



ARBITRATION INSTITUTE  
OF THE STOCKHOLM CHAMBER OF COMMERCE

# GUIDELINES TO THE SCC RULES FOR EXPRESS DISPUTE ASSESSMENT

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## THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE GUIDELINES TO THE SCC RULES FOR EXPRESS DISPUTE ASSESSMENT

### 1. WHAT IS SCC EXPRESS?

The SCC Rules for Express Dispute Assessment (SCC Express) provide for an alternative form of dispute resolution, designed to meet a specific need identified among arbitration users. It is a consent-based and confidential process through which parties to a dispute receive a legal assessment of the dispute in less than a month, for a fixed fee.

The assessment is conducted by a neutral legal expert (the Neutral) who manages the proceedings closely and plays an active role in the proceedings. The findings of the assessment include the Neutral's position and reasoning on the issues presented by the parties. The parties can agree to make the assessment contractually binding or use the non-binding findings to guide settlement discussions or other ways forward.

SCC Express may be attractive to parties who, for instance:

- are willing to accept a more streamlined and focused dispute resolution process in favour of time and cost-efficiency;
- want to know how a would-be arbitrator might decide their case, without committing to a full arbitration; or
- trust each other to accept the outcome of the proceeding without the need for legal enforcement.

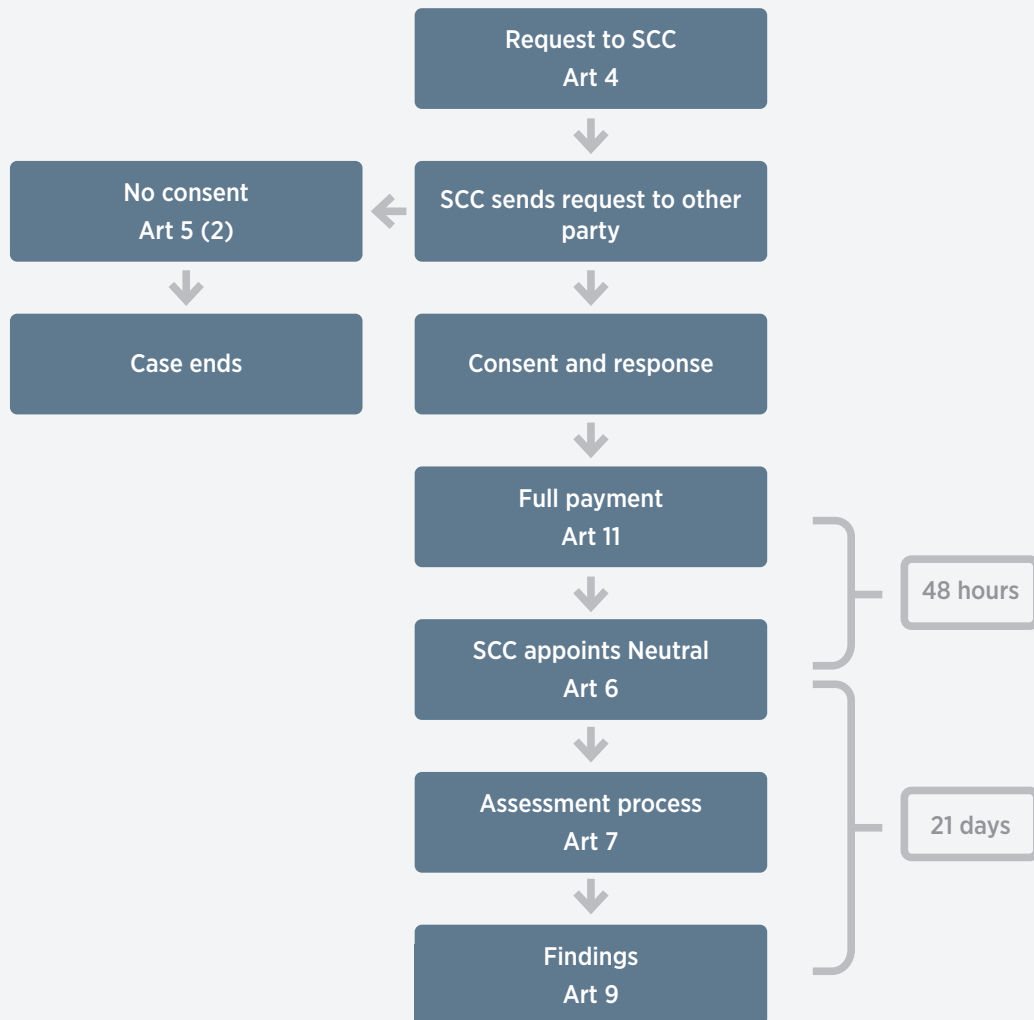
For more on when and in what types of disputes SCC Express may be suitable, see below *SCC Express Compared to Arbitration and Mediation and The main features*.

SCC Express responds to arbitration users' calls for time and cost-efficiency. It also recognises that many disputes can be resolved without a full-length arbitration, and that an enforceable award often may not be necessary. SCC Express originated in the need expressed by arbitration users for a streamlined proceeding with a predictable price tag. Some users were already using emergency arbitration, a process intended only for interim relief, for this purpose.

Against this background, and in consultation with users and dispute resolution counsel, the SCC developed the Rules for Express Dispute Assessment – a tool between mediation and arbitration that provides parties with a legal assessment or resolution of their dispute in three weeks, at a predictable cost.

These guidelines are intended to provide information on procedure and use of the Rules for Express Dispute Assessment. They should not be understood as additional rules.

## 2. OUTLINE OF THE SCC EXPRESS PROCEEDINGS



### 3. SCC EXPRESS COMPARED TO ARBITRATION AND MEDIATION

SCC Express was designed to fill a gap in the dispute resolution spectrum. Some of its features are shared by arbitration and mediation, while others are unique. For example, SCC Express results in a legal assessment (or a *decision* if the parties have agreed to make the findings binding) rather than the mutually acceptable compromise reached in a successful mediation. And compared to the tribunal in a typical arbitration, the Neutral in an SCC Express proceeding may play a more inquisitorial role, actively engaging with the parties and providing directions as to facts and issues to be addressed by them.

The table below highlights the main features, similarities and differences between SCC Express, SCC arbitration and SCC mediation.

	SCC Arbitration	SCC Expedited Arbitration	SCC Express	SCC Mediation
<b>Scope</b>	The parties can bring unlimited claims and counter-claims, alternative arguments, and lots of evidence. Most suitable choice for complex disputes.	Intended for less complex disputes that can be resolved through two written submissions per party, and without the need for a hearing.	Intended primarily for less complex disputes, or disputes that hinge on a few legal or limited factual issues.  It can also be used for a broad assessment of a complex dispute.	Varies.
<b>Time frame</b> (from referral to decision maker until decision)	Under the Rules, 6 months from referral to award.  In practice, the majority of SCC awards are rendered within 6-12 months.	Under the Rules, 3 months from referral to award.  In practice, 50-60 percent of SCC awards rendered within 3 months, remainder within 6 months.	21 days from referral to findings.	Varies.
<b>Cost</b>	Depends on amount in dispute.  Counsel fees are often the largest cost in arbitration, and increase with length of proceedings.	Depends on amount in dispute.  Counsel fees are often the largest cost in arbitration, and increase with length of proceedings.	Flat fee.  (EUR 29 000)  Counsel fees for a short, streamlined proceeding may be considerably lower than for an arbitration.	Depends on time spent by the mediator (scope of mediation).



	SCC Arbitration	SCC Expedited Arbitration	SCC Express	SCC Mediation
Evidence	Vast amounts of written and oral evidence, possible site visits.	Limited scope of written evidence and limited or no opportunity for oral evidence..	Limited scope of written evidence and limited or no opportunity for oral evidence.	Varies.
Role of decision maker	The tribunal typically listens to parties present their cases without interfering or asking questions.	The arbitrator typically listens to parties present their cases without interfering or asking questions.	The Neutral may play an active role and request from the parties information needed to assess the dispute.	The mediator negotiates between the parties, often consulting privately with each party.
Outcome	An arbitration award, which is legally binding and enforceable.	An arbitration award, which is legally binding and enforceable.	A legal assessment of the dispute, which the parties may make contractually binding. The parties may also appoint the Neutral as arbitrator and confirm the findings in an arbitral award.	If successful, the mediation ends in a settlement agreement. The parties may also appoint the mediator as arbitrator and confirm the settlement in an arbitral award.



## 4. PRACTICAL APPLICATION OF THE SCC EXPRESS RULES

### ***SCC Express is a stand-alone service – Article 1***

The SCC Express is a stand-alone dispute resolution service offered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The rules are not interdependent on any other rules adopted by the SCC, such as the Arbitration Rules, Rules for Expedited Arbitration or Mediation Rules.

#### **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 rules for arbitration adopted by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC Rules”) 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.

#### ***The main features – Article 2***

The purpose of Article 2 is to introduce the main features of the SCC Express Rules, which are further set out in detail in later articles:

- the role of the Neutral (Art. 6),
- the nature of the proceedings (Art. 7),
- the consent requirement (Art. 5), and
- the default non-binding nature of the findings (Art. 9).

#### **Article 2 Express Dispute Assessment**

(1) Any party to a dispute may request that the Board appoint a neutral assessor (the “Neutral”) to evaluate in a prompt manner one, several, or all issues of fact or law relating to the dispute (an “Express Dispute Assessment” or “Assessment”). Such Assessment may be useful, for instance, where the parties are willing to reduce the scale of their process and forgo certain procedural steps in favour of time and cost efficiency.

(2) The Express Dispute Assessment requires the consent of all parties to the dispute. The parties can consent to the Assessment in an underlying agreement or at any other time.

(3) The Express Dispute Assessment is not conditioned upon an agreement to arbitrate under the rules of the SCC.

(4) Unless the parties agree otherwise, the findings of the Neutral are not binding. The parties may agree to make the findings of the Neutral contractually binding. Subject to the consent of the Neutral, the parties may also agree to appoint the Neutral as an arbitrator to confirm the findings in an arbitral award.

**Article 2(1)** explains that the Neutral evaluates the dispute, which means that he or she assesses the merits of the parties’ legal and factual representations, in the context of their contract and the applicable law. The findings of the Neutral include that assessment as well as the Neutral’s position — much like an arbitrator’s reasoning and decision. As such, the Findings are qualitatively different than the mutually acceptable compromise between the parties that is reached in a successful mediation.

**Article 2(1)** also states that the parties may ask the Neutral to evaluate “one, several or all issues of fact or law relating to the dispute.” This language is intentionally broad, in order to allow for both (a) an in-depth assessment of a narrow issue, and (b) a broad assessment of a complex dispute. The appropriateness of submitting the issue(s) or dispute to the procedure under the SCC Express Rules will depend on the circumstances in the individual case and the time constraints inherent in the procedure (see below, *Timing of the findings*). Users have stated that SCC Express may be particularly suitable for disputes where the central issue is a matter of law, contract interpretation, or a limited factual disagreement. This may include, for instance:

- where disputes arise in the context of a long-term contractual relationship between the parties, e.g. between a company and its key suppliers, or in ongoing construction projects;
- where the parties disagree on a single issue, e.g. the meaning of a contract term;
- where disputes arise in relation to closing conditions in M&A transactions;
- certain human-resources disputes, e.g. those relating to executive level terminations; or
- to resolve a deadlock between the parties.

There are, of course, limits to what the parties can produce and what the Neutral can assess within the 21-day time limit stipulated by the Rules. SCC Express may not be desirable for complex or fact-heavy disputes that require extensive evidence, where a Neutral would be able to perform only a surface-level review within the stipulated timeframe. However, it is up to the parties to decide whether there is value in such a review — it may serve to inform the parties’ settlement negotiations or to reduce the number of disputed issues in a subsequent arbitration.

**Article 2(1)** notes that SCC Express may be useful in situations where the parties are “willing to reduce the scale of their process and forgo certain procedural steps in favour of time and cost efficiency.” Users have indicated that this may be the case in the following situations:

- for companies that see large numbers of disputes, not all of which warrant the time commitment and unpredictable costs related to arbitration;
- where the parties need an objective baseline for settlement discussions; and
- for parties with an established relationship who trust each other to accept the outcome of the proceeding without the need for legal enforcement.

Users will balance the benefits of SCC Express against the perceived risks, in light of the circumstances of the dispute or the contractual relationship. In some contexts, the time and cost savings may outweigh the risks of leaving some stones unturned. In other contexts, opting out of enforceability may not be an acceptable trade-off.

### **The consent requirement – Articles 2(2) and 5**

SCC Express is available to all parties who want to find a quick resolution to the issue or dispute between them and who consent to the procedure. Under **Article 2(2)**, an SCC arbitration agreement is neither necessary nor sufficient for the parties to use SCC Express. Instead, as stipulated by **Article 2(2)**, the parties must consent to the assessment. The practicalities around the consent requirement are detailed in **Article 5**.

#### **Article 5 Notice and consent**

(1) The Secretariat shall send the request to the other party and provide the other party an opportunity to respond to the request.

(2) Unless consent of all parties to the dispute is included with the request, the Secretariat shall inquire whether the other party consents to the Express Dispute Assessment. In the absence of such consent, the Board shall dismiss the request against that party.

(3) If a party to the dispute who has consented to the Express Dispute Assessment in an underlying agreement or otherwise subsequently declines to participate, the requesting party may choose to proceed with the Assessment and bear the non-participating party's share of the Costs in Article 11 below.

#### **The parties' consent can be ascertained in three ways:**

1. The parties have agreed in a contract that any disputes should be submitted for SCC Express Dispute Assessment. When a party submits a request, the SCC invites the other party to respond, and requests payment from both parties.
2. When a dispute arises, the parties agree to submit it to SCC Express. The parties' agreement of consent is included with the request, which may be submitted by one party or by the parties jointly. If submitted by one party, the SCC invites the other party to respond, and requests payment from both parties.
3. When a dispute arises, one party decides to request an SCC Express Assessment. The SCC forwards the request to the other party and inquires whether it consents to the procedure. If it does not, the SCC will dismiss the request against that party.

In multiparty situations, consent is not required from all parties to the contract(s), but all parties to the dispute or issues submitted to SCC Express must consent to the procedure for the assessment to proceed.

If a party that has consented in one of these three ways later decides not to participate in the proceedings, the SCC will ask the requesting party (or parties) if it wants to proceed without the other party's involvement (so-called *ex parte* proceedings). Parties that choose to proceed will bear the full costs detailed in **Article 11**. All communications, as well as the findings, will be sent to the non-participating party throughout the proceedings.



### ***The predictability of a fixed fee – Article 11***

User consultations showed that predictability of cost is an important advantage of SCC Express. Therefore, the Rules provide for fixed fees.

#### **Article 11 Costs of the Express Dispute Assessment**

(1) The Costs of the Express Dispute Assessment include:

- (i) the fee of the Neutral, in the amount of EUR 25 000;
- (ii) a non-refundable Administrative Fee of EUR 4 000.

(2) Unless the parties agree otherwise, or article 5(3) applies, the Costs and reasonable expenses of the Neutral shall be paid by the parties in equal shares.

(3) In exceptional cases, the Board may decide to increase or reduce the fee of the Neutral set out in paragraph (1) above, having regard to the length of the proceedings, the work required of the Neutral, the scope of the parties' submissions, and any other relevant circumstances.

(4) If payment of the Costs set out in paragraph (1) above is not made in due time, the Board shall dismiss the request.

(5) The parties shall bear their own costs for legal representation and other incurred costs.

**Article 11(1)** sets out the total cost of the Express Assessment, which amounts to EUR 29 000 – the Neutral's fee of EUR 25 000, and the SCC administrative fee of EUR 4 000.

**Article 11(3)** allows the SCC to increase or reduce the fee of the Neutral in exceptional cases. The SCC acknowledges that users value predictability of costs highly, why the SCC applies this provision conservatively. Fee increases are reserved for cases where the amount of work required by the Neutral was significantly higher than what was reasonably expected.

The Neutral's fee may be reduced where the amount of work required by the Neutral was significantly less than expected, for example where the parties settled their dispute shortly after referral to the Neutral.

### **Initiating an SCC Express Assessment – Articles 4 and 5**

An SCC Express Dispute Assessment is initiated when one party, or potentially several parties jointly, submits a request to the SCC.

#### **Article 4 Request for an Express Dispute Assessment**

A request for the appointment of a Neutral to conduct an Express Dispute Assessment 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 issue(s) to be assessed by the Neutral, the factual and legal basis relied upon, and any relief sought;
- (iv) a copy or description of any agreement between the parties to consent to an Express Dispute Assessment;
- (v) comments on the law(s) or rules of law to be applied in the Express Dispute Assessment; and
- (vi) proof of payment of the Administrative Fee of EUR 4 000.

**Under Article 4(ii)**, a “summary of the dispute” includes information that is sufficiently detailed to allow the other party to formulate a response. This is intended to speed up the process by eliminating or reducing the need for additional submissions to clarify the nature of the dispute between the parties. It also ensures that the SCC has sufficient information about the nature of the dispute to appoint a Neutral with the necessary expertise.

**Article 4(iii)** requires the requesting party or parties to state the factual and legal basis of the issues submitted for assessment. While there is no limit to the number of issues that can be put forward for assessment, the parties should bear in mind that reducing the scope of the dispute to the key issues will ensure a focused process and may result in a more useful assessment (see above, *The main features*). Parties are recommended to submit relevant evidence with the request, as this will save time later in the process, but they should refrain from burdening the process with unnecessary or voluminous evidentiary submissions.

**Article 4(vii)** requires the party filing the request to show that the Administrative Fee has been paid. This fee is non-refundable and constitutes part of the total cost of the assessment (see below, *Payment of the total cost*). Because the costs are to be borne equally by both parties, if the requesting party paid the Administrative Fee, the SCC subtracts it from that party's share of the total cost when requesting payment.

**Responding to the request.** In accordance with **Article 5(1)**, the SCC forwards the request to the other party or parties, providing an opportunity to respond to the request, and if necessary, requesting confirmation of consent (see above, *The consent requirement*). The time allowed for the response depends on the scope of the request and other relevant circumstances; for most cases, the time allowed is generally 5 days. The response should focus on the points of disagreement between the parties and include the legal and factual basis for the responding party's standpoint. The responding party may submit counterclaims or additional issues for assessment which are directly related to the issue(s) or dispute brought by the requesting party.

**Payment of the total cost.** If it is clear from the request that all parties have consented to the Express Assessment, the SCC asks the parties to pay their respective shares of the costs when the request is forwarded to the other party. If consent of all parties is *not* included with the request, the SCC waits for confirmation of consent before requesting payment of the total costs.



### ***Appointment of the Neutral – Article 6***

When the parties have paid the cost of the Express Assessment, the SCC appoints a Neutral within 48 hours. When selecting the Neutral, the Board considers all relevant factors, including the nature and circumstances of the dispute, the applicable law, and the nationality and language of the parties. These are the same factors that guide the appointment of arbitrators.

The SCC also considers availability, previous experience as an arbitrator or Neutral, as well as demonstrated case management skills. These factors are central to the success of the Express Assessment – a short and intensive process requiring active participation and efficient management by the Neutral. Considering the likelihood of online meetings and hearings, the Neutral must also be comfortable using available technology and handling cybersecurity matters.

When there are many candidates of similar qualifications, the SCC actively considers diversity of gender, age and national origin.

#### **Article 6 The Neutral**

(1) The Board shall appoint the Neutral. The Board shall take into consideration any proposals made by the parties, the nature and circumstances of the dispute, the applicable law, and the nationality and language of the parties.

(2) The Board shall seek to appoint a Neutral within 48 hours of receiving proof of payment of the full Costs of the Express Dispute Assessment pursuant to Article 11 below.

(3) The Neutral must be impartial and independent, and must disclose any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence.

(4) A party may challenge the Neutral if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence.

(i) A party shall submit a written statement to the Secretariat stating the reasons for the challenge within 48 hours from the time the circumstances giving rise to the challenge became known to the party.

(ii) Failure to challenge the Neutral within the stipulated time constitutes a waiver of the party's right to make the challenge.

(iii) The Secretariat shall give the parties and the Neutral an opportunity to comment on the challenge.

(iv) The Board shall take the final decision on the challenge. If the Neutral is removed from the Assessment, the Board shall appoint a new Neutral without delay.

(5) The Neutral may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties to such arbitration.

The Neutral must be impartial and independent, and may be challenged on the same basis as an arbitrator — i.e. if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence. The challenge procedure provided in **Article 6(4)** is a shortened version of that in SCC arbitrations, and any challenges in an SCC Express proceeding are evaluated using the same standards as challenges to arbitrators (for more information see the [SCC Practice Notes on Challenges to Arbitrators](#), available on the [SCC website](#)).

### ***Proceedings before the Neutral — Article 7***

#### **Article 7 Conduct of the Express Dispute Assessment**

- (1) The Secretariat shall promptly refer the dispute to the Neutral upon appointment.
- (2) The Neutral may conduct the Express Dispute Assessment in such manner as the Neutral considers appropriate, taking into account any agreement between the parties and the limited time available for completing the proceedings. In all cases, the Neutral shall conduct the Assessment in an impartial and efficient manner, giving each party an equal and reasonable opportunity to present its case.
- (3) Without delay upon referral, the Neutral shall hold a case management conference and establish a timetable for the Express Dispute Assessment.
- (4) The Neutral shall summarise the issues put forward by the parties for Assessment and inquire whether the parties wish to agree for the findings to be contractually binding.
- (5) The Neutral shall consider:
  - (i) providing directions to the parties on facts and other issues they should address in their submissions;
  - (ii) limiting the scope and length of written submissions;
  - (iii) restricting the use of oral testimony and witness statements;
  - (iv) summoning the parties to preparatory meetings; and
  - (v) giving the parties a preliminary oral assessment of the issues referred to the Neutral.

When the costs have been paid and the Neutral appointed, the SCC immediately refers the case to the Neutral, who promptly holds a case management conference and establishes a timetable for the Express Dispute Assessment. The proceedings before the Neutral last 21 days from referral to delivery of the findings.

The Neutral decides, in consultation with the parties, how to conduct the Assessment. Under **Article 7(3)**, the Neutral must give each party an equal and reasonable opportunity to present its case. Here, the word *reasonable* indicates that the parties may need to adjust the presentation of their case to fit within the time available. Similarly, under **Article 7(2)**, the Neutral should take party agreements into account, but only to the extent that those agreements can be accommodated within the 21-day timeframe.

**Article 7(4)** indicates what type of procedure is envisioned:

First, it requires the Neutral to summarise the issues put forward by the parties for assessment. This ensures that there is a shared clear understanding of the issues to be evaluated.

- Second, it requires the Neutral to ask the parties whether they want to agree to make the findings of the assessment contractually binding. By doing so, the Neutral invites the parties to discuss the possibility of letting SCC Express bring the dispute to a final resolution.
- Third, **Article 7(4)** requires the Neutral to consider a series of procedural measures to make the Assessment more efficient. Some of the proposed measures are uncontroversial, such as limiting the scope of submissions; others may be less familiar to some parties, such as telling the parties what issues and facts to address. Playing a more inquisitorial role in the proceedings allows the Neutral to ensure that the Assessment can be carried out in 21 days.
- Lastly, the Neutral is required to consider giving the parties a preliminary oral assessment before drafting the findings. User consultations indicated that, in some cases, a preliminary oral assessment may lead to settlement, and time and cost savings for the parties.

## ***The Neutral's findings — Article 8 and 9***

### **Article 8 Applicable law**

(1) The Neutral shall assess 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 Neutral shall apply the law(s) or rules of law that he or she 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 Neutral shall assess the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised the Neutral to do so.

Unless otherwise instructed by the parties, the Neutral will assess the issue or dispute as an arbitrator would — on the merits, weighing the arguments and evidence presented, applying applicable law. Notably, this is a markedly different outcome than the mutually acceptable compromise reached in a successful mediation.

The doctrines in **Article 8(3)** are used in the context of arbitration, where an arbitrator or tribunal with the power to decide a dispute *ex aequo et bono* or as *amiable compositeur* may disregard the applicable law and base the decision on principles of fairness, equity and justice.

In SCC Express, as in arbitration, the Neutral needs the parties' authorisation to assess the dispute on the basis of those principles. The inclusion of this provision underscores that the outcome of SCC Express is a legal assessment similar to that of an arbitrator.

### **Article 9 Findings of the Express Dispute Assessment**

(1) The findings of the Express Dispute Assessment shall be delivered no later than 21 days from the date the request was referred to the Neutral.

(2) The Board may extend the time limit to deliver the findings upon a reasoned request from the Neutral, or if otherwise deemed necessary. When making its decision, the Board shall consider each party's interest in having the time limit upheld.

(3) Unless the parties and the Neutral agree otherwise, the findings shall be made in writing and include the Neutral's position and reasoning on the issues presented by the parties.

(4) Unless the parties agree otherwise, the Neutral shall deliver the findings to each of the parties and to the Secretariat.

**Timing of the findings.** The Neutral delivers the findings of the assessment no more than 21 days after the SCC referred the case to him or her. Under **Article 9(2)**, the SCC may extend that deadline, but such extensions are granted only when motivated by the circumstances. Even where the Neutral and the parties all agree that more time is necessary for the assessment, extensions for more than a few days should not be expected. This is because users have emphasised that predictability of time and cost is one of the main advantages of SCC Express over other forms of dispute resolution (see above, *The predictability of a fixed fee*).

**Form and content of the findings.** The findings of the assessment are generally in writing, although the parties and the Neutral may agree to oral findings only, or oral findings with a brief written summary. User consultations indicated that, in some cases, oral findings may lead to settlement, thereby saving the parties time and cost. The findings should include the Neutral's position and reasoning on the issues presented by the parties. In some cases, this means an in-depth assessment of a narrow issue, while in others, it means a broad assessment of a complex dispute (see above, *The main features*). Should it not be possible to reach a conclusive position on the issue or dispute within the time and procedure allotted, the Neutral should strive to provide an opinion or evaluation that, even if not determinative, still has value for the parties in their efforts to resolve the dispute.

**The findings are non-binding.** **Article 2(4)** stipulates that the findings of the Express Assessment are non-binding as a rule. Parties that want to achieve a binding outcome may do so in several ways:

- Parties to a contract or a transaction may agree to submit any disputes to SCC Express Dispute Assessment, and that the findings of the Assessment will be contractually binding on the parties.
- The parties may agree during the Assessment that the findings will be contractually binding. Under **Article 7(4)**, the Neutral must ask the parties during the proceeding whether they want to come to such an agreement.
- Upon the delivery of the findings, the parties may turn the findings into a settlement agreement.
- Subject to the consent of the Neutral, the parties may agree to appoint the Neutral as an arbitrator and to confirm the findings in an arbitral award.





### **Confidentiality – Article 3**

Like arbitration and mediation, SCC Express proceedings are confidential. While the confidentiality provision in the SCC Arbitration Rules bind only the SCC and the tribunal, the provision in the SCC Express Rules extends also to the parties.

#### **Article 3 Confidentiality**

Unless the parties have agreed otherwise, the parties, the Neutral or the SCC shall not disclose the existence of the Assessment or the findings, or use any information learned in the context of the Assessment, whether in a subsequent arbitration or otherwise.

**Article 3** stipulates that parties cannot “use any information learned in the context of the Assessment, whether in a subsequent arbitration or otherwise.” Similar to the confidentiality provision found in the SCC Mediation Rules, Article 3 allows parties to lay all their cards on the table without compromising their position in a subsequent arbitration. Some parties may wish to agree to exclude this part of Article 3, for instance when including SCC Express as a first step in a two-step dispute resolution clause. In such cases, efficiency may be better served by allowing parties to use information from the Express Assessment in any subsequent arbitration or court proceeding.

### **Termination – Article 10**

**Article 10** sets out the ways in which the proceedings can be terminated.

#### **Article 10 Termination**

The proceedings shall be terminated:

- (i) by the Neutral’s delivery of the findings of the Express Dispute Assessment; or
- (ii) by a joint request from the parties to terminate the proceedings.

Questions about the SCC Rules for Express Dispute Assessment not answered in these guidelines may be directed to the SCC secretariat at [arbitration@chamber.se](mailto:arbitration@chamber.se)



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