



ARBITRATION INSTITUTE
OF THE STOCKHOLM CHAMBER OF COMMERCE

**Rules of the Arbitration Institute of the
Stockholm Chamber of Commerce**

The Arbitration Institute of the Stockholm Chamber of Commerce
P.O. Box 16050 S-103 21 Stockholm Sweden
Office: Jakobs Torg 3
Tel: +46 8 555 100 50 Fax: +46 8 566 316 50
E-mail: arbitration@chamber.se

RULES OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE

Adopted by the Stockholm Chamber of and in force 1 April 1999

TABLE OF CONTENTS

I. ORGANISATION OF THE SCC INSTITUTE

Article 1 The SCC Institute

Article 2 The Board

Article 3 Decisions by the Board

Article 4 The Secretariat

II. ARBITRATION RULES OF THE SCC INSTITUTE

INITIATION OF PROCEEDINGS

Article 5 Request for Arbitration

Article 6 Registration Fee

Article 7 Dismissal

Article 8 Date of Commencement of the Arbitration

Article 9 Procedures of the SCC Institute

Article 10 The Respondent's Reply

Article 11 Amplification and Periods of Time

Article 12 Notice

Article 13 Appointment of Arbitrators and Place of Arbitration

Article 14 Advance on Costs

Article 15 Referral of a Case to the Arbitral Tribunal

COMPOSITION OF ARBITRAL TRIBUNALS

Article 16 Number of Arbitrators and Manner of their Appointment

Article 17 Impartiality and Independence and Duty of an Arbitrator to Disclose

Article 18 Challenge of Arbitrator

Article 19 Removal of Arbitrator

THE PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL

Article 20 Procedures of the Arbitral Tribunal

Article 21 Statement of Claim and Defence

Article 22 Amendments to the Claim or Defence

Article 23 Language

Article 24 Applicable Law

Article 25 Oral Hearing

Article 26 Evidence

Article 27 Expert

Article 28 Failure of a Party to Appear

Article 29 Failure to object to Procedural Irregularities

Article 30 Voting

Article 31 Interim Measures

THE AWARD

Article 32 Award

Article 33 Time for Rendering an Award

Article 34 Separate Award

Article 35 Right to an Award

Article 36 Effect of an Award

Article 37 Correction and Interpretation of an Award and Additional Award

Article 38 Filing of Awards

COSTS

Article 39 Arbitration Costs

Article 40 Payment of Arbitration Costs

Article 41 Costs Incurred by a Party

EXCLUSION OF LIABILITY

Article 42 Exclusion of Liability

EFFECTIVENESS

Appendix REGULATIONS FOR ARBITRATION COSTS

I. ORGANISATION OF THE SCC INSTITUTE

Article 1 The SCC Institute

The Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter referred to as “the SCC Institute”) is a body for dealing with matters of dispute resolution. The SCC Institute does not itself settle disputes. Its objectives are:

- to assist in the settlement of domestic and international disputes in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter referred to as “the SCC Rules”);
- to assist in the settlement of disputes in accordance with other rules which have been adopted by the SCC Institute;¹
- to assist, as determined by the SCC Institute, in proceedings which are conducted in a manner which differs, either in part or in whole, from that anticipated by the SCC rules,
- to provide guidelines concerning settlement of disputes under the SCC Institute’s rules, and
- to provide information concerning arbitration and mediation matters.

Article 2 The Board

(1) The SCC Institute shall have a Board composed of one Chairman, up till three Vice Chairmen and up till 12 other members. The Board is appointed by the Board of Directors of the Stockholm Chamber of Commerce. The Chairman, the Vice Chairmen and the other members shall be appointed for a period of three years and may, in each position, be re-elected for one additional period only, should not special circumstances apply.

(2) The Board of Directors of the Chamber may, if there are extraordinary reasons for doing so, remove a member of the Board of the SCC Institute. If a member resigns or is removed during his term of office, the Board of Directors of the Chamber will appoint a new member for the remainder of his term.

Article 3 Decisions by the Board

Two members of the Board shall form a quorum. If no majority is attained, the Chairman shall cast the deciding vote. The Chairman or the Vice Chairman shall have the power to take decisions on behalf of the Board in urgent matters. Decisions of the Board are final and cannot be reviewed by the Chamber.

Article 4 The Secretariat

The SCC Institute shall have a Secretariat under the direction of a Secretary General who shall be a lawyer.

¹The SCC Institute has adopted Rules for Expedited Arbitrations, Insurance Arbitration Rules, Mediation Rules and Procedures and Services under the UNCITRAL Arbitration Rules.

II. ARBITRATION RULES OF THE SCC INSTITUTE

INITIATION OF PROCEEDINGS

Article 5 Request for Arbitration

Arbitration is initiated by the Claimant filing with the SCC Institute a Request for Arbitration which shall include:

- (i) a statement of the names, addresses, telephone and facsimile numbers and e-mail addresses of the parties and their counsel;
- (ii) a summary of the dispute;
- (iii) a preliminary statement of the relief sought by the Claimant;
- (iv) a copy of the arbitration agreement or clause under which the dispute is to be settled; and
- (v) if applicable, a statement identifying the arbitrator appointed by the Claimant, including such arbitrator's address, telephone and facsimile numbers and e-mail address.

Article 6 Registration Fee

(1) At the same time as the Request for Arbitration is filed, the Claimant shall pay a Registration Fee. The amount of the fee is fixed in accordance with the SCC Institute's Regulations for Arbitration Costs in force on the date of the Request for Arbitration.

(2) If the required Registration Fee is not paid when filing the Request for Arbitration, the SCC Institute will fix a period of time within which the Claimant must pay such fee.

Article 7 Dismissal

If it is clear that the SCC Institute lacks jurisdiction over the dispute or if the Registration Fee has not been paid in due time, the Claimant's Request for Arbitration shall be dismissed.

Article 8 Date of Commencement of the Arbitration

The arbitration shall be deemed to have been commenced on the date on which the Request for Arbitration was received by the SCC Institute.

Article 9 Procedures of the SCC Institute

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

Article 10 The Respondent's Reply

(1) The Request for Arbitration shall be communicated by the SCC Institute to the Respondent. The Respondent shall be asked to submit a Reply to the SCC Institute. The Reply shall be submitted within the period of time determined by the SCC Institute and shall include:

- (i) comments regarding the Request for Arbitration by the Claimant; and
 - (ii) if applicable, a statement identifying the arbitrator appointed by the Respondent, including such arbitrator's address, telephone and facsimile numbers and e-mail address.
- (2) If the Respondent wishes to raise any objection concerning the validity or applicability of the arbitration agreement, such objection shall be made in the Reply together with the grounds therefore.
- (3) If the Respondent wishes to file a counterclaim or a set-off claim, a statement to that effect should be made in the Reply and should include the nature of the claim and a preliminary statement of the relief sought. The grounds for any counterclaim or set-off claim must be based on the arbitration agreement.
- (4) The SCC Institute shall communicate the Respondent's Reply to the Claimant. The Claimant shall be given an opportunity to comment on any objections and pleas advanced by the Respondent
- (5) Failure by the Respondent to submit a Reply shall not prevent the arbitration from proceeding pursuant to these Rules.

Article 11 Amplification and Periods of Time

- (1) The SCC Institute may request a party to expound upon any written comments to the SCC Institute. If the Claimant fails to comply with such a request, the SCC Institute may decide to dismiss the case. If the Respondent fails to comply with a request to expound upon a counterclaim, the counterclaim may be dismissed by the SCC Institute. Failure by the Respondent otherwise to comply with a request to expound upon a written statement shall not prevent the arbitral proceedings from continuing.
- (2) If the SCC Institute has requested a party to perform any act within a specified period of time, such period of time may be extended by the SCC Institute.

Article 12 Notice

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

Article 13 Appointment of Arbitrators and Place of Arbitration

When the exchange of written submissions pursuant to Articles 5 - 11 has been concluded, the

SCC Institute shall

- (i) decide the number of arbitrators, if not agreed by the parties;
- (ii) when so required pursuant to Article 16, appoint a sole arbitrator or chairman of the Arbitral Tribunal and, if necessary, a co-arbitrator;
- (iii) decide the Place of Arbitration, if not agreed upon by the parties; and
- (iv) fix the Advance on Costs pursuant to Article 14.

Article 14 Advance on Costs

- (1) The Advance on Costs shall be equivalent to the estimated amount of the Arbitration Costs pursuant to Article 39.
- (2) Each party shall contribute half of the Advance on Costs. The SCC Institute may fix separate amounts for counterclaims and set-off claims. After notification by the Arbitral Tribunal, the SCC Institute may, in the course of the proceedings, decide that additional amounts are to be paid.
- (3) If a party fails to make a required payment, the SCC Institute shall afford the other party an opportunity to do so within a specified period of time. If the required payment is not made, the case shall be dismissed either wholly or partly to such extent as is attributable to the missing payment.
- (4) The SCC Institute may during or after the proceedings draw on the Advance on Costs to cover the fees of the arbitrator(s) and other arbitration costs.
- (5) The SCC Institute may decide that the Advance on Costs may partly consist of a bank guarantee or other form of security.

Article 15 Referral of a Case to the Arbitral Tribunal

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

COMPOSITION OF ARBITRAL TRIBUNALS

Article 16 Number of Arbitrators and Manner of their Appointment

- (1) The parties are free to determine the number of arbitrators. Where the parties have not agreed on the number of arbitrators, the Arbitral Tribunal shall consist of three arbitrators, unless the SCC Institute, taking into account, *inter alia*, the complexity of the case, the amount in dispute and other circumstances, decides that the dispute is to be settled by a sole arbitrator.
- (2) Where the Arbitral Tribunal shall consist of more than one arbitrator, each party shall appoint an equal number of arbitrators. Where a party fails to appoint an arbitrator within the period of time stipulated by the SCC Institute, the SCC Institute shall make the appointment, unless

otherwise agreed by the parties.

(3) Where there are multiple parties on either side and the dispute is to be decided by more than one arbitrator, the multiple Claimants, jointly, and the multiple Respondents, jointly, shall appoint an equal number of arbitrators. If either side fails to make such joint appointment, the SCC Institute shall make the appointment for that side. If the circumstances so warrant the SCC Institute may appoint the entire Arbitral Tribunal, unless otherwise agreed by the parties.

(4) Where the Arbitral Tribunal is to consist of more than one arbitrator, the Chairman shall be appointed by the SCC Institute, unless otherwise agreed by the parties.

(5) Where the dispute is to be decided by a sole arbitrator, the SCC Institute shall make the appointment, unless otherwise agreed by the parties.

(6) Where an arbitrator appointed by a party dies, the party in question shall appoint another arbitrator. Where an arbitrator appointed by the SCC Institute dies, the SCC Institute shall appoint another arbitrator.

(7) Where an arbitrator resigns or is removed, the SCC Institute shall appoint another arbitrator. If the arbitrator had been appointed by a party, the SCC Institute shall solicit the views of the appointing party. Where the Arbitral Tribunal consists of three or more arbitrators, the SCC Institute may decide that the remaining arbitrators shall proceed with the case. Prior to making such a decision, the views of the parties and the arbitrators shall be solicited.

(8) If the parties are of different nationalities the SCC Institute shall appoint a sole arbitrator or a Chairman of a nationality other than of the parties, unless the parties have agreed differently or if otherwise deemed appropriate by the SCC Institute.

Article 17 Impartiality and Independence and Duty of an Arbitrator to Disclose

(1) An arbitrator must be impartial and independent.

(2) A person asked to accept an appointment as arbitrator must disclose any circumstances likely to give rise to justifiable doubts as to his impartiality and independence. If he is nevertheless appointed, he shall immediately, in a written statement, make the same disclosure to the parties and the other arbitrators.

(3) An arbitrator who becomes aware of any circumstances which may disqualify him, must immediately, in writing, inform the parties and the other arbitrators thereof.

Article 18 Challenge of Arbitrator

(1) Where a party wishes to challenge an arbitrator that party shall send a written statement to the SCC Institute setting forth the reasons for the challenge.

(2) Notification of a challenge must be made within 15 days as from the date on which the allegedly disqualifying circumstance became known to the party. Failure by a party to notify the SCC Institute of a challenge within the stipulated period of time will be considered a waiver of

the right to initiate such a challenge.

(3) The SCC Institute shall provide the parties and the arbitrators the opportunity to comment on the challenge.

(4) The SCC Institute shall make the final decision on the challenge. If the SCC Institute finds an arbitrator disqualified, it shall remove the arbitrator.

Article 19 Removal of Arbitrator

(1) Where an arbitrator is prevented from *de facto* fulfilling his duties or fails to perform his functions in an adequate manner, the SCC Institute shall remove the arbitrator.

(2) Before removing an arbitrator, the SCC Institute shall solicit the views of the parties and the arbitrators.

THE PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL

Article 20 Procedures of the Arbitral Tribunal

(1) The manner of conducting the proceedings is to be determined by the Arbitral Tribunal in compliance with the conditions set down in the arbitration agreement and these Rules, with due account taken of the wishes of the parties.

(2) The Arbitral Tribunal may decide that the Chairman alone may make procedural rulings.

(3) The Arbitral Tribunal shall maintain the confidentiality of the arbitration and conduct each case in an impartial, practical and expeditious manner, giving each party sufficient opportunity to present its case.

(4) The Arbitral Tribunal may, after consultation with the parties, decide to conduct hearings at a location other than the Place of Arbitration.

(5) Article 12 shall apply with respect to communications from the Arbitral Tribunal.

Article 21 Statement of Claim and Defence

(1) The Claimant shall, within the period of time determined by the Arbitral Tribunal, submit a Statement of Claim which, unless previously provided in the case, shall include;

- (i) the specific relief sought;
- (ii) the material facts and circumstances on which the Claimant relies; and
- (iii) a preliminary statement of the evidence on which the Claimant intends to rely.

(2) The Respondent shall, within the period of time determined by the Arbitral Tribunal, submit a Statement of Defence, which, unless previously provided in the case, shall include;

- (i) a statement as to whether and to what extent the Respondent accepts or denies the relief sought by the Claimant;
 - (ii) the material facts and circumstances on which the Respondent relies;
 - (iii) any counterclaim or set-off claim and the grounds on which it is based; and
 - (iv) a preliminary statement of the evidence on which the Respondent intends to rely.
- (3) The Arbitral Tribunal may determine that the parties are to submit additional written statements.

Article 22 Amendments to Claim or Defence

- (1) A party may amend his claim or defence in the course of the proceedings if his case, as amended, is still comprised by the arbitration agreement, unless the Arbitral Tribunal considers it inappropriate having regard to the point of time at which the amendments is requested, the prejudice that may be caused to the other party or other circumstances.
- (2) The provisions of Article 10 shall not preclude the preceding paragraph from being applied with respect to the right of a party to introduce a counterclaim or a set-off claim.

Article 23 Language

Unless the parties have agreed in the arbitration agreement on the language or languages to be used in the proceedings, the Arbitral Tribunal shall, after consultation with the parties, make such decision.

Article 24 Applicable Law

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

Article 25 Oral Hearing

- (1) An oral hearing shall be arranged if requested by either party, or if the Arbitral Tribunal considers it appropriate. If a hearing is held, the Arbitral Tribunal, taking into account the wishes of the parties, shall determine the time for the hearing, its duration and how it is to be organised, including the manner in which evidence is to be presented.
- (2) If an arbitrator is replaced in the course of the proceedings, the newly composed Arbitral Tribunal shall decide whether and to what extent a previously held oral hearing is to be repeated.

Article 26 Evidence

(1) At the request of the Arbitral Tribunal, the parties shall state the evidence on which they intend to rely, specifying what they intend to prove with each item of evidence, and present the documentary evidence on which they rely.

(2) The Arbitral Tribunal may refuse to accept evidence submitted to it if it considers such evidence to be irrelevant, non-essential or if proof can be established by other means which it considers more convenient or less expensive.

Article 27 Experts

(1) Unless otherwise agreed by the parties, the Arbitral Tribunal may appoint one or more experts to report to it on a specific issue.

(2) At the request of a party, the parties shall be given the opportunity to put questions to any such expert.

Article 28 Failure of a Party to Appear

If any of the parties, without showing valid cause, fails to appear at a hearing or otherwise fails to comply with an order of the Arbitral Tribunal, such failure shall not prevent the Arbitral Tribunal from proceeding with the case nor from rendering an Award.

Article 29 Failure to Object to Procedural Irregularities

A party, who during the proceedings fails to object within a reasonable time to any deviation from provisions of the arbitration agreement, these Rules or other rules applicable to the proceedings, shall be deemed to have waived his right to invoke such irregularity.

Article 30 Voting

When a vote is taken, that opinion shall prevail which has received more votes than any other opinion. If such majority is not attained, the opinion of the Chairman shall prevail, unless otherwise agreed by the parties.

Article 31 Interim Measures

(1) Unless the parties have agreed otherwise, the Arbitral Tribunal may, during the course of the proceedings and at the request of a party, order a specific performance by the opposing party for the purpose of securing the claim which is to be tried by the Arbitral Tribunal. The Arbitral Tribunal may order the requesting party to provide reasonable security for damage which may be inflicted on the opposing party as a result of the specific performance in question.

(2) A request addressed by a party to a judicial authority for interim measures shall not be deemed to be incompatible with the arbitration agreement or these Rules.

THE AWARD

Article 32 Award

(1) The Award shall be deemed to have been rendered at the Place of Arbitration. It shall state the date on which it was rendered, contain an order or a declaration, as well as the reasons for it, and shall be signed by the arbitrators. In absence of the signature of an arbitrator, an Award may be rendered provided that the Award has been signed by a majority of the arbitrators with a verification to the effect that the arbitrator whose signature is missing participated in deciding the dispute.

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

(3) The parties may agree that the Chairman alone shall sign the Award.

(4) An arbitrator may attach a dissenting opinion to the Award.

(5) If a settlement is reached, the Arbitral Tribunal may, at the request of the parties, record the settlement in the form of an Award.

(6) The Arbitration Costs, in accordance with Article 39, and its apportionment between the parties shall be fixed in the Award or other order by which the arbitral proceedings are terminated. An Award may be rendered solely for costs.

(7) The Arbitral Tribunal shall immediately send the Award to the parties.

Article 33 Time for Rendering an Award

An Award shall be rendered not later than six months as from the date when the case was referred to the Arbitral Tribunal. The SCC Institute may extend the period of time for rendering an Award.

Article 34 Separate Award

(1) At the request of a party, a separate issue or a part of the matter in dispute may be decided in a Separate Award.

(2) Where a party has partially admitted a claim, a Separate Award, based on such admission may be rendered.

Article 35 Right to an Award

(1) If a party withdraws a claim the Arbitral Tribunal shall dismiss such part of the dispute, unless the other party requests the Arbitral Tribunal to rule on the claim.

(2) If a party, who has not paid an Advance on Costs, requests the Arbitral Tribunal to rule on a

withdrawn claim, the SCC Institute may, as a condition for such ruling, order the requesting party to pay an Advance on Costs.

Article 36 Effect of an Award

When rendered an Award is final and binding for the parties.

Article 37 Correction and Interpretation of an Award and Additional Award

(1) Any obvious miscalculation or clerical error in an Award or Decision shall be corrected by the Arbitral Tribunal.

(2) Within 30 days of receiving the Award, the Arbitral Tribunal shall, if a party so requests, decide a question which should have been decided in the Award but which was not decided therein.

(3) Within 30 days of receiving the Award, the Arbitral Tribunal may, if a party so requests, provide an interpretation thereof in writing.

(4) Before the Arbitral Tribunal takes any action in accordance with the second and third paragraphs, the views of the parties shall be solicited.

Article 38 Filing of Awards

An Arbitral Tribunal shall, after the close of the proceedings, submit to the SCC Institute one copy of every Award and written order issued in the case, as well as of all recorded minutes therein. The above mentioned documents shall be kept on file by the SCC Institute.

COSTS

Article 39 Arbitration Costs

(1) The Arbitration Costs consist of

(i) the arbitrator's fee;

(ii) the Administrative Fee of the SCC Institute;

(iii) compensation due to the arbitrator and the SCC Institute to cover their expenses during the proceedings; and

(iv) the fees and expenses of any expert appointed by the Arbitral Tribunal pursuant to Article 27.

(2) Amounts referred to in sections (i) through (iii) above shall be finally fixed by the SCC Institute in accordance with the Regulations for Arbitration Costs in force at the time of the commencement of the arbitration. The amounts in section (iv) shall be finally fixed by the Arbitral Tribunal.

Article 40 Payment of Arbitration Costs

(1) The parties are jointly and severally liable for all payments of all costs mentioned in Article 39.

(2) The Arbitral Tribunal decides on the apportionment of the arbitration costs as between the parties with regard to the outcome of the case and other circumstances.

Article 41 Costs Incurred by a Party

Unless the parties have agreed otherwise, the Arbitral Tribunal may, at the request of a party, in an Award or other order by which the arbitral proceedings are terminated order the losing party to compensate the other party for legal representation and other expenses for presenting its case.

Exclusion of Liability

Article 42 Exclusion of Liability

The SCC Institute is not liable to any party for any act or omission in connection with the arbitration unless such act or omission is shown to constitute wilful misconduct or gross negligence by the SCC Institute. An arbitrator is liable only if shown to have caused damage by wilful misconduct or gross negligence.

EFFECTIVENESS

These Rules enter into force on 1 April 1999 and will replace the former Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. These Rules will be applied to any arbitration commenced on or after this date, unless otherwise agreed by the parties.

III APPENDIX

REGULATIONS FOR ARBITRATION COSTS

I. Registration Fee

The Registration Fee in Article 6 of the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter referred to as “the SCC Rules”) is EUR 1 500.

The registration fee is non-refundable and shall constitute a part of the Administrative Fee due to the SCC Institute under Section III, Article 2 below and shall be deducted from the Advance on Costs to be paid by the Claimant pursuant to Article 14 of the SCC Rules.

II. Advance on Costs

According to Article 13 of the SCC Rules, the SCC Institute shall fix an amount which, together with the accrued interest, shall constitute an advance on the Arbitration Costs. The amount shall cover the estimated Arbitration Costs pursuant to Article 39 of the Rules and, if required, value added tax. Amounts referred to in the first paragraph, sections (i) through (iii), in Article 39 of the Rules are to be determined pursuant to these Regulations.

III. Arbitration Costs

Article 1 Arbitrator’s Fee

- (1) Unless otherwise agreed by the parties, the SCC Institute shall decide the fees of the arbitrator in accordance with the table below, based on the amount in dispute. If so required by law, value added tax shall be added to such fees.
- (2) For the purpose of calculating the amount in dispute, the value of any counterclaim or set-off claim is to be added to the amount of the claim with the exception of interest claims. Where the amount in dispute is not specified, the SCC Institute will fix the fees on the basis of an assessment of the size of the case. Each party must provide the SCC Institute with the information deemed necessary for such assessment.
- (3) If a case has required substantially more or less work than is considered normal, the SCC Institute may deviate from the amounts stated in the table.
- (4) The fee due to the co-arbitrator is fixed per person to 60 per cent of the total fee paid to the Chairman, unless the SCC Institute decides otherwise in view of any special circumstances of the case.

Article 2 Administrative Fee of the SCC Institute

(1) The SCC Institute shall decide the Administrative Fee due to it. The decision is based on the amount in dispute in accordance with the table below. If so required by law, value added tax shall be added to the Administrative Fee.

(2) For the purpose of calculating the amount in dispute, the value of any counterclaim or set-off claim is to be added to the amount of the claim, with the exemption of interest claims. Where the amount in dispute is not specified, the SCC Institute will fix the Administrative Fee on the basis of an assessment of the size of the case. Each party must provide the SCC Institute with the information deemed necessary for such assessment.

(3) If a case has required substantially more or less work than is considered normal, the SCC Institute may deviate from the amounts stated in the table.

Article 3 Expenses

In addition to the fee(s) of the arbitrator(s) and the Administrative Fee of the SCC Institute, the SCC Institute shall fix an amount, to be provided by the parties, to cover reasonable expenses for the arbitrator(s) and to the SCC Institute.

IV. Effectiveness

These Regulations enter into force on 1 April 2004 and will replace the former Regulations. The Regulations will be applied to any arbitration commenced on this date or thereafter.

ARBITRATOR'S FEE

Amount in dispute (EUR)	Chairman of the Tribunal/ Sole Arbitrator (EUR)	
	Minimum	Maximum
up to 25 000	2 500	5 500
from 25 001 to 50 000	2 500 + 2% on the amount above 25 000	5 500 + 14% on the amount above 25 000
from 50 001 to 100 000	3 000 + 2% on the amount above 50 000	9 000 + 4% on the amount above 50 000
from 100 001 to 500 000	4 000 + 1% on the amount above 100 000	11 000 + 5% on the amount above 100 000
from 500 001 to 1 000 000	8 000 + 0,8% on the amount above 500 000	31 000 + 2,4% on the amount above 500 000
from 1 000 001 to 2 000 000	12 000 + 0,5% on the amount above 1 000 000	43 000 + 2,5% on the amount above 1 000 000
from 2 000 001 to 5 000 000	17 000 + 0,2% on the amount above 2 000 000	68 000 + 0,8% on the amount above 2 000 000
from 5 000 001 to 10 000 000	23 000 + 0,1% on the amount above 5 000 000	92 000 + 0,68% on the amount above 5 000 000
from 10 000 001 to 50 000 000	28 000 + 0,03% on the amount above 10 000 000	126 000 + 0,1% on the amount above 10 000 000
from 50 000 001 to 75 000 000	40 000 + 0,02% on the amount above 50 000 000	166 000 + 0,12% on the amount above 50 000 000
from 75 000 001 to 100 000 000	45 000 + 0,012% on the amount above 75 000 000	196 000 + 0,02% on the amount above 75 000 000
from 100 000 001	48 000 + 0,01% on the amount above 100 000 000	201 000 + 0,045% on the amount above 100 000 000

ADMINISTRATIVE FEE OF THE SCC INSTITUTE

Amount in dispute (EUR)	Administrative Fee of the SCC Institute (EUR)
up to 25 000	1 500
from 25 001 to 50 000	1 500 + 4% on the amount above 25 000
from 50 001 to 100 000	2 500 + 2% on the amount above 50 000
from 100 001 to 500 000	3 500 + 1,25% on the amount above 100 000
from 500 001 to 1 000 000	8 500 + 0,8% on the amount above 500 000
from 1 000 001 to 2 000 000	12 500 + 0,4% on the amount above 1 000 000
from 2 000 001 to 5 000 000	16 500 + 0,1% on the amount above 2 000 000
from 5 000 001 to 10 000 000	19 500 + 0,08% on the amount above 5 000 000
from 10 000 001 to 50 000 000	23 500 + 0,02% on the amount above 10 000 000
from 50 000 001 to 75 000 000	31 500 + 0,02% on the amount above 50 000 000
from 75 000 001	36 500 + 0,01% on the amount above 75 000 000
	Maximum 60 000