

**SWISS RULES OF
COMMERCIAL MEDIATION
OF THE SWISS CHAMBERS
OF COMMERCE
AND INDUSTRY**

**April 2007
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Swiss Chambers' Arbitration Institution
The Swiss Chambers of Commerce Association
for Arbitration and Mediation

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

SWISS RULES OF COMMERCIAL MEDIATION OF THE SWISS CHAMBERS OF COMMERCE AND INDUSTRY

Introduction

TO BETTER SERVE BUSINESS

The Swiss Chambers of Commerce are private institutions representing a multitude of companies within industry, the service sector and commerce. With the Swiss Rules of Commercial Mediation the Chambers of Commerce of Basel, Berne, Geneva, Neuchâtel, Vaud, Ticino and Zurich offer an alternative method for settling disputes.

Mediation is an alternative method of dispute resolution whereby two or more parties ask a neutral third party, the mediator, to assist them in settling a dispute or in avoiding future conflicts. The mediator facilitates the exchange of opinions between the parties and encourages them to explore solutions that are acceptable to all the participants. Unlike an expert the mediator does not offer his or her own views nor make proposals like a conciliator, and unlike an arbitrator he or she does not render an award.

The mediation can be terminated at any time, if the parties do not reach a mutually satisfactory settlement, or if one of the parties wants to discontinue the process.

A VOLUNTARY PROCESS

The Swiss Rules of Commercial Mediation are based on the voluntary participation of parties and their desire to resolve their dispute. They do not impose procedural rules on the parties. The parties are free to define proceedings as they see fit, and they can deviate from the rules if they so wish.

The parties are free to select their mediator as well. Therefore there are no lists of mediators, and there are no specific requirements for mediators. The Chambers propose and nominate a mediator only if the parties do not themselves select a mediator or fail to agree on a mediator. Mediators must be neutral, impartial and indepen-

dent of the parties. The Chambers insure that the mediator satisfies these conditions. The mediator also must undertake to respect the confidentiality of the proceedings at all times and to adhere to the European Code of Conduct for mediators.

MODEL CLAUSES

To help parties in taking recourse to mediation, the Rules offer various model clauses for contracts as well as clauses which can be used if a dispute has already arisen.

Under the Swiss Rules of Commercial Mediation a request for mediation can be submitted, if the parties:

- (a) have already agreed on these rules (article 3)
- (b) have already agreed on mediation, but not on the Swiss Rules of Commercial Mediation (article 4)
- (c) have not previously agreed on mediation (article 5).

If mediation fails to produce a settlement, parties can then agree to arbitration according to the rules of the Chambers (national arbitration rules or Swiss Rules of International Arbitration).

For further information: www.swisschambermediation.ch

Suggested Mediation Clauses

MEDIATION

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be submitted to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution in force on the date when the request for mediation was submitted in accordance with these Rules.

The seat of the mediation shall be ... (name of city in Switzerland, unless the parties agree on a city in another country), although the meetings may be held in ... (specify place).

The mediation proceedings shall be conducted in ... (specify desired language).

MEDIATION FOLLOWED BY ARBITRATION

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be submitted to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution in force on the date when the request for mediation was submitted in accordance with these Rules.

The seat of the mediation shall be ... (name of city in Switzerland, unless the parties agree on a city abroad), although the meetings may be held in ... (specify place).

The mediation proceedings shall be conducted in ... (specify desired language).

If such dispute, controversy or claim has not been fully resolved by mediation within 60 days from the date when the mediator(s) has (have) been confirmed or appointed, it shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date when the Notice of Arbitration was submitted in accordance with those Rules.

The number of arbitrators shall be ... ("one", "three", "one or three").

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

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

The arbitration shall be conducted in accordance with the provisions for Expedited Procedure (if so wished by the parties).

Suggested agreements to mediate when the parties are already involved in a dispute or a problem

MEDIATION

The undersigned parties hereby agree to submit to mediation in accordance with the Swiss Rules for Commercial Mediation of the Swiss Chambers' Arbitration Institution the following dispute.

(brief description of the dispute)

The seat of the mediation shall be ... (name of city in Switzerland, unless the parties agree on a city in another country), although the meetings may be held in ... (specify place).

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

MEDIATION FOLLOWED BY ARBITRATION

The undersigned parties hereby agree to submit to mediation in accordance with the Swiss Rules for Commercial Mediation of the Swiss Chambers' Arbitration Institution the following dispute.

(brief description of the dispute)

The seat of the mediation shall be ... (name of city in Switzerland, unless the parties agree on a city in another country), although the meetings may be held in ... (specify place).

The mediation proceedings shall be conducted in (specify desired language).

If such dispute, controversy or claim has not been fully resolved by mediation within 60 days from the date when the mediator(s) has (have) been confirmed or appointed, it shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date when the Notice of Arbitration was submitted in accordance with those Rules.

The number of arbitrators shall be ... ("one", "three", "one or three").

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

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

The arbitration shall be conducted in accordance with the provisions for Expedited Procedure (if so wished by the parties).

SWISS RULES OF COMMERCIAL MEDIATION OF THE SWISS CHAMBERS OF COMMERCE

I. Introductory Rules

SCOPE OF APPLICATION

Article 1

1. The Swiss Rules of Commercial Mediation (hereinafter “The Rules”) shall govern any mediation proceedings where the parties have agreed, whether by a prior contractual agreement or after a problem or a dispute has arisen, to refer their dispute to mediation under these Rules.
2. Unless the parties have agreed otherwise, these Rules shall apply as in force at the date when the Chambers received the request for mediation.

FILING OF THE REQUEST FOR MEDIATION

Article 2

1. Any party or parties wishing to have recourse to mediation under the Swiss Rules of Commercial Mediation of the Swiss Chambers of Commerce shall submit a request to one of the Swiss Chambers of Commerce listed in Appendix A of these Rules.
2. The request shall include:
 - (a) the names, addresses, telephone and fax numbers and e-mail addresses of the parties and their counsel if any;
 - (b) a copy of the agreement to mediate (unless the requesting party is filing a request according to Article 5 of these Rules);
 - (c) a short description of the dispute and, if applicable, an estimate of the amount in dispute;
 - (d) a joint designation of the mediator or, failing an agreement, a description as to any qualifications required;
 - (e) any comments on the language of the proceedings;
 - (f) the payment of the registration fee, as required by article 28(a) of these Rules and the Schedule for Mediation

Costs included in these Rules (Appendix B of these rules), to the account of the Chamber to which the request for mediation is submitted as listed in Appendix A.

3. The request and the enclosed documents shall be submitted in as many copies as there are parties, as well as one copy per mediator and one copy for the Chambers.
4. The party (or parties) requesting mediation shall pay the registration fee provided for by the Schedule in force, pursuant to Appendix B of these Rules. The request shall be registered by the Chambers upon receipt of the registration fee.
5. The request for mediation, together with any existing agreement to mediate, shall be submitted in German, French, Italian or English. Failing that, the Chambers shall set a time-limit to the requesting party or parties to submit a translation into one of these languages. If the translation is submitted within said time-limit, the request for mediation is deemed to have been validly submitted at the date when the initial version was received by the Chambers. Any attachments or exhibits may be submitted in their original language.

*WHERE THE PARTIES HAVE AGREED TO
THE APPLICATION OF THESE RULES*

Article 3

1. Where the parties have agreed to the application of these Rules and a request for mediation has been submitted, the Chambers shall determine whether the mediator designated by the parties may be confirmed and shall proceed as provided for by article 9 of these Rules. Where the parties have not jointly designated a mediator, the Chambers shall proceed as provided for by article 8 of these Rules.
2. Where the request for mediation was submitted by one party, the Chambers, after receipt of the registration fee, shall provide a copy of the request to the other party or parties and grant a 15-day time-limit for the joint designation of the mediator.
3. If no positive answer is received by the Chamber or if the parties fail to jointly designate the mediator, the Chambers shall appoint the mediator.

*WHERE THE PARTIES HAVE AGREED TO MEDIATE THEIR
DISPUTE WITHOUT SPECIFYING THESE RULES*

Article 4

1. Where the parties have agreed to refer their dispute to mediation, but without specifying these Rules, the Chambers shall,

upon receipt of a request for mediation submitted by one party and of the registration fee, provide the other party or parties with a copy of the request and of the documents, and set a 15-day time-limit to the parties to agree on the application of these Rules and to designate a mediator.

2. In cases where all the parties agree to refer their dispute to the Swiss Rules of Commercial Mediation of the Swiss Chambers of Commerce, the mediation proceedings are governed by these Rules. The mediation proceedings are deemed to commence on the date on which the Chambers received the written consent to mediation signed by all the parties.
3. If no answer is received within the time-limit or in case of an explicit refusal by any party to refer the dispute to these Rules, the request for mediation is deemed to be rejected and the mediation proceedings shall not commence. The Chambers shall promptly inform the requesting party in writing and close the file. The registration fee is not refundable.

THE PARTIES HAVE NO PRIOR AGREEMENT TO MEDIATE
Article 5

1. Where there is no prior agreement in favour of mediation, a party to a dispute may request the Chambers to invite the other party or parties to agree to accept mediation under these Rules.
2. The requesting party shall submit to the Chambers a request for mediation which shall contain the elements provided for in article 2 of these Rules.
3. Upon receipt of the registration fee, the Chambers shall inform the other party or parties and invite them to agree to refer the dispute to mediation under these Rules. A 15-day time-limit is granted to the other party or parties to decide to accept mediation and to designate the mediator.
4. Upon agreement by all the parties, the mediation proceedings are submitted to these Rules. The mediation proceedings are deemed to commence on the date on which the Chambers received the written consent to mediation signed by all the parties.
5. If no answer is received within the time-limit or in case of an explicit refusal by any party to refer the dispute to these Rules, the request for mediation is deemed to be rejected and the mediation proceedings shall not commence. The Chambers shall promptly inform the requesting party in writing and close the file. The registration fee is not refundable.

*ARBITRATION AGREEMENT***Article 6**

If the parties do not completely resolve the dispute by mediation and they are bound by an agreement to arbitrate referring to the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce or to the domestic arbitration Rules of one of the Chambers, the Chambers, upon receipt of the Notice of Arbitration, shall proceed as provided for by the applicable arbitration Rules.

II. Selection of Mediator(s)*NUMBER OF MEDIATORS***Article 7**

1. Unless the parties agree otherwise or the Chambers recommend otherwise, a single mediator shall be appointed.
2. Where there is more than one mediator, the mediators are selected in accordance with the parties' joint wishes. In general, where the mediators are selected successively, the first mediator is consulted for the selection of the other mediator(s).

*DESIGNATION OF A MEDIATOR BY THE PARTIES***Article 8**

1. The parties may jointly designate a mediator when the request for mediation is filed. Where the mediator designated by the parties cannot be confirmed by the Chambers or refuses his/her designation, the Chambers shall grant a 15-day time-limit to the parties for the joint designation of a new mediator.
2. Where the parties did not jointly designate a mediator in the request for mediation or failed to jointly designate a mediator within the time-limit set by the Chambers, the Chambers shall submit to the parties a list of at least three names of mediators suggested after considering the nature of the dispute and the qualifications required. The parties shall be invited, within a short time-limit set by the Chambers, to designate a mediator from among those on the list. Failing an agreement by the parties within the time-limit set forth, the Chambers shall appoint the mediator from among the suggested names.
3. If, within five days of the receipt of the Chambers' notice of appointment, a party objects to the appointment in writing stating reasons that are considered appropriate by the Chambers, the Chambers may promptly appoint another mediator.

*CONFIRMATION OF MEDIATORS BY THE CHAMBERS***Article 9**

1. All joint designations of mediator(s) by the parties are subject to confirmation by the Chambers, upon which the appointment shall become effective. The Chambers have no obligation to give reasons when they do not confirm a mediator.
2. In order to be in a position to decide on the confirmation, the Chambers shall request from the prospective mediator(s) his/her agreement to serve, his/her curriculum vitae, his/her statement of independence duly dated and signed, and his/her adherence to the European Code of Conduct for Mediators (Article 13). The statement of independence shall contain, if applicable, disclosure of information in conformity with Article 12, paragraph 2 of these Rules.

*REPLACEMENT OF THE MEDIATOR***Article 10**

If the mediator is no longer in a position to fulfil his/her duties or is no longer accepted by the parties, the Chambers shall, upon joint request of the parties, proceed as provided for in Article 8 of these Rules.

*TRANSMISSION OF THE FILE TO THE MEDIATOR***Article 11**

After his/her confirmation or appointment, the Chambers transmit the file to the mediator. They shall invite the mediator to promptly convene the parties to a joint preliminary session.

III. Qualifications and Role of the Mediator*INDEPENDENCE, NEUTRALITY AND IMPARTIALITY
OF THE MEDIATOR***Article 12**

1. The mediator shall be and remain at all times impartial, neutral and independent from the parties.
2. Prior to his/her confirmation or appointment by the Chambers, the prospective mediator shall disclose any circumstances known to him/her that may likely give rise to justifiable doubts as to his/her impartiality, neutrality or independence towards the parties.

3. If, in the course of the mediation, the mediator discovers the existence of any circumstances likely to affect his/her impartiality or independence towards the parties, he/she informs the parties. Upon their consent, the mediator continues to serve. If the parties disagree, the mediator stays the mediation and informs the Chambers, which shall proceed to replace the mediator.

CODE OF CONDUCT

Article 13

Anyone who accepts to act as mediator under the Swiss Rules of Commercial Mediation shall undertake in writing to comply with the European Code of Conduct for Mediators attached to these Rules.

ROLE OF THE MEDIATOR

Article 14

1. The mediator helps the parties in their attempt to reach an acceptable and satisfactory resolution of their dispute. He/she has no authority to impose a settlement on the parties.
2. The mediator and the parties shall be guided by fairness and respect.

IV. Procedural Rules

CONDUCT OF THE PROCEEDINGS

Article 15

1. The mediation shall be conducted in the manner agreed to by the parties. Failing such an agreement, the mediator shall conduct the mediation proceedings as he/she considers appropriate, taking into account the circumstances of the case, the wishes expressed by the parties, and the need for a prompt settlement of the dispute.
2. With the parties' agreement, the mediator determines the place of the meetings, the language of the mediation, the possibility of separate caucuses (Article 15, paragraph 3), the timetable, if any, the submissions of written pleadings and documents, if any, and equal attendance by other persons. The mediator may ask the parties to sign a mediation agreement.
3. The mediator may, if he/she considers appropriate, hear the parties separately. Any information given in such separate ses-

sions (caucuses) is confidential and will not be revealed to the other party without prior consent.

4. Whenever necessary, the mediator may, provided the parties agree and assume the expenses, seek expert advice concerning technical aspects of the dispute.
5. The mediator may end the mediation whenever, in his/her opinion, further efforts would not contribute to a resolution of the dispute between the parties. The mediator may then suggest other dispute resolution tools to the parties, including:
 - (a) an expert determination of one or more particular issues of the dispute;
 - (b) the submission of last offers;
 - (c) arbitration.

SEAT OF THE MEDIATION

Article 16

Unless otherwise agreed by the parties, the seat of the mediation is at the place of the Chamber where the request was submitted, although meetings may be held elsewhere.

APPLICABLE LAW

Article 17

1. Unless otherwise agreed by the parties, mediation is subject to Swiss law.
2. The relationship between the Chambers and any person intervening in the mediation proceedings (parties, mediator(s), expert(s), etc.) is subject to Swiss law.

CONFIDENTIALITY

Article 18

1. Mediation is confidential at all times. Any observation, statement or proposition made before the mediator or by him/herself cannot be used later, even in case of litigation or arbitration, unless there is a written agreement of all the parties.
2. The sessions are private. The parties may, with the consent of the mediator, agree that other persons attend the sessions.

*REPRESENTATION***Article 19**

The parties shall appear in person to all mediation sessions or through duly authorized and empowered representatives, whose names and addresses shall be communicated in writing to the mediator, to the other parties and to the Chambers. The parties may also be assisted by counsel of their choice.

V. Termination of the mediation*END OF MEDIATION***Article 20**

1. A mediation under these Rules shall be deemed to have ended:
 - (a) upon the signing by all parties of a settlement agreement putting an end to the dispute;
 - (b) at any time, by notification in writing by a party or the parties to the mediator and to the Chambers of its/their decision to end the mediation;
 - (c) upon expiration of any termination time-limit set by the parties and the mediator for the resolution of the dispute, if not extended by all the parties;
 - (d) in case of non-payment, by the parties, of the advance on costs according to the enclosed Schedule of costs.
2. At the end of the mediation, the mediator shall promptly inform the Chamber in writing that the mediation proceedings are terminated. He/she shall indicate the date of the termination and whether it resulted in a full or partial settlement.
3. The Chambers shall confirm in writing to the parties and to the mediator the end of the mediation proceedings.
4. The mediator shall destroy any document or brief in his/her possession 90 days after the end of the mediation unless he/she is involved in subsequent proceedings as envisaged in Article 22 of these Rules.

*THE SETTLEMENT AGREEMENT***Article 21**

Unless otherwise agreed to by the parties in writing, no settlement is reached until it has been made in writing and signed by the relevant parties.

*SUBSEQUENT PROCEEDINGS***Article 22**

1. Unless the parties expressly agree otherwise, the mediator cannot act as arbitrator, judge, expert, or as representative or advisor of one party in any subsequent proceedings initiated against one of the parties to the mediation after the commencement of the mediation.
2. If the parties decide to designate the mediator as arbitrator, judge or expert in any subsequent arbitral proceedings, the latter may take into account information received during the course of the mediation.

VI. Mediation and Arbitration*RECOURSE TO ARBITRATION***Article 23**

1. In international mediations, the parties may jointly agree in writing at any time during the course of their mediation to refer their dispute or any part of their dispute to an Arbitral Tribunal under the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce for resolution by arbitration. Either party may then initiate arbitration proceedings under those Rules, including the provisions for an Expedited Procedure under article 42 of those Rules, by submitting a notice of arbitration as provided for by Article 3 of those Rules. If the parties settle the dispute during the arbitral proceedings, article 34 of those Rules shall be applicable for the rendering of an award on agreed terms.
2. In domestic mediations, the parties may jointly agree in writing at any time during the course of their mediation to refer their dispute or any part of their dispute, to the domestic arbitration Rules of one of the Chambers for resolution by arbitration. Either party may then initiate arbitration proceedings under those Rules, including an expedited or fast-track procedure as may be provided for by those Rules, by submitting a request or notice of arbitration as provided for by those domestic Rules. If the parties settle the dispute during the arbitral proceedings,

the domestic Rules shall govern, where applicable, the procedure for the rendering of an award on agreed terms.

*MEDIATION DURING THE COURSE OF
ARBITRAL PROCEEDINGS*

Article 24

1. In all arbitral proceedings pending before the Chambers where mediation appears to be worth trying, whether in whole or in part, the Chambers or the arbitrator(s) may suggest to the parties to amicably resolve their dispute, or a certain part of it, by having recourse to a mediator.
2. If the parties agree to accept mediation under these Rules, the Chambers shall, upon receipt of a request for mediation filed in accordance with Article 2 of these Rules and upon receipt of the registration fee, proceed with the selection of the mediator in accordance with Chapter II of these Rules.

VII. Exclusion of Liability

EXCLUSION OF LIABILITY

Article 25

1. None of the Chambers or their staff, mediator(s), or appointed experts shall be liable for any act or omission in connection with any mediation proceedings conducted under these Rules, save where their act or omission is shown to constitute deliberate wrongdoing or extremely serious negligence.
2. After the settlement of the dispute or the end of the mediation, neither the Chambers nor the mediator(s) or the appointed experts shall be under any obligation to make statements to any person or tribunal about any matter concerning the mediation, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the mediation.

VIII. Costs

RATES

Article 26

The expenses and fees of mediation are set pursuant to the Schedule of costs (Appendix B to these Rules) in force at the time of the filing of the request for mediation.

*APPORTIONMENT OF THE COSTS***Article 27**

1. Unless otherwise agreed by the parties, all mediation costs shall be equally split amongst the parties. The parties are jointly and severally responsible for the payment of all the mediation fees and costs.
2. The personal expenses incurred by one party in relation with the mediation (for example legal fees, hotel, travel, etc.) are borne by this party and are not included in the costs of the mediation.

*THE CHAMBERS' FEES***Article 28**

The fees due to the Chambers pursuant to the Schedule for the mediation costs according to Appendix B of these Rules include:

- (a) registration fee paid by the requesting party or parties when filing the request for mediation;
- (b) administrative fees calculated as a percentage of the mediator's fees. These fees are due to the Chambers by the mediator.

*THE MEDIATORS' FEES***Article 29**

Unless otherwise agreed by the parties, the mediators' fees are calculated on the basis of an hourly rate, or if applicable a daily rate, set out in the Schedule for mediation costs (Appendix B of these Rules).

*ADVANCE PAYMENT FOR COSTS***Article 30**

1. At any time during the proceedings, the mediator may request each party to deposit an equal amount (unless otherwise agreed) as advance payment towards the costs of the mediation.
2. The mediator shall provide a copy of such request for information to the Chambers
3. If the required deposits are not paid in full by the parties within a specified time-limit, the mediator may stay the proceedings or inform the Chambers in writing that the mediation is terminated.

*STATEMENT OF COSTS***Article 31**

1. Upon termination of the mediation, the mediator provides an invoice for his/her fees and costs to the parties and the Chambers.
2. The mediator shall include the expenses incurred in the course of the proceedings, the number of hours or days spent by the mediator, the hourly or daily rate and any advances paid by the parties. He/she shall also mention the amount of any administrative fees which are due to the Chambers.
3. Any excess payment shall be reimbursed to the parties in proportion to their payments.

Appendix A: Addresses of the Chambers of Commerce

Basel Chamber of Commerce

Aeschenvorstadt 67
P.O. Box
CH-4010 Basel
Telephone: +41 61 270 60 50
Fax: +41 61 270 60 05
E-mail: basel@swissarbitration.org
Bank details: UBS AG, CH-4002 Basel
Account No: 292-10157720.0
Clearing No: 292
SWIFT code: UBSWCHZH80A
IBAN: CH98 0029 2292 10157720 0

Chamber of Commerce and Industry of Bern

Kramgasse 2
P.O. Box 5464
CH-3001 Bern
Telephone: +41 31 388 87 87
Fax: +41 31 388 87 88
E-mail: bern@swissarbitration.org
Bank details: Berner Kantonalbank AG
Account No: KK 16 166.151.0.44 HIV Kanton Bern
Clearing No: 790
SWIFT code: KBBECH22
IBAN: CH35 0079 0016 1661 5104 4

Geneva Chamber of Commerce, Industry and Services

4, Boulevard du Théâtre
P.O. Box 5039
CH-1211 Geneva 11
Telephone: +41 22 819 91 11
Fax: +41 22 819 91 36
E-mail: geneva@swissarbitration.org
Bank details: UBS SA, Rue du Rhône 8, 1204 Genève
Account No: 279-HU108533.1
Clearing No: 279
SWIFT code: UBSWCHZH80A
IBAN: CH13 0027 9279 HU1085331

Neuchâtel Chamber of Commerce and Industry

4, rue de la Serre
P.O. Box 2012
CH-2001 Neuchâtel
Telephone: +41 32 727 24 27
Fax: +41 32 727 24 28
E-mail: neuchatel@cnci.ch
Bank details: Banque Cantonale Neuchâteloise, Neuchâtel
Account No: C0029.20.09
Clearing No: 766
SWIFT code: BCNNCH22
IBAN: CH69 0076 6000 C002 9200 9

Chamber of Commerce and Industry of Ticino

Corso Elvezia 16
P.O. Box 5399
CH-6901 Lugano
Telephone: +41 91 911 51 11
Fax: +41 91 911 51 12
E-mail: lugano@swissarbitration.org
Bank details: Banca della Svizzera Italiana (BSI), Via Magatti 2,
CH-6901 Lugano
Account No: A201021A
Clearing No: 8465
SWIFT code: BSILCH22
IBAN: CH64 0846 5000 0A20 1021 A

Chamber of Commerce and Industry of Vaud

Avenue d'Ouchy 47
P.O. Box 315
CH-1001 Lausanne
Telephone: +41 21 613 35 31
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E-mail: lausanne@swissarbitration.org
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Account No: U5284.78.17
Clearing No: 767
SWIFT code: BCVLCH2LXXX
IBAN: CH44 0076 7000 U528 4781 7

Zurich Chamber of Commerce

Selnaustrasse 32
P.O. Box 3058
CH-8022 Zurich
Telephone: +41 44 217 40 50
Fax: +41 44 217 40 51
E-mail: zurich@swissarbitration.org
Bank details: Credit Suisse, CH-8070 Zurich
Account No: 497380-01
Clearing No: 4835
SWIFT code: CRESCHZZ80A
IBAN: CH62 0483 5049 7380 0100 0

Appendix B: Schedule for the Costs of Mediation

1. Chambers' Fees

- 1.1 When submitting a request for mediation, the requesting parties shall each pay CHF 300 for the Chambers' registration fee.
- 1.2 Where the request for mediation is submitted by one party, this party pays CHF 600 for the Chambers' registration fee.
- 1.3 The Chambers shall not proceed unless and until the registration fee is fully paid.
- 1.4 The registration fee is not refundable.
- 1.5 The Chambers receive administrative fees of 10% calculated on the basis of the fees set by the mediator. These fees are paid by the mediator to the Chambers at the end of the proceedings.

2. Mediators' fees

- 2.1 The hourly rate shall in principle be between CHF 200 and CHF 500, of which 10% is for the Chambers' administrative fees.
- 2.2 The daily rate shall in principle be between CHF 1'500 and CHF 2'500, of which 10% is for the Chambers' administrative fees.
- 2.3 The parties and the mediator may agree on other rates. The 10% for the Chambers' administrative fees cannot be changed.

EUROPEAN CODE OF CONDUCT FOR MEDIATORS

1. COMPETENCE AND APPOINTMENT OF MEDIATORS

1.1 Competence

Mediators shall be competent and knowledgeable in the process of mediation. Relevant factors shall include proper training and continuous updating of their education and practice in mediation skills, having regard to any relevant standards or accreditation schemes.

1.2 Appointment

The mediator will confer with the parties regarding suitable dates on which the mediation may take place. The mediator shall satisfy him/herself as to his/her background and competence to conduct the mediation before accepting the appointment and, upon request, disclose information concerning his/her background and experience to the parties.

1.3 Advertising/promotion of the mediator's services

Mediators may promote their practice, in a professional, truthful and dignified way.

2. INDEPENDENCE AND IMPARTIALITY

2.1 Independence and neutrality

The mediator must not act, or, having started to do so, continue to act, before having disclosed any circumstances that may, or may be seen to, affect his or her independence or conflict of interests. The duty to disclose is a continuing obligation throughout the process.

Such circumstances shall include

- any personal or business relationship with one of the parties,
- any financial or other interest, direct or indirect, in the outcome of the mediation, or
- the mediator, or a member of his or her firm, having acted in any capacity other than mediator for one of the parties.

In such cases the mediator may only accept or continue the mediation provided that he/she is certain of being able to carry out the mediation with full independence and neutrality in order to guarantee full impartiality and that the parties explicitly consent.

2.2 Impartiality

The mediator shall at all times act, and endeavour to be seen to act, with impartiality towards the parties and be committed to serve all parties equally with respect to the process of mediation.

3. THE MEDIATION AGREEMENT, PROCESS, SETTLEMENT AND FEES

3.1 Procedure

The mediator shall satisfy himself/herself that the parties to the mediation understand the characteristics of the mediation process and the role of the mediator and the parties in it.

The mediator shall in particular ensure that prior to commencement of the mediation the parties have understood and expressly agreed the terms and conditions of the mediation agreement including in particular any applicable provisions relating to obligations of confidentiality on the mediator and on the parties.

The mediation agreement shall, upon request of the parties, be drawn up in writing.

The mediator shall conduct the proceedings in an appropriate manner, taking into account the circumstances of the case, including possible power imbalances and the rule of law, any wishes the parties may express and the need for a prompt settlement of the dispute. The parties shall be free to agree with the mediator, by reference to a set of rules or otherwise, on the manner in which the mediation is to be conducted.

The mediator, if he/she deems it useful, may hear the parties separately.

3.2 Fairness of the process

The mediator shall ensure that all parties have adequate opportunities to be involved in the process.

The mediator if appropriate shall inform the parties, and may terminate the mediation, if:

- a settlement is being reached that for the mediator appears unenforceable or illegal, having regard to the circumstances of the case and the competence of the mediator for making such an assessment, or
- the mediator considers that continuing the mediation is unlikely to result in a settlement.

3.3 The end of the process

The mediator shall take all appropriate measures to ensure that any understanding is reached by all parties through knowing and informed consent, and that all parties understand the terms of the agreement.

The parties may withdraw from the mediation at any time without giving any justification.

The mediator may, upon request of the parties and within the limits of his or her competence, inform the parties as to how they may formalise the agreement and as to the possibilities for making the agreement enforceable.

3.4 Fees

Where not already provided, the mediator must always supply the parties with complete information on the mode of remuneration which he intends to apply. He/she shall not accept a mediation before the principles of his/her remuneration have been accepted by all parties concerned.

4. CONFIDENTIALITY

The mediator shall keep confidential all information, arising out of or in connection with the mediation, including the fact that the mediation is to take place or has taken place, unless compelled by law or public policy grounds. Any information disclosed in confidence to mediators by one of the parties shall not be disclosed to the other parties without permission or unless compelled by law.

