



2017

RULES FOR

# EXPEDITED ARBITRATIONS



ARBITRATION INSTITUTE  
OF THE STOCKHOLM CHAMBER OF COMMERCE

# MODEL ARBITRATION CLAUSE

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Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

*Recommended additions:*

The seat of arbitration shall be [...].

The language of the arbitration shall be [...].

This contract shall be governed by the substantive law of [...].

# RULES FOR EXPEDITED ARBITRATIONS OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE

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ADOPTED BY THE STOCKHOLM CHAMBER OF COMMERCE  
AND IN FORCE AS OF 1 JANUARY 2017

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Under any arbitration agreement referring to the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (the “Rules for Expedited Arbitrations”) the parties shall be deemed to have agreed that the following rules, or such amended rules, in force on the date of the commencement of the arbitration, or the filing of an application for the appointment of an Emergency Arbitrator, shall be applied unless otherwise agreed by the parties.

*The English text prevails over other language versions.*

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# RULES FOR EXPEDITED ARBITRATIONS OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE

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## ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE

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### **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.

## GENERAL RULES

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### **Article 2 General conduct of the participants to the arbitration**

- (1) Throughout the proceedings, the SCC, the Arbitrator and the parties shall act in an efficient and expeditious manner.
- (2) In all matters not expressly provided for in these Rules, the SCC, the Arbitrator and the parties shall act in the spirit of these Rules and shall make every reasonable effort to ensure that any award is legally enforceable.

### **Article 3 Confidentiality**

Unless otherwise agreed by the parties, the SCC, the Arbitrator and any administrative secretary of the Arbitrator shall maintain the confidentiality of the arbitration and the award.

## **Article 4 Time periods**

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

## **Article 5 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, e-mail or any other means that records the sending of the communication.
- (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 means of communication used.
- (4) This article shall apply equally to any communications from the Arbitrator.

## **COMMENCEMENT OF PROCEEDINGS**

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### **Article 6 Request for Arbitration**

The Request for Arbitration, which also constitutes the Statement of Claim, shall include:

- (i) the names, addresses, telephone numbers and e-mail addresses of the parties and their counsel;
- (ii) the specific relief sought, including an estimate of the monetary value of the claims;
- (iii) the factual and legal basis the Claimant relies on;
- (iv) any evidence the Claimant relies on;
- (v) a copy or description of the arbitration agreement or clause under which the dispute is to be settled;
- (vi) where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made; and
- (vii) comments on the seat of arbitration.



## **Article 7 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 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 8 Commencement of arbitration**

Arbitration shall be deemed to commence on the date the SCC receives the Request for Arbitration.

## **Article 9 Answer**

- (1) The Secretariat shall send a copy of the Request for Arbitration and any attached documents to the Respondent. The Secretariat shall set a time period within which the Respondent shall submit an Answer to the SCC. The Answer, which also constitutes the Statement of Defence, shall include:
  - (i) any objections concerning the existence, validity or applicability of the arbitration agreement; failure to object shall preclude the Respondent from raising such objections at a later stage of the proceedings;
  - (ii) a statement whether, and to what extent, the Respondent admits or denies the relief sought by the Claimant;
  - (iii) the factual and legal basis the Respondent relies on;
  - (iv) any counterclaim or set-off and the grounds on which it is based, including an estimate of the monetary value thereof;
  - (v) where counterclaims or set-offs are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim or set-off is made;
  - (vi) any evidence the Respondent relies on; and
  - (vii) comments on the seat of arbitration.

- (2) The Secretariat shall send a copy of the Answer to the Claimant. The Claimant may be given an opportunity to submit comments on the Answer, having regard to the circumstances of the case.
- (3) Failure by the Respondent to submit an Answer shall not prevent the arbitration from proceeding.

### **Article 10 Request for further details**

- (1) The Board may request further details from either party regarding any of their written submissions to the SCC.
- (2) If the Claimant fails to comply with a request for further details, the Board may dismiss the case.
- (3) 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.
- (4) Failure by the Respondent to otherwise comply with a request for further details shall not prevent the arbitration from proceeding.

### **Article 11 Agreement on the application of the Arbitration Rules**

After receiving the Answer, and prior to the appointment of the Arbitrator, the SCC may invite the parties to agree to apply the Arbitration Rules with either a sole or three arbitrator(s), having regard to the complexity of the case, the amount in dispute and any other relevant circumstances.

### **Article 12 Decisions by the Board**

The Board takes decisions as provided under these Rules, including deciding:

- (i) whether the SCC manifestly lacks jurisdiction over the dispute pursuant to Article 13 (i);
- (ii) whether to grant a request for joinder pursuant to Article 14;
- (iii) whether claims made under multiple contracts shall proceed in a single arbitration pursuant to Article 15;
- (iv) whether to consolidate cases pursuant to Article 16;
- (v) on any appointment of arbitrator pursuant to Article 18;

- (vi) on any challenge to an arbitrator pursuant to Article 20;
- (vii) on the seat of arbitration pursuant to Article 26; and
- (viii) on the Advance on Costs pursuant to Article 51.

## **Article 13 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 51.

## **Article 14 Joinder of additional parties**

- (1) A party to the arbitration may request the Board to join one or more additional parties to the arbitration.
- (2) The Request for Joinder shall be made as early as possible. A Request for Joinder made after the submission of the Answer will not be considered, unless the Board decides otherwise. Articles 6 and 7 shall apply *mutatis mutandis* to the Request for Joinder.
- (3) Arbitration against the additional party shall be deemed to commence on the date the SCC receives the Request for Joinder.
- (4) The Secretariat shall set a time period within which the additional party shall submit an Answer to the Request for Joinder. Article 9 applies *mutatis mutandis* to the Answer to the Request for Joinder.
- (5) The Board may decide to join one or more additional parties provided that the SCC does not manifestly lack jurisdiction over the dispute between the parties, including any additional party requested to be joined to the arbitration, pursuant to Article 13 (i).
- (6) In deciding whether to grant the Request for Joinder where claims are made under more than one arbitration agreement, the Board shall consult with the parties and shall have regard to Article 15 (3) (i)-(iv).
- (7) In all cases where the Board decides to grant the Request for Joinder, any decision as to the Arbitrator's jurisdiction over any party joined to the arbitration shall be made by the Arbitrator.

- (8) Where the Board decides to grant the Request for Joinder and the additional party does not agree to any Arbitrator already appointed, the Board may release the Arbitrator and make an appointment in accordance with Article 18 (2)–(4), unless all parties, including the additional party, agree on a different procedure for the appointment of the Arbitrator.

## **Article 15 Multiple contracts in a single arbitration**

- (1) Parties may make claims arising out of or in connection with more than one contract in a single arbitration.
- (2) If any party raises any objections as to whether all of the claims made against it may be determined in a single arbitration, the claims may proceed in a single arbitration provided that the SCC does not manifestly lack jurisdiction over the dispute between the parties pursuant to Article 13 (i).
- (3) In deciding whether the claims shall proceed in a single arbitration, the Board shall consult with the parties and shall have regard to:
  - (i) whether the arbitration agreements under which the claims are made are compatible;
  - (ii) whether the relief sought arises out of the same transaction or series of transactions;
  - (iii) the efficiency and expeditiousness of the proceedings; and
  - (iv) any other relevant circumstances.
- (4) In all cases where the Board decides that the claims may proceed in a single arbitration, any decision as to the Arbitrator's jurisdiction over the claims shall be made by the Arbitrator.

## **Article 16 Consolidation of arbitrations**

- (1) At the request of a party the Board may decide to consolidate a newly commenced arbitration with a pending arbitration, if:
  - (i) the parties agree to consolidate;
  - (ii) all the claims are made under the same arbitration agreement; or

- (iii) where the claims are made under more than one arbitration agreement, the relief sought arises out of the same transaction or series of transactions and the Board considers the arbitration agreements to be compatible.
- (2) In deciding whether to consolidate, the Board shall consult with the parties and the Arbitrator and shall have regard to:
  - (i) the stage of the pending arbitration;
  - (ii) the efficiency and expeditiousness of the proceedings; and
  - (iii) any other relevant circumstances.
- (3) Where the Board decides to consolidate, the Board may release any Arbitrator already appointed.

## THE ARBITRATOR

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### **Article 17 Number of Arbitrators**

The arbitration shall be decided by a sole Arbitrator.

### **Article 18 Appointment of Arbitrator**

- (1) The parties may agree on a procedure for appointment of the Arbitrator.
- (2) Where the parties have not agreed on a procedure, or if the Arbitrator 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 (3)–(5).
- (3) The parties shall be given 10 days to jointly appoint the Arbitrator. If the parties fail to appoint the Arbitrator within this time, the Board shall make the appointment.
- (4) If the parties are of different nationalities, the Arbitrator shall be of a different nationality than the parties, unless the parties have agreed otherwise or the Board otherwise deems it appropriate.

- (5) When appointing the Arbitrator, 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 19 Impartiality, independence and availability**

- (1) The Arbitrator must be impartial and independent.
- (2) Before being appointed, a prospective arbitrator shall disclose any circumstances that may give rise to justifiable doubts as to the prospective arbitrator's impartiality or independence.
- (3) Once appointed, the Arbitrator shall submit to the Secretariat a signed statement of acceptance, availability, impartiality and independence disclosing any circumstances that may give rise to justifiable doubts as to the Arbitrator's impartiality or independence. The Secretariat shall send a copy of the statement of acceptance, availability, impartiality and independence to the parties.
- (4) The Arbitrator shall immediately inform the parties in writing if any circumstances that may give rise to justifiable doubts as to the Arbitrator's impartiality or independence arise during the course of the arbitration.

## **Article 20 Challenge to Arbitrator**

- (1) A party may challenge the Arbitrator if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence or if the Arbitrator does not possess the qualifications agreed by the parties.
- (2) A party may challenge an arbitrator it has appointed, or in whose appointment it has participated, only for reasons it becomes aware of after the appointment was made.
- (3) A party wishing to challenge the Arbitrator shall submit a written statement to the Secretariat stating the reasons for the challenge, within 15 days from the date the circumstances giving rise to the challenge became known to the party. Failure to challenge the Arbitrator within the stipulated time constitutes a waiver of the party's right to make the challenge.

- (4) The Secretariat shall notify the parties and the Arbitrator of the challenge and give them an opportunity to submit comments.
- (5) If the other party agrees to the challenge, the Arbitrator shall resign. In all other cases, the Board shall take the final decision on the challenge.

## **Article 21 Release from appointment**

- (1) The Board shall release the Arbitrator from appointment where:
  - (i) the Board accepts the resignation of the Arbitrator;
  - (ii) a challenge to the Arbitrator under Article 20 is sustained; or
  - (iii) the Arbitrator is otherwise unable or fails to perform the Arbitrator's functions.
- (2) Before the Board releases an arbitrator, the Secretariat may give the parties and the Arbitrator an opportunity to submit comments.

## **Article 22 Replacement of Arbitrator**

- (1) The Board shall appoint a new Arbitrator where the Arbitrator has been released from appointment pursuant to Article 21, or where the Arbitrator has died.
- (2) Where the Arbitrator has been replaced, the new Arbitrator shall decide whether and to what extent the proceedings are to be repeated.

### **Article 23 Referral to the Arbitrator**

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

### **Article 24 Conduct of the arbitration**

- (1) The Arbitrator may conduct the arbitration in such manner as the Arbitrator considers appropriate, subject to these Rules and any agreement between the parties.
- (2) In all cases, the Arbitrator shall conduct the arbitration in an impartial, efficient and expeditious manner, giving each party an equal and reasonable opportunity to present its case, considering at all times the expedited nature of the proceedings.

### **Article 25 Administrative secretary of the Arbitrator**

- (1) The Arbitrator may at any time during the arbitration submit to the SCC a proposal for the appointment of a specific candidate as administrative secretary. The appointment is subject to the approval of the parties.
- (2) The Arbitrator shall consult the parties regarding the tasks of the administrative secretary. The Arbitrator may not delegate any decision-making authority to the administrative secretary.
- (3) The administrative secretary must be impartial and independent. The Arbitrator shall ensure that the administrative secretary remains impartial and independent at all stages of the arbitration.
- (4) Before being appointed, the proposed administrative secretary shall submit to the SCC a signed statement of availability, impartiality and independence disclosing any circumstances that may give rise to justifiable doubts as to the proposed administrative secretary's impartiality or independence.



- (5) A party may request the removal of the administrative secretary based on the procedure set out in Article 20, which shall apply *mutatis mutandis* to a challenge of an administrative secretary. If the Board removes an administrative secretary, the Arbitrator may propose the appointment of another administrative secretary in accordance with this Article. A request for removal shall not prevent the arbitration from proceeding, unless the Arbitrator decides otherwise.
- (6) Any fee payable to the administrative secretary shall be paid from the fees of the Arbitrator.

### **Article 26 Seat of arbitration**

- (1) Unless agreed upon by the parties, the Board shall decide the seat of arbitration.
- (2) The Arbitrator may, after consulting the parties, conduct hearings at any place the Arbitrator considers appropriate. The arbitration shall be deemed to have taken place at the seat regardless of any hearing or meeting held elsewhere.
- (3) The award shall be deemed to have been made at the seat of arbitration.

### **Article 27 Language**

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

### **Article 28 Applicable law**

- (1) The Arbitrator 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 Arbitrator shall apply the law or rules of law that the Arbitrator considers most appropriate.

- (2) Any designation by the parties of the law of a given state shall be deemed to refer to the substantive law of that state, not to its conflict of laws rules.
- (3) The Arbitrator shall decide the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised the Arbitrator to do so.

## **Article 29 Case management conference and timetable**

- (1) After the referral of the case to the Arbitrator, the Arbitrator shall promptly hold a case management conference with the parties to organise, schedule and establish procedures for the conduct of the arbitration.
- (2) The case management conference may be conducted in person or by any other means.
- (3) Having regard to the circumstances of the case, the Arbitrator and the parties shall seek to adopt procedures enhancing the efficiency and expeditiousness of the proceedings.
- (4) During or immediately following the case management conference, and no later than 7 days from the referral of the case to the Arbitrator, the Arbitrator shall seek to establish a timetable for the conduct of the arbitration, including the date for making the award.
- (5) The Arbitrator may, after consulting the parties, hold further case management conferences and issue revised timetables as the Arbitrator deems appropriate. The Arbitrator shall send a copy of the timetable to the parties and to the Secretariat.

## **Article 30 Written submissions**

- (1) The parties may make one supplementary written submission in addition to the Request for Arbitration and the Answer. In circumstances the Arbitrator considers to be compelling, the Arbitrator may allow the parties to make further written submissions.

- (2) Written submissions shall be brief and the time limits for the filing of submissions may not exceed 15 working days, subject to any other time limit that the Arbitrator, for compelling reasons, may determine.
- (3) The Arbitrator may order a party to finally state its claims for relief and the facts and evidence relied on. At the expiration of the time for such statement, the party may not amend its claim for relief nor adduce additional facts or evidence, unless the Arbitrator, for compelling reasons, so permits.

### **Article 31 Amendments**

At any time prior to the close of proceedings pursuant to Article 41, 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 Arbitrator 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 relevant circumstances.

### **Article 32 Evidence**

- (1) The admissibility, relevance, materiality and weight of evidence shall be for the Arbitrator to determine.
- (2) The Arbitrator 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, or exceptionally on its own motion, the Arbitrator may order a party to produce any documents or other evidence that may be relevant to the case and material to its outcome.

### **Article 33 Hearings**

- (1) A hearing shall be held only at the request of a party and if the Arbitrator considers the reasons for the request to be compelling.
- (2) The Arbitrator 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 34 Witnesses**

- (1) In advance of any hearing, the Arbitrator 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 35 Experts appointed by the Arbitrator**

- (1) After consulting the parties, the Arbitrator may appoint one or more experts to report to the Arbitrator on specific issues set out by the Arbitrator in writing.
- (2) Upon receipt of a report from an expert the Arbitrator has appointed, the Arbitrator 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 Arbitrator at a hearing.

### **Article 36 Default**

- (1) If a party, without good cause, fails to make a written submission in accordance with Article 30, fails to appear at a hearing, or otherwise fails to avail itself of the opportunity to present its case, the Arbitrator may proceed with the arbitration and make an award.
- (2) 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 Arbitrator, the Arbitrator may draw such inferences as it considers appropriate.

## **Article 37 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 38 Interim measures**

- (1) The Arbitrator may, at the request of a party, grant any interim measures the Arbitrator deems appropriate.
- (2) The Arbitrator 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 commenced, or before a case has been referred to an Arbitrator, 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 39 Security for costs**

- (1) The Arbitrator may, in exceptional circumstances and at the request of a party, order any Claimant or Counterclaimant to provide security for costs in any manner the Arbitrator deems appropriate.
- (2) In determining whether to order security for costs, the Arbitrator shall have regard to:
  - (i) the prospects of success of the claims, counterclaims and defences;
  - (ii) the Claimant's or Counterclaimant's ability to comply with an adverse costs award and the availability of assets for enforcement of an adverse costs award;
  - (iii) whether it is appropriate in all the circumstances of the case to order one party to provide security; and
  - (iv) any other relevant circumstances.
- (3) If a party fails to comply with an order to provide security, the Arbitrator may stay or dismiss the party's claims in whole or in part.

- (4) Any decision to stay or to dismiss the party's claims shall take the form of an order or an award.

## **Article 40 Summary procedure**

- (1) A party may request that the Arbitrator decide one or more issues of fact or law by way of summary procedure, without necessarily undertaking every procedural step that might otherwise be adopted for the arbitration.
- (2) A request for summary procedure may concern issues of jurisdiction, admissibility or the merits. It may include, for example, an assertion that:
  - (i) an allegation of fact or law material to the outcome of the case is manifestly unsustainable;
  - (ii) even if the facts alleged by the other party are assumed to be true, no award could be rendered in favour of that party under the applicable law; or
  - (iii) any issue of fact or law material to the outcome of the case is, for any other reason, suitable to determination by way of summary procedure.
- (3) The request shall specify the grounds relied on and the form of summary procedure proposed, and demonstrate that such procedure is efficient and appropriate in all the circumstances of the case.
- (4) After providing the other party an opportunity to submit comments, the Arbitrator shall issue an order either dismissing the request or fixing the summary procedure in the form the Arbitrator deems appropriate.
- (5) In determining whether to grant a request for summary procedure, the Arbitrator shall have regard to all relevant circumstances, including the extent to which the summary procedure contributes to a more efficient and expeditious resolution of the dispute.
- (6) If the request for summary procedure is granted, the Arbitrator shall seek to make an order or award on the issues under consideration in an efficient and expeditious manner having regard to the circumstances of the case, while giving each party an equal and reasonable opportunity to present its case pursuant to Article 24 (2).

## **Article 41 Close of proceedings**

The Arbitrator shall declare the proceedings closed when the Arbitrator 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 Arbitrator may reopen the proceedings on the Arbitrator's own motion, or on the application of a party.

## **AWARDS AND DECISIONS**

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### **Article 42 Making of awards**

- (1) The Arbitrator shall make the award in writing and sign the award. A party may request a reasoned award no later than at the closing statement.
- (2) An award shall include the date of the award and the seat of arbitration in accordance with Article 26.
- (3) The Arbitrator shall deliver a copy of the award to each of the parties and to the SCC without delay.

### **Article 43 Time limit for final award**

The final award shall be made no later than three months from the date the case was referred to the Arbitrator pursuant to Article 23. The Board may extend this time limit upon a reasoned request from the Arbitrator, or if otherwise deemed necessary, having due regard to the expedited nature of the proceedings.

### **Article 44 Separate award**

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

### **Article 45 Settlement or other grounds for termination of the arbitration**

- (1) If the parties reach a settlement before the final award is made, the Arbitrator may, at the request of both parties, make a consent award recording the settlement
- (2) If the arbitration is terminated for any other reason before the final award is made, the Arbitrator shall issue an award recording the termination.

## **Article 46 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 47 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 Arbitrator correct any clerical, typographical or computational errors in the award, or provide an interpretation of a specific point or part of the award. After giving the other party an opportunity to comment on the request and if the Arbitrator considers the request justified, the Arbitrator shall make the correction or provide the interpretation within 30 days of receiving the request.
- (2) The Arbitrator may correct any error of the type referred to in paragraph (1) above on the Arbitrator's 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 42.

## **Article 48 Additional award**

Within 30 days of receiving an award, a party may, upon notice to the other party, request that the Arbitrator make an additional award on claims presented in the arbitration but not determined in the award. After giving the other party an opportunity to comment on the request and if the Arbitrator considers the request justified, the Arbitrator shall make the additional award within 30 days of receiving the request. When deemed necessary, the Board may extend this 30 day time limit.



### **Article 49 Costs of the Arbitration**

- (1) The Costs of the Arbitration consist of:
  - (i) the Fee of the Arbitrator;
  - (ii) the Administrative Fee; and
  - (iii) the expenses of the Arbitrator and the SCC.
- (2) Before making the final award, the Arbitrator shall request that the Board 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 8.
- (3) In finally determining the Costs of the Arbitration, the Board shall have regard to the extent to which the Arbitrator has acted in an efficient and expeditious manner, the complexity of the dispute and any other relevant circumstances.
- (4) If the arbitration is terminated before the final award is made pursuant to Article 45, the Board shall finally determine the Costs of the Arbitration having regard to the stage of the arbitration, the work performed by the Arbitrator and any other relevant circumstances.
- (5) The Arbitrator shall include in the final award the Costs of the Arbitration as finally determined by the Board and specify the fees and expenses of the Arbitrator and the SCC.
- (6) Unless otherwise agreed by the parties, the Arbitrator shall, at the request of a party, apportion the Costs of the Arbitration between the parties, having regard to the outcome of the case, each party's contribution to the efficiency and expeditiousness of the arbitration and any other relevant circumstances.
- (7) The parties are jointly and severally liable to the Arbitrator and to the SCC for the Costs of the Arbitration.

### **Article 50 Costs incurred by a party**

Unless otherwise agreed by the parties, the Arbitrator may in the final award, at 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, each party's contribution to the efficiency and expeditiousness of the arbitration and any other relevant circumstances.

## **Article 51 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 49 (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 party shall pay advances corresponding to its claims. Where an additional party is joined to the arbitration pursuant to Article 14, the Board may determine each party's share of the Advance on Costs as it deems appropriate, having regard to the circumstances of the case.
- (4) At the request of the Arbitrator, or if otherwise deemed necessary, the Board may order parties to pay additional advances during the course of the arbitration.
- (5) 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 payment is not made within that time, the Board shall dismiss the case in whole or in part. If the other party makes the required payment, the Arbitrator may, at the request of that party, make a separate award for reimbursement of the payment.
- (6) 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.
- (7) 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.

### **Article 52 Exclusion of liability**

Neither the SCC, the Arbitrator, the administrative secretary, nor any expert appointed by the Arbitrator, is liable to any party for any act or omission in connection with the arbitration unless such act or omission constitutes wilful misconduct or gross negligence.

# APPENDIX I

## ORGANISATION

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### 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 includes 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, unless exceptional circumstances apply, are only eligible for re-appointment in their respective capacities for one further three year period.

## **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, efficient and expeditious manner.

# APPENDIX II

## EMERGENCY ARBITRATOR

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### Article 1 Emergency Arbitrator

- (1) A party may apply for the appointment of an Emergency Arbitrator until the case has been referred to the Arbitrator pursuant to Article 23 of the Rules for Expedited Arbitrations.
- (2) The powers of the Emergency Arbitrator shall be those set out in Article 38 (1)-(3) of the Rules for Expedited Arbitrations. Such powers terminate on referral of the case to the Arbitrator pursuant to Article 23 of the Rules for Expedited Arbitrations, 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) the names, addresses, telephone 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 under 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) 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.
- (2) An Emergency Arbitrator shall not be appointed if the SCC manifestly lacks jurisdiction over the dispute.
- (3) Article 20 of the Rules for Expedited Arbitrations applies to the challenge of an Emergency Arbitrator, except that a challenge must be made within 24 hours from the time the circumstances giving rise to the challenge 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 24 of the Rules for Expedited Arbitrations 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 no later than 5 days from the date 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) At the reasoned request of a party, the Emergency Arbitrator may amend or revoke the emergency decision.
- (3) By agreeing to arbitration under the Rules for Expedited Arbitrations, 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 Arbitrator so decides;
  - (ii) an Arbitrator 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 Arbitrator within 90 days from the date of the emergency decision.
- (5) An Arbitrator 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 set out in paragraph (2) (i) and (ii) below upon filing the application.
- (2) The costs of the emergency proceedings include:
  - (i) the fee of the Emergency Arbitrator which amounts to EUR 16 000;
  - (ii) the application fee of EUR 4 000; and
  - (iii) the reasonable costs incurred by the parties, including costs for legal representation.



- (3) At the request of the Emergency Arbitrator, or if otherwise deemed appropriate, the Board may decide to increase or reduce the costs set out in paragraph (2) (i) and (ii) above, having regard to the nature of the case, the work performed by the Emergency Arbitrator and the SCC and any other relevant circumstances.
- (4) If payment of the costs set out in paragraph (2) (i) and (ii) above is not made in due time, the Secretariat shall dismiss the application.
- (5) At the request of a party, the Emergency Arbitrator shall in the emergency decision apportion the costs of the emergency proceedings between the parties.
- (6) The Emergency Arbitrator shall apply the principles of Articles 49 (6) and 50 of the Rules for Expedited Arbitrations when apportioning the costs of the emergency proceedings.

# APPENDIX III

## SCHEDULE OF COSTS

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### ARBITRATION COSTS

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#### Article 1 Registration Fee

- (1) The Registration Fee referred to in Article 7 of the the Rules for Expedited Arbitrations is EUR 2 500.
- (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 51 of the Rules for Expedited Arbitrations.

#### Article 2 Fee of the Arbitrator

- (1) The Board shall determine the Fee of the Arbitrator based on the amount in dispute 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 Fee of the Arbitrator having regard to all relevant circumstances.
- (3) 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 having regard to all relevant circumstances.
- (3) In exceptional circumstances, the Board may deviate from the amounts set out in the table.

## **Article 4 Expenses**

In addition to the Fee of the Arbitrator and the Administrative Fee, the Board shall fix an amount to cover any reasonable expenses incurred by the Arbitrator and the SCC. The expenses of the Arbitrator may include the fee and expenses of any expert appointed by the Arbitrator pursuant to Article 35 of the Rules for Expedited Arbitrations.

## **Article 5 Pledge**

By paying the Advance on Costs pursuant to Article 51 (1) of the Rules for Expedited Arbitrations, each party irrevocably and unconditionally pledges to the SCC and to the Arbitrator, as represented by the SCC, any rights over any amount paid to the SCC as continuing security for any liabilities for the Costs of the Arbitration.

## ARBITRATOR'S FEE

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Amount in dispute (EUR)	Arbitrator's Fee (EUR)	
	Minimum (EUR)	Maximum (EUR)
to 25 000	<b>4 000</b>	<b>7 000</b>
from 25 001 to 50 000	<b>4 000 + 2 %</b> of the amount above 25 000	<b>7 000 + 6 %</b> of the amount above 25 000
from 50 001 to 100 000	<b>4 500 + 0,8 %</b> of the amount above 50 000	<b>8 500 + 4 %</b> of the amount above 50 000
from 100 001 to 500 000	<b>4 900 + 1,5 %</b> of the amount above 100 000	<b>10 500 + 3,4 %</b> of the amount above 100 000
from 500 001 to 1 000 000	<b>10 900 + 1 %</b> of the amount above 500 000	<b>24 100 + 2,4 %</b> of the amount above 500 000
from 1 000 001 to 2 000 000	<b>15 900 + 0,8 %</b> of the amount above 1 000 000	<b>36 100 + 1,6 %</b> of the amount above 1 000 000
from 2 000 001 to 5 000 000	<b>23 900 + 0,4 %</b> of the amount above 2 000 000	<b>52 100 + 1 %</b> of the amount above 2 000 000
from 5 000 001	To be determined by the Board	To be determined by the Board

## ADMINISTRATIVE FEE

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Amount in dispute (EUR)	Administrative Fee (EUR)
to 25 000	<b>2 500</b>
from 25 001 to 50 000	<b>2 500</b> + 2 % of the amount above 25 000
from 50 001 to 100 000	<b>3 000</b> + 1,5 % of the amount above 50 000
from 100 001 to 500 000	<b>3 750</b> + 0,75 % of the amount above 100 000
from 500 001 to 1 000 000	<b>6 750</b> + 0,5 % of the amount above 500 000
from 1 000 001 to 2 000 000	<b>9 250</b> + 0,25 % of the amount above 1 000 000
from 2 000 001 to 5 000 000	<b>11 750</b> + 0,12 % of the amount above 2 000 000
from 5 000 001	To be determined by the Board
	<b>Maximum 35 000</b>

*The Costs of the Arbitration may easily be calculated at [www.sccinstitute.com](http://www.sccinstitute.com)*



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