by the parties. Such decisions include decisions on the jurisdiction of the SCC, determination of advances on costs, appointment of arbitrators, decisions upon challenges to arbitrators, removal of arbitrators and the fixing of arbitration costs.

Article 7 Decisions by the Board

Two members of the Board form a quorum. If a majority is not attained, the Chairperson has the casting vote. The Chairperson or a Vice-Chairperson may take decisions on behalf of the Board in urgent matters. A committee of the Board may be appointed to take certain decisions on behalf of the Board. The Board may delegate decisions to the Secretariat, including decisions on advances on costs, extension of time for rendering an award, dismissal for non-payment of registration fee, release of arbitrators and fixing of arbitration costs. Decisions by the Board are final.

Article 8 The Secretariat

The Secretariat acts under the direction of a Secretary General. The Secretariat carries out the functions assigned to it under the SCC Rules. The Secretariat may also take decisions delegated to it by the Board.

Article 9 Procedures

The SCC shall maintain the confidentiality of the arbitration and the award and shall deal with the arbitration in an impartial, practical and expeditious manner.

APPENDIX II

EMERGENCY ARBITRATOR

Article 1 Emergency Arbitrator

- (1) A party may apply for the appointment of an Emergency Arbitrator until the case has been referred to an Arbitral Tribunal pursuant to Article 18 of the Arbitration Rules.
- (2) The powers of the Emergency Arbitrator shall be those set out in Article 32 (1)–(3) of the Arbitration Rules. Such powers terminate when the case has been referred to an Arbitral Tribunal pursuant to Article 18 of the Arbitration Rules or when an emergency decision ceases to be binding according to Article 9 (4) of this Appendix.

Article 2 Application for the appointment of an Emergency Arbitrator

An application for the appointment of an Emergency Arbitrator shall include:

- (i) a statement of the names and addresses, telephone and facsimile numbers and e-mail addresses of the parties and their counsel;
- (ii) a summary of the dispute;
- (iii) a statement of the interim relief sought and the reasons therefor;
- (iv) a copy or description of the arbitration agreement or clause on the basis of which the dispute is to be settled;

- (v) comments on the seat of the emergency proceedings, the applicable law(s) and the language(s) of the proceedings; and
- (vi) proof of payment of the costs for the emergency proceedings pursuant to Article 10 (1)-(2) of this Appendix.

Article 3 Notice

As soon as an application for the appointment of an Emergency Arbitrator has been received, the Secretariat shall send the application to the other party.

Article 4 Appointment of the Emergency Arbitrator

- (1) The Board shall seek to appoint an Emergency Arbitrator within 24 hours of receipt of the application for the appointment of an Emergency Arbitrator.
- (2) An Emergency Arbitrator shall not be appointed if the SCC manifestly lacks jurisdiction over the dispute.
- (3) Article 15 of the Arbitration Rules applies except that a challenge must be made within 24 hours from when the circumstances giving rise to the challenge of an Emergency Arbitrator became known to the party.
- (4) An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties.

Article 5 Seat of the emergency proceedings

The seat of the emergency proceedings shall be that which has been agreed upon by the parties as the seat of the arbitration. If the seat of the arbitration has not been agreed by the parties, the Board shall determine the seat of the emergency proceedings.

Article 6 Referral to the Emergency Arbitrator

Once an Emergency Arbitrator has been appointed, the Secretariat shall promptly refer the application to the Emergency Arbitrator.

Article 7 Conduct of the emergency proceedings

Article 19 of the Arbitration Rules shall apply to the emergency proceedings, taking into account the urgency inherent in such proceedings.

Article 8 Emergency decisions on interim measures

- (1) Any emergency decision on interim measures shall be made not later than 5 days from the date upon which the application was referred to the Emergency Arbitrator pursuant to Article 6 of this Appendix. The Board may extend this time limit upon a reasoned request from the Emergency Arbitrator, or if otherwise deemed necessary.

- (2) Any emergency decision on interim measures shall:
 - (i) be made in writing;
 - (ii) state the date when it was made, the seat of the emergency proceedings and the reasons upon which the decision is based; and
 - (iii) be signed by the Emergency Arbitrator.
- (3) The Emergency Arbitrator shall promptly deliver a copy of the emergency decision to each of the parties and to the SCC.

Article 9 Binding effect of emergency decisions

- (1) An emergency decision shall be binding on the parties when rendered.
- (2) The emergency decision may be amended or revoked by the Emergency Arbitrator upon a reasoned request by a party.
- (3) By agreeing to arbitration under the Arbitration Rules, the parties undertake to comply with any emergency decision without delay.
- (4) The emergency decision ceases to be binding if:
 - (i) the Emergency Arbitrator or an Arbitral Tribunal so decides;
 - (ii) an Arbitral Tribunal makes a final award;
 - (iii) arbitration is not commenced within 30 days from the date of the emergency decision; or
 - (iv) the case is not referred to an Arbitral Tribunal within 90 days from the date of the emergency decision.
- (5) An Arbitral Tribunal is not bound by the decision(s) and reasons of the Emergency Arbitrator.

Article 10 Costs of the emergency proceedings

- (1) The party applying for the appointment of an Emergency Arbitrator shall pay the costs of the emergency proceedings upon filing the application.
- (2) The costs of the emergency proceedings include:
 - (i) the fee of the Emergency Arbitrator which amounts to EUR 12,000; and
 - (ii) the application fee which amounts to EUR 3,000.
- (3) Upon a request from the Emergency Arbitrator or if otherwise deemed appropriate, the Board may decide to increase or reduce the costs having regard to the nature of the case, the work performed by the Emergency Arbitrator and the SCC, and other relevant circumstances.

- (4) If payment of the costs of the emergency proceedings is not made in due time, the Secretariat shall dismiss the application.
- (5) At the request of a party, the costs of the emergency proceedings may be apportioned between the parties by an Arbitral Tribunal in a final award.

APPENDIX III

SCHEDULE OF COSTS

Arbitration Costs

Article 1 Registration Fee

- (1) The Registration Fee referred to in Article 3 of the Arbitration Rules amounts to EUR 1,500.
- (2) The Registration Fee is non-refundable and constitutes a part of the Administrative Fee in Article 3 below. The Registration Fee shall be credited to the Advance on Costs to be paid by the Claimant pursuant to Article 45 of the Arbitration Rules.

Article 2 Fees of the Arbitral Tribunal

- (1) The Board shall determine the fee of a Chairperson or sole arbitrator based on the amount in dispute in accordance with the table below.
- (2) Co-arbitrators shall each receive 60 per cent of the fee of the Chairperson. After consultation with the Arbitral Tribunal, the Board may decide that a different percentage shall apply.
- (3) The amount in dispute shall be the aggregate value of all claims, counterclaims and set-offs. Where the amount in dispute cannot be ascertained, the Board shall determine the Fees of the Arbitral Tribunal taking all relevant circumstances into account.
- (4) In exceptional circumstances, the Board may deviate from the amounts set out in the table.

Article 3 Administrative Fee

- (1) The Administrative Fee shall be determined in accordance with the table below.

- (2) The amount in dispute shall be the aggregate value of all claims, counterclaims and set-offs. Where the amount in dispute cannot be ascertained, the Board shall determine the Administrative Fee taking all relevant circumstances into account.
- (3) In exceptional circumstances, the Board may deviate from the amounts set out in the table.

Article 4 Expenses

In addition to the Fees of the arbitrator(s) and the Administrative Fee, the Board shall fix an amount to cover any reasonable expenses incurred by the arbitrator(s) and the SCC. The expenses of the arbitrator(s) may include the fee and expenses of any expert appointed by the Arbitral Tribunal pursuant to Article 29 of the Arbitration Rules.

ARBITRATORS' FEES

Amount in dispute (EUR)	Fee of the Chairman/Sole Arbitrator	
	Minimum (EUR)	Maximum (EUR)
to 25 000	2 500	5 500
from 25 001 to 50 000	2 500 + 2 % on the amount above 25 000	5 500 + 14 % on the amount above 25 000
from 50 001 to 100 000	3 000 + 2 % on the amount above 50 000	9 000 + 4 % on the amount above 50 000
from 100 001 to 500 000	4 000 + 1 % on the amount above 100 000	11 000 + 5 % on the amount above 100 000
from 500 001 to 1 000 000	8 000 + 0.8 % on the amount above 500 000	31 000 + 2.4 % on the amount above 500 000
from 1 000 001 to 2 000 000	12 000 + 0.5 % on the amount above 1 000 000	43 000 + 2.5 % on the amount above 1 000 000
from 2 000 001 to 5 000 000	17 000 + 0.2 % on the amount above 2 000 000	68 000 + 0.8 % on the amount above 2 000 000
from 5 000 001 to 10 000 000	23 000 + 0.1 % on the amount above 5 000 000	92 000 + 0.68 % on the amount above 5 000 000
from 10 000 001 to 50 000 000	28 000 + 0.03 % on the amount above 10 000 000	126 000 + 0.15 % on the amount above 10 000 000
from 50 000 001 to 75 000 000	40 000 + 0.02 % on the amount above 50 000 000	186 000 + 0.16 % on the amount above 50 000 000
from 75 000 001 to 100 000 000	45 000 + 0.012 % on the amount above 75 000 000	226 000 + 0.02 % on the amount above 75 000 000
from 100 000 001	To be determined by the Board	To be determined by the Board

The Costs of the Arbitration may easily be calculated at www.sccinstitute.com

ADMINISTRATIVE FEE

Amount in dispute (EUR)	Administrative Fee (EUR)
Up to 25 000	1 500
from 25 001 to 50 000	1 500 + 4 % on the amount above 25 000
from 50 001 to 100 000	2 500 + 2 % on the amount above 50 000
from 100 001 to 500 000	3 500 + 1.6 % on the amount above 100 000
from 500 001 to 1 000 000	9 900 + 0.8 % on the amount above 500 000
from 1 000 001 to 2 000 000	13 900 + 0.5 % on the amount above 1 000 000
from 2 000 001 to 5 000 000	18 900 + 0.1 % on the amount above 2 000 000
from 5 000 001 to 10 000 000	21 900 + 0.14 % on the amount above 5 000 000
from 10 000 001 to 50 000 000	28 900 + 0.02 % on the amount above 10 000 000
from 50 000 001 to 75 000 000	36 900 + 0.02 % on the amount above 50 000 000
from 75 000 001	41 900 + 0.01 % on the amount above 75 000 000
	Maximum 60 000

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