

SCC Express Rules

2023

English

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Rules for express dispute assessment of the SCC Arbitration Institute

Adopted by the Stockholm Chamber of
Commerce and in force as of 1 January 2023.

Under any agreement referring to the Rules for Express Dispute Assessment of the SCC Arbitration Institute or the Arbitration Institute of the Stockholm Chamber of Commerce the parties shall be deemed to have agreed that the following rules, or such amended rules, in force on the date of the request for the appointment of a Neutral to conduct an Express Dispute Assessment, shall be applied unless otherwise agreed by the parties.

The SCC Arbitration Institute rules for express dispute assessment

ARTICLE 1 ABOUT THE SCC

The SCC Arbitration Institute (the “SCC”) administers disputes in accordance with the Arbitration Rules of the SCC, the Rules for Expedited Arbitrations of the SCC and other rules and procedures adopted by the Stockholm Chamber of Commerce (together, the “SCC Rules”). 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.

ARTICLE 2 EXPRESS DISPUTE ASSESSMENT

(1) Any party to a dispute may request that the Board appoints 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 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 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.

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.

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.

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.

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.

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 dispute 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.

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.

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.

Appendix I: Organisation

ARTICLE 1 ABOUT THE SCC

The SCC Arbitration Institute (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 the Board and 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
- (ii) provide information concerning arbitration and alternative dispute resolution.

ARTICLE 3 THE BOARD

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

ARTICLE 4 APPOINTMENT OF THE BOARD

The Board shall be appointed by the board of directors of the Stockholm Chamber of Commerce (the “Board of Directors”). The members of the Board shall be appointed for a period of three years and, 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 may 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. Such decisions include decisions on the jurisdiction of the SCC, appointment of Neutrals, decisions upon challenges to Neutrals, removal of Neutrals, and the fixing of costs of the assessment.

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 costs, extension of time, and dismissal for non-payment of the costs of an Express Dispute Assessment. Decisions by the Board are final. Dismissal of a case by the Board or the Secretariat in whole or in part has no preclusive effect.

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 rules of the SCC. The Secretariat may also take decisions delegated to it by the Board.

ARTICLE 9 PROCEDURES

The SCC shall maintain the confidentiality of the Express Dispute Assessment and the findings and shall deal with the Assessment in an impartial, efficient and expeditious manner.

SCC Arbitration Institute

Regeringsgatan 29

P.O. Box 16050, SE-103 21 Stockholm

+46 8-555 100 00

sccarbitrationinstitute.com

arbitration@sccarbitrationinstitute.com

