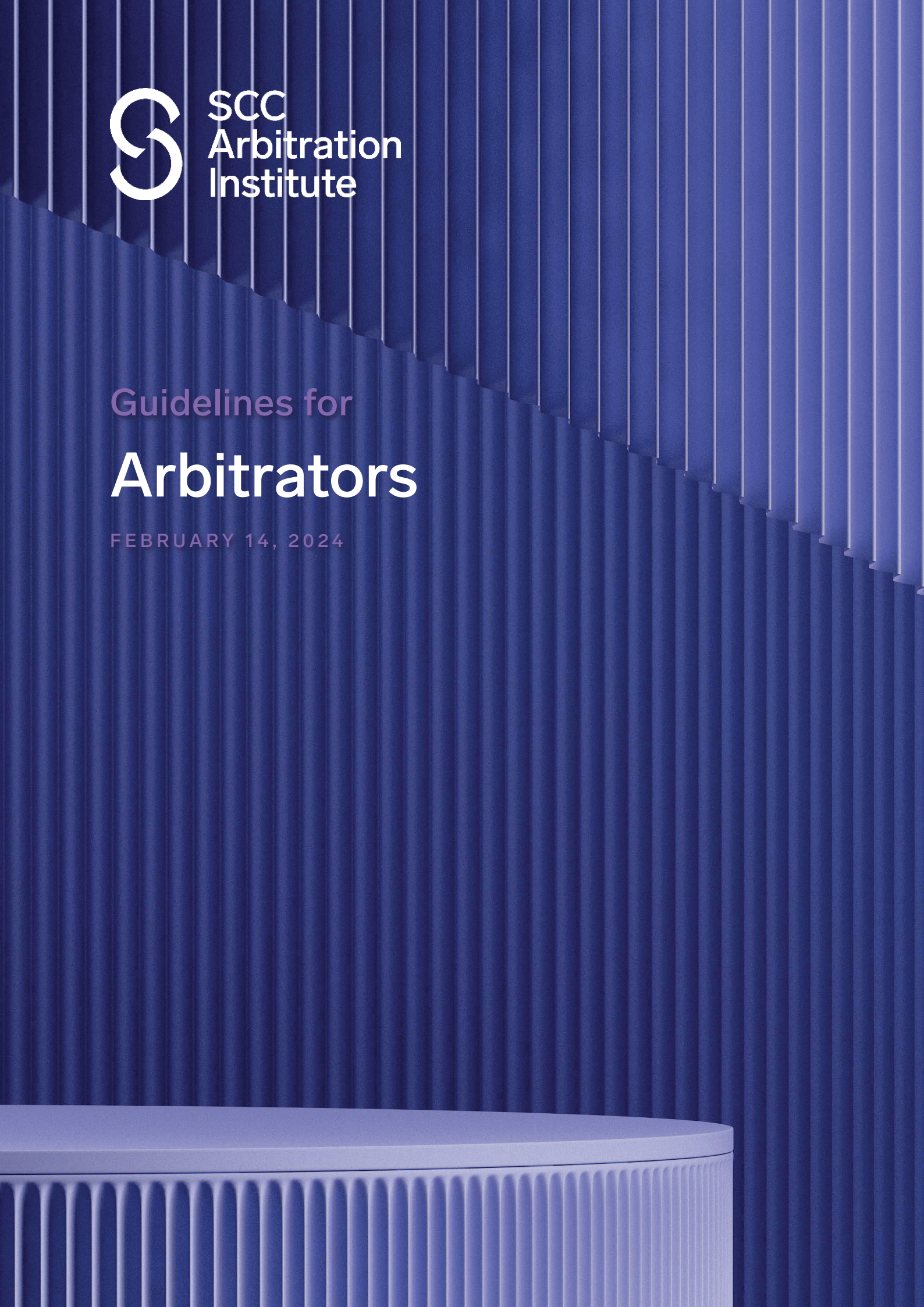
SCC Arbitration Institute

Guidelines for

Arbitrators

FEBRUARY 14, 2024



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1. Introduction

About the SCC

The SCC Arbitration Institute is part of, but independent from, the Stockholm Chamber of Commerce. Since its establishment in 1917, the SCC has developed into a popular forum for commercial dispute resolution. Around half of all arbitrations administered by the SCC involve non-Swedish parties. The SCC maintains several sets of rules; most frequently used are the Arbitration Rules and the Rules for Expedited Arbitration ("Expedited Rules"). These Guidelines apply to both.

The SCC consists of a Board and a Secretariat. The Board includes Swedish and non-Swedish law firm partners, general counsels, academics, and other experts in international commercial dispute resolution. They convene monthly to make decisions as required under the SCC Rules, including prima facie jurisdiction, appointments of and challenges to arbitrators, and cost determinations.

The Secretariat handles daily case management, organizes events, and produces publications. Cases are assigned to one of the Secretariat's four divisions, each headed by a legal counsel and supported by a case administrator. Arbitrators are always welcome to contact the Secretariat staff with questions about case management or related issues.

Contact information for SCC staff members is available at https://sccarbitrationinstitute.se/en/about-scc/contact-us .

More information is available at https://sccarbitrationinstitute.se/en

About these Guidelines

The purpose of the SCC Guidelines (the "Guidelines") is to serve as a practical tool and source of information for arbitrators appointed in SCC arbitrations.

The Guidelines do not provide a rule-by-rule or step-by-step commentary on SCC arbitration, but rather answer questions arbitrators frequently have regarding case administration, arbitration costs, timelines, common VAT situations, and the structure and contents of the final award.

For other questions, or to discuss the application of certain rules, arbitrators can always contact the legal counsel or case administrator assigned to the case.

For more information about the SCC Platform, please see https://sccarbitrationinstitute.se/en/case-management

A template for a final award, including some standard language, is attached as Appendix 1.

Resources

A selection of resources, including legislation, court decisions, and articles on SCC arbitration are available at https://sccarbitrationinstitute.se/en/resource-library

2. Conducting the arbitral proceedings

The SCC Platform

Beginning in September 2019, all SCC arbitrations are administered on the SCC Platform — a secure digital platform for communication and file sharing between the SCC, the parties and the tribunal.

Each arbitration is allocated its own individual "site" on the SCC Platform. Only the SCC and the participants in the arbitration have access to the site. The parties gain access to the site upon invitation via email from the SCC — the Claimant upon registration of the request for arbitration, the Respondent in connection with the service of process. Arbitrators receive an invitation once they have confirmed their appointments.

The Platform will constitute the forum through which the SCC communicates with the parties, counsel and arbitrators throughout the proceedings. Therefore, certain interaction with the SCC Platform on the part of the participants is necessary. Otherwise the participants in each arbitration are free to agree on the extent to which they will use the SCC Platform.

The purpose of the SCC Platform is to provide participants with a secure and efficient way of communicating and sharing documents and relevant information regarding

the arbitration. If participants take full advantage of this service, the SCC Platform serves as a complete file of the case materials and as an archive for a year after the arbitration is terminated. The participants in the arbitration are therefore encouraged to use the Platform for filing all case materials.

The site contains a case calendar for relevant dates and deadlines. The tribunal should keep the calendar up-to-date.

The SCC Platform is available through desktop, tablet and mobile.

More detailed information is found in the SCC Platform Guidelines, available on the SCC website, https://sccarbitrationinstitute.se/en/resource-library/guidelines

The arbitrator's mandate

Under the Arbitration Rules (Art 23) and the Expedited Rules (Art 24), arbitrators have a broad mandate to conduct the proceedings as they see appropriate, and "in an impartial, efficient and expeditious manner, giving each party an equal and reasonable opportunity to present its case".

In the 2017 revision of the SCC Rules, language was added in several provisions emphasizing the importance of efficiency and expeditiousness in SCC proceedings. Arbitrators should keep these principles in mind throughout the proceedings. For the purposes of efficiency and expeditiousness, arbitral tribunals are encouraged to use virtual meeting facilities when appropriate during the proceedings.

When determining the arbitrators' fees, the SCC will consider the extent to which the tribunal has acted in an efficient and expeditious manner.

Case management conference

As soon as possible, preferably within a week, after the referral of the case, the Arbitral Tribunal shall promptly hold a case management conference with the parties to organise, schedule and establish procedures for the conduct of the arbitration. The procedures should aim at enhancing the efficiency and expeditiousness of the arbitration.

During or immediately following the case management conference, the Arbitral Tribunal shall establish a timetable for the conduct of the arbitration, including the date for making the award (see section "Time limit for rendering the final award" below). Under the Arbitration Rules, the Arbitral Tribunal shall seek to establish a timetable within 2 weeks of the referral. Under the Rules for Expedited Arbitration, the arbitrator shall seek to establish a timetable within 7 days of the referral.

At the first case management conference, the tribunal and the parties also need to make certain decisions regarding the organization of the case site on the SCC Plat-

form (see above). The tribunal should notify the SCC promptly of these decisions, as well as the timetable for the arbitration.

After consultation with the parties, further case management conferences may be held by the arbitral tribunal and the timetable may be revised if appropriate.

Documents to be filed with the SCC

It is the tribunal's responsibility to ensure that the following documents are uploaded to the case site on the SCC Platform:

- timetable
- statement of claim
- statement of defence
- decisions and procedural orders
- awards (final and any separate), including proof of dispatch to parties

While there is no formal requirement that other submissions, evidence, or correspondence between the tribunal and the parties should be filed with the SCC, the SCC recommends that all formal case-related files are uploaded to the SCC Platform.

Archiving

The arbitral tribunal should save all documents relating to the case for at least one year after rendering the final award. The case site on the SCC Platform will remain open and accessible for one year following the end of an arbitration. To the extent all formal documents and files relating to the case have been uploaded to the Platform, this will fulfil the archiving obligations of the tribunal.

Administrative Secretaries

The arbitral tribunal may submit to the Secretariat a proposal for the appointment of an administrative secretary at any time during the arbitration.[1] The proposal should include the contact information and CV of the proposed candidate, along with a signed statement of availability, impartiality and independence.[2]

Under the SCC rules, the appointment of a secretary is subject to the approval of the parties. The Secretariat will thus give the parties an opportunity to comment on the tribunal's proposal. If a party objects, the tribunal cannot engage the specific candidate as secretary, but may propose another candidate.

It is the tribunal's responsibility to ensure that the secretary remains impartial and independent throughout the proceedings. Parties may challenge an administrative secretary on the same basis and according to the procedure that apply to arbitrators.

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[1] See Art. 24 of the Arbitration Rules; Art. 25 of the Expedited Rules.

[2] Available at https://sccinstitute.com/about-the-scc/digital-library/arbitrators-guidelines/.

The tribunal shall consult the parties regarding the tasks of the administrative secretary. Unless the parties agree otherwise, the secretary's duties are limited to organizational, clerical and administrative functions. The arbitral tribunal may not delegate to the administrative secretary any decision-making or drafting of substantive parts of decisions or awards.

The administrative secretary is compensated from the fees of the tribunal, but the parties will bear any expenses incurred by the secretary, including any applicable social security contributions. The fee and expenses of the secretary should be stated in the final award. For further information on tax liability, see the relevant sections below.

3. Costs of the arbitration

Amount in dispute

The costs of the arbitration are determined based on the amount in dispute, which is the aggregate value of all claims, counterclaims and set-offs. Any claims for declaratory relief must be given a monetary value. Where the amount in dispute cannot be ascertained, the SCC will determine the costs of the arbitration based on all relevant circumstances, including the size and complexity of the dispute.

The SCC makes an initial assessment of the amount in dispute based on all claims in the request for arbitration and answer. The tribunal should notify the Secretariat promptly if the amount in dispute changes during the proceedings, as the parties add or drop claims.

Advance on costs, preliminary arbitrators' fees

Before referral, the SCC determines the advance on costs, which corresponds to the estimated total costs of the arbitration. The costs of the arbitration include: arbitrators' fees, the SCC's administrative fee, any expenses of the arbitral tribunal and the SCC, any applicable VAT.

The advance is typically based on fees at the median value on the schedule of costs in Appendix IV of the SCC Rules. Preliminary fees may be set above the median value where warranted by the circumstances, e.g, where the dispute is complex in relation to the amount in dispute. Preliminary fees may also be set below the median value, e.g. where the respondent does not participate, or where the amount in dispute is high but the dispute is of a straightforward nature.

The fees of the co-arbitrators are determined at 60% of the chairperson's fee. The tribunal can request another distribution in its request for final determination of costs.

Additional advances

Upon request, the SCC may decide that additional advances should be paid during the proceedings. This is appropriate where the estimated final costs of the arbitration have increased as a result of (a) an increase in the amount in dispute, or (b) a significant change in the complexity of the dispute that warrants arbitrators' fees above the median value on the schedule of costs. Circumstances that may justify a fee above the median include: jurisdictional objections, number and length of submissions, the number and complexity of claims, and multi-contract or multi-party situations.

The SCC does not recalculate the advance on costs sua sponte. If the tribunal considers additional advances to be warranted, the tribunal should submit a reasoned request to the Secretariat.

Determination of costs [3]

No later than two weeks before rendering the final award, the arbitral tribunal should submit to the Secretariat a request for final determination of the Costs of the Arbitration. The request should include a brief description of the proceedings – e.g. number and extent of submissions, days of hearing, procedural orders, expected approximate length of the final award. The request should also include a description of any expenses incurred, including an estimate of any expected additional expenses. See the section on "Expenses" below.

In determining the final costs of the arbitration, the SCC considers the extent to which the arbitral tribunal has acted in an efficient and expeditious manner, the complexity of the dispute and any other relevant circumstances. The arbitrators' fees generally cannot be increased in the final determination of costs; adjustments should be requested when new circumstances arise. See section on "Additional advances" above.

Unless the tribunal requests another distribution, the fees of the co-arbitrators are determined at 60% of the chairperson's fee.

The tribunal should include the SCC's determination of the costs of the arbitration in the final award, together with any decision to apportion those costs between the parties.

As to VAT and settlement of the account following the final award, see below under "Responsibility for invoicing" and "Settlement of account".

[3] Art. 49 in both the Arbitration Rules and the Expedited Rules.

Reduced fee in certain cases

Arbitrator fees may in some cost determinations deviate from the schedule of costs. This applies most commonly when a final award is rendered without the tribunal ruling on the merits, or when an arbitrator is released during the proceedings.
Final award rendered without ruling on the merits: Reduced fees apply in cases where the parties settle, the claimant withdraws its claim, or the case is dismissed due to lack of jurisdiction. The SCC has a well-developed practice whereby fees are determined based on (a) how far the arbitration had gone when the parties settled, (b) the amount of work put in by the arbitral tribunal, and (c) any other relevant circumstances. The tribunal should submit a request for determination including a description of the proceedings, see "Determination of Costs" above.

The arbitrator is released: As a rule, no fee is paid to arbitrators released from appointment during the arbitration. Exceptions to this rule are considered on a case-by-case basis.

Expenses

When requesting that the Costs of the Arbitration be finally set, the arbitral tribunal should also request reimbursement of SCC of any expenses incurred by the arbitrators during the proceedings.

Expenses must be reasonable. The following costs are reimbursed as expenses:

- Travel: airfare, train fare, airport taxi
  - Flights of less than 4 hours are reimbursed at the price of an Economy ticket
  - Flights lasting 4 hours or more are reimbursed up to a sum equivalent to Business
  - Additional cost of air travel in First Class is not be reimbursed
  - Standard costs of climate compensating for the flights will be reimbursed.

- Rental of hearing rooms, equipment, telephone and video conferences
  - If the hearing is held at the arbitrator's office, only direct costs are compensated, and only with prior consent by the parties.[4]

- Interpreter and translation services

- Courier fees
  - Regular office expenses (postage, phone, clerical assistance) are not compensated

- Fees and expenses of any experts appointed by the arbitral tribunal

[4] Stockholm District Court, decision on 11 July 2003 in case T 4894-02.

All expenses should be supported by a receipt or an invoice.

The cost of hotels and all meals in connection with hearings or other necessary meetings are reimbursed by a daily allowance (see below).

Expenses are reimbursed together with payment of the arbitrators' fees after the final award has been rendered. When special reasons apply, reimbursement may be made during the proceedings. Requests for early reimbursements are considered on a case-by-case basis.

Hearing costs

The security for expenses included in the advance on costs is calculated to cover arbitrator expenses. General hearing costs such as venue and interpreters, are generally paid by the parties directly to the external vendor.

Daily allowance

A daily allowance of EUR 500 may be claimed for each day of hearings held at a place other than where the arbitrator usually conducts business or is domiciled. This allowance is intended to cover costs for hotel, meals and intracity taxi. Costs exceeding the allowance are not reimbursed.

The daily allowance is part of the costs of the arbitration, and as such, it is determined by the SCC. It is not possible to negotiate a higher allowance with the parties directly.

Arbitrator

The arbitral tribunal should request the daily allowance in connection with any request for reimbursement of expenses, in connection with the final determination of the costs of the arbitration. The request should state the length and purpose of the stay (e.g. preparatory hearing, main hearing).

The same principles apply to administrative secretaries.

4. Settlement of account and invoicing

Arbitrators invoice following settlement of accounts

Following the rendering of a final award, the SCC sends a settlement of accounts to the parties and arbitrators, and pays the administrative fees, the arbitrators' fees, any reimbursements and daily allowances from the advance on costs. Remaining funds are returned to the parties in the same proportion as the advances were paid (usually 50/50).

When payment has been received, arbitrators registered for VAT should issue a reference invoice to the party or parties finally liable for the costs of the arbitration according to the final award. If more than one party is finally liable according to the

final award, an invoice should be made out to each of them in accordance with the distribution of costs.

The invoice(s) should be issued as non-payable; the fact that payment has been made must be clear from the invoice(s). The reference invoice should correspond to the SCC's settlement of accounts and the final award and should specify fees, expense reimbursements and daily allowance received by the arbitrator.

Invoice(s) must be issued the same month that the fee was paid by the SCC. The settlement of accounts and the invoice are accounting documents.

5. VAT on the costs of the arbitration

VAT on the SCC administrative fee

The administrative fee of the SCC is determined according to the schedule of costs in the applicable rules. In the final award, the tribunal should add VAT of 25% to the administrative fee if the party finally liable for the costs of the arbitration is obliged to pay VAT in Sweden.

Those liable to pay VAT on the administrative fee are:

- Swedish parties, both legal and natural persons;
- parties incorporated in other EU countries and not registered for VAT, e.g. natural persons, organizations and states; and
- natural persons, organizations and states outside the EU.

Not liable to pay VAT on the administrative fee are:

- legal persons incorporated within the EU and registered for VAT (the principle of reverse charge applies),
- legal persons incorporated outside the EU.

Parties registered for VAT in an EU country other than Sweden must provide a VAT number.

VAT on arbitrator fees

Whether VAT should be added to the arbitrator fees in the final award depends on the nationality of the arbitrator and of the party liable to pay the fees, or parts thereof. The guidelines below reflect Swedish law and are based on EU Directive 2008/8/EG ("the EU VAT Directive"). Because application of the EU VAT Directive may vary among EU countries, arbitrators are advised to consult the national tax agency in their home jurisdiction for guidance.

Which parties should pay VAT?

These are the basic principles of the EU VAT Directive:

- *Parties based in the same country as the arbitrator should always pay VAT on the arbitrator's fee.*
- Parties based outside the EU need not pay VAT on the fee of an EU arbitrator, with the exception of natural persons, organizations and states.
- *Parties registered for VAT in an EU country other than that of the arbitrator do not need to pay VAT on the arbitrator's fee in the country of the arbitrator.*
  - *According to the principle of reverse charge, the party should pay VAT in the country where it is based.*
  - *The party must prove its status by sending its VAT number, which can then be verified at* (http://ec.europa.eu/taxation_customs/vies/vatRequest.html?locale=en).
- Legal entities that carry out VAT-exempt activities in their own country (e.g. private physicians, dentists) should not be charged VAT.
- Parties not registered for VAT (e.g. natural persons, organizations and states) should always pay VAT on the arbitrator's fee in the country of the arbitrator.

Arbitrators registered for VAT in Sweden

Under Swedish VAT legislation liability to pay VAT arises when a service has been provided. An arbitrator is usually considered to provide services on the day of payment of the arbitrator's fee and reimbursement of expenses, provided that the arbitrator's mandate ceased within that accounting period (month, quarter or year). If payment is made before the invoice is issued, the day of payment must be indicated in the invoice. Hence, each arbitrator who is registered for VAT should issue an invoice every time they are paid, regardless of whether VAT applies or not.

Arbitrators registered for VAT outside Sweden

When accepting the appointment, arbitrators who are registered for VAT in a country other than Sweden should inform the SCC whether they are registered for VAT, whether any of the parties involved should pay VAT on the arbitrator's fee and, if so, what percentage should apply.

Which party should be invoiced?

For tax purposes, the buyer of the arbitration service is the party or parties finally liable to pay the Costs of the Arbitration according to the final award. Which party or parties actually paid the Advance on Costs is not relevant.

Thus, the arbitrator should issue an invoice and address it to the party finally liable to pay for the Costs of the Arbitration. Should two or more parties be finally liable, an invoice should be made out to each of the parties reflecting their individual payment obligation. Should there be more than one party on one side and the documen-

tation of the case shows that the dispute is financed solely by one of those parties, the arbitrator may instead choose to invoice the amount allocated to that side to the financing party only. The amount in the invoice should correspond to the amount that the party should pay according to the final award.

References to be included in the invoice

Invoices to parties with a VAT number in other EU countries should include the following reference: "Reverse charge procedure under Article 44 and 196 of the VAT Directive."

Invoices to parties outside the EU should include the following reference: "Export sale of services – outside the scope of the [arbitrator's country's] VAT Act"

See sample invoices in Appendices 2-4.

6. Arbitrators not registered for VAT

Most arbitrators appointed in SCC arbitrations are registered for VAT and will invoice parties accordingly. Arbitrators not registered for VAT must generally pay income taxes on their fees, and the parties may be required to pay social security fees.

Arbitrators domiciled outside of Sweden and not registered for VAT

Non-Swedish arbitrators not registered for VAT must inform the SCC, when accepting the appointment, whether any of the parties would be liable to pay social security fees on the arbitrator's fees and if so, at what rate. The SCC will use this information when calculating the advance on costs.

Arbitrators domiciled in Sweden and not registered for VAT

Income tax

Swedish arbitrators not registered for VAT must pay income taxes on their fees, and the parties are regarded as the arbitrator's employers for tax purposes. Where the party finally liable for the arbitration costs is Swedish, the SCC will withhold and pay to the tax agency 30% of the arbitrator fee as income tax. Where the party finally liable for the arbitration costs is not domiciled in Sweden, the arbitrator him- or herself should pay the preliminary income tax.

Social security contributions

In cases involving only Swedish parties, social security contributions must be paid on the fees to Swedish arbitrators not registered for VAT. The SCC will provide the liable party with the relevant documentation for payment of social security contributions.

If all parties to the proceedings are non-Swedish, no social security contributions need be paid (Sw. socialavgiftslagen (SFS 2000:980).

In cases with both Swedish and non-Swedish parties, social security contributions must be paid by the party finally liable for the arbitration costs, regardless of nationality. If applicable, a party liable to pay the costs of the arbitration should be informed in the final award of its liability to pay social security contributions.

If a non-Swedish party is liable for any part of the costs, the SCC will provide the liable party with the relevant documentation for payment of social security contributions.

7. Final award

The case ends with rendering a final award

As a main rule, a case referred to an arbitral tribunal ends when a final award is rendered (Section 27, Swedish Arbitration Act). This also applies to a case where the arbitral tribunal concludes it without ruling on the merits by dismissing the case due to lack of jurisdiction. At the request of both parties, the arbitral tribunal may record a settlement in a consent award (Art 45 of the Arbitration Rules).

However, should the case need to be terminated due to withdrawal or the parties' failure to pay the advance on costs, the arbitral tribunal should issue a decision to this effect.

If only part of the case ends, a separate award should be rendered.

Time limit for rendering the final award

The time limit for rendering the final award is set by the SCC in accordance with the applicable rules. The time limit is 6 months from the date of referral under the Arbitration Rules, and 3 months under the Expedited Rules.

The SCC may extend the time limit upon a reasoned request from the arbitral tribunal, or if otherwise considered necessary. Unless all parties agree otherwise, or if special circumstances exist, extensions longer than two months should not be expected. Under the Expedited Rules, extensions should be avoided to the extent possible. The arbitral tribunal is advised to take these guidelines into account when establishing the timetable for the arbitration.

When determining the fees of the arbitrator(s), the SCC will have regard to the extent to which the tribunal has acted in an efficient and expeditious manner. Last-minute requests or extensions resulting from arbitrator over-commitment are not viewed favourably.

The time limit for the final award cannot be extended if time has expired. Failure to render a final award within the time limit may constitute grounds for challenging the award.

Contents and Structure of the Final Award

Arbitrators should check for mandatory requirements as to the form and content of the award under applicable arbitration law.

Drafting styles and approaches vary among legal cultures. While there is no single correct style, all awards must be clearly structured and written, reasoned, and decide all issues, and only the issues, put before the tribunal. Technically, under the Expedited Rules Art 42(1), the parties must request a reasoned award no later than at the closing statement; in practice, all awards contain reasons.

Although the structure of the award should be tailored to the particulars of the case, all awards contain the same principal elements, usually in the same order: (1) Introduction, (2) Recitals, (3) Reasoning and Findings, and (4) Operative part. Some considerations for each section follow.

1. Notes regarding the Cover and Introduction

- The cover page should indicate the date, seat, and type of award (e.g. final, partial, award on jurisdiction/liability), names and addresses of parties and arbitrators, and nationality and any commercial registration number of all parties.
- Ensure that the procedural history is correct and complete.
- The tribunal must state the basis of its jurisdiction, referencing the parties' arbitration agreement(s). Where jurisdiction has been contested or there is a non-participating party, the tribunal's decision must be stated in the operative part of the award, and reasoning should be provided as with all other contested issues.
- The tribunal should clearly establish the scope of its mandate, including a summary of the parties' requests for relief and a clear statement of the issues to be decided. Excess of mandate is a commonly used and sometimes successful ground for challenging awards before Swedish courts; carefully delineating the mandate and checking against that delineation throughout the drafting of the award may be a worthwhile investment.

2. Recitals

- A summary of the relevant parts of the parties' arguments is often preferable to a lengthy verbatim report of the parties' arguments. The latter approach is common in Sweden but may appear cumbersome to foreign parties.
- Where there are many issues, clarity may be best served by an issue-by-issue structure of the award, i.e. for each contested issue, the parties' arguments are summarized and immediately followed by the arbitral tribunal's analysis and decision.

3. Reasoning & Findings

- The tribunal must provide sufficient, logically coherent reasons for its findings, aiming to ensure the losing party that the tribunal heard its arguments and considered the evidence presented.
- For each issue the tribunal should take care to explain how it perceived the facts of the case, how the relevant law applies to those facts, and how the tribunal arrived at its conclusion.
- The decision to allocate costs between the parties must, like all of the tribunal's findings, be supported by reasons. The tribunal should explain how it reasoned in its allocation of the costs of the arbitration between the parties. It is not enough to state which party should bear the costs.

4. Notes regarding the operative part

- The operative part of the award must clearly state the relief granted to the winning party and the obligation of the losing party to provide that relief. The tribunal should keep in mind the reader may be a non-specialist, non-native English-speaking enforcement official.
- It may be wise to double-check all damage calculations and check that all necessary information regarding interest is included (e.g. what type of interest and from what date).
- For enforcement purposes, the operative part of the award should include the SCC's determination of the costs of the arbitration. The fees, expenses, daily allowance and VAT should be specified for each arbitrator, administrative secretary and for the SCC. It is not enough that the operative part refers to the breakdown included earlier in the award.
- The tribunal's decision on cost allocation between the parties should be included in the operative part, with reasons included earlier in the award.
- The operative part of the award includes signatures of all arbitrators. If an arbitrator's signature is missing, the applicable arbitration law may require an explanation.

When drafting the award, the arbitral tribunal is encouraged to use the SCC Model Award in Appendix 1 (English) or Appendix 2 (Swedish).

Statutory notices in arbitrations seated in Sweden

All arbitrations seated in Sweden must conform to the Swedish Arbitration Act,[5] which require certain notices to be included in the awards. For arbitrations seated outside of Sweden, tribunals must include statutory notices required by the applicable arbitration law. The Swedish Act requires the following.

Section 41

Section 41 applies to all awards. Under Section 41, a party or an arbitrator may file an application with a District Court to amend of a final award as regards the compensation to the arbitrators. The Swedish Supreme Court has decided that Section 41 applies even where the arbitrators' fees were determined by an institution. The final award must contain clear instructions as to what a party must do if they wish to challenge the award in this part. The following language is sufficient:

> "A party may apply to amend the award regarding the decision on the fee[s] of the arbitrator[s]. Such application should be filed with the [Stockholm District Court or other district court within whose jurisdiction the arbitration had its seat] within two months [three months for arbitrations initiated before 1 March 2019] from the date when the party received this award."

In Swedish:

> "En part får ansöka om ändring av skiljedomen när det gäller ersättning till skiljedomarna.
>
> En sådan ansökas ska ges in till [tingsrätt beroende på skiljeförfarandets säte] inom två månader [tre månader om skiljeförfarandet inleddes innan 1 mars 2019] från den dag då parten fick del av domen."

[5] The Swedish Arbitration Act was revised in accordance with SFS 2018:1954. The new Act entered into force on 1 March 2019.

Section 36

Section 36 applies only where the tribunal concludes the case *without ruling on the substantive issues*, most commonly where the arbitration is dismissed for lack of jurisdiction. In those awards, Section 36 requires a statutory notice with instructions for challenge. The following language is sufficient:

> "A party may bring an action to amend the award within two months [three months for arbitrations initiated before 1 March 2019] from the date when the party received the award. This action should be brought before the Svea Court of Appeal [or other appeals court within whose jurisdiction the arbitration had its seat]."

In Swedish:

> "Den part som vill föra talan mot skiljedomen ska väcka talan vid [den hovrätt inom vars domkrets skiljeförfarandet har haft sitt säte] inom två månader [tre månader om skiljeförfarandet inleddes innan 1 mars 2019] från den dag då parten fick del av skiljedomen."

By contrast, final awards that do rule on the material issues can instead be challenged under Section 34, which does not require statutory notice or challenge instructions to be included in the award.

Distribution of the award

The tribunal should upload the award to the SCC Platform, as a signed and scanned PDF attachment, on the day that the award is rendered.

The same day, the tribunal should send a signed *hard-copy original* of the award to the parties by courier or registered mail. Proof of dispatch of the award to the parties should be sent to the SCC together with an original hard-copy of the award.

8. Settlement of account

The SCC holds the funds advanced by the parties under the Swedish Funds Accounting Act (Sw. lag (1944:181) om redovisningsmedel) and the SCC Rules. Without explicit support in the SCC Rules or in the Act, the SCC does not have the mandate to assist the parties to set off any claims against each other under the award. The parties may jointly instruct the SCC to do so.

Surplus

Most commonly, there are some funds remaining in the case account after the costs of the arbitration have been paid. This remainder is repaid to the parties in the same proportion as the advance was received by the SCC.

Deficit

Under the SCC Rules, the parties are jointly and severally liable to the arbitrator(s) and the SCC for the Costs of the Arbitration. If the Costs of the Arbitration exceed the funds advanced by the parties, the SCC will request payment from the parties (i) in line with the parties' liability for the Costs of the Arbitration as set out in the award, or (ii) as the SCC considers appropriate under the circumstances.

Appendix 1: SCC Model Award – English



[Final] Award

Made on [date]

The seat of arbitration is [country/city]

Arbitration no: [year/number]

Claimant:	[Name, address and registration/identification no.]
Claimant's counsel:	[Name, firm and address]
Respondent:	[Name, address and registration/identification no.]
Respondent's counsel:	[Name, firm and address]
Arbitral Tribunal:	[Name of chairperson/sole arbitrator, firm and address]
	[Name of co-arbitrator, firm and address]
	[Name of co-arbitrator, firm and address]

Decision

For the foregoing reasons, the Arbitral Tribunal renders the following decisions:

[…]

All other claims are dismissed.

The parties are jointly and severally liable to pay the costs of the arbitration. The costs of the arbitration have been set as follows.

> The fee of [chairperson/sole arbitrator] amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]]..
>
> The fee of [co-arbitrator 1] amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]].
>
> The fee of [co-arbitrator 2] amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]].
>
> The administrative fee of the SCC amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]].

As between the parties [summary of Arbitral Tribunal's decision on cost allocation, e.g. claimant A is liable to pay the entire costs of the arbitration].

[Where applicable:]
As regards the fee of [arbitrator], the parties are reminded to pay social security contributions and file an income tax return with the Swedish Tax Agency.

[Where the Swedish Arbitration Act applies:]
A party may apply to amend the award regarding the decision on the fee[s] of the arbitrator[s]. Such application should be filed with the [district court within whose jurisdiction the arbitration had its seat] within two months [three months for arbitrations initiated before 1 March 2019] from the date when the party received this award.

[Where the Arbitral Tribunal finds it does not have jurisdiction:]

[Where the Swedish Arbitration Act applies]:
A party may bring an action to amend the award within two months [three months for arbitrations initiated before 1 March 2019] from the date when the party received the award. This action should be brought before the [court of appeal within whose jurisdiction the arbitration had its seat].

Signature chairperson/sole arbitrator

Signature co-arbitrator Signature co-arbitrator

Appendix 2: SCC Model Award – Swedish

SCC Arbitration Institute

Skiljedom

Meddelad den [datum]

Skiljeförfarandets säte är [land/stad]

Skiljemål [år/nummer]

Kärande:	[namn, adress och person- eller organisationsnummer]
Ombud:	[namn, firma, och adress]
Svarande:	[namn, adress och person- eller organisationsnummer]
Ombud:	[namn, firma, och adress]
Skiljenämnd:	[namn, firma, och adress]
	[namn, firma, och adress]
	[namn, firma, och adress]

Domslut

Skiljenämnden fastställer att […]

Part A förpliktas att […]

Samtliga övriga yrkanden ogillas.

Parterna förpliktas att solidariskt betala följande skiljedomskostnader.

> Arvode till [ordföranden] om […] euro och omkostnader om […], totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].
>
> Arvode till [medskiljedomare 1] om […] euro och omkostnader om […] euro, totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].
>
> Arvode till [medskiljedomare 2] om […] euro och omkostnader om […] euro, totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].
>
> Administrativ avgift till Stockholms Handelskammares Skiljedomsinstitut om […] euro och omkostnader om […] euro, totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].

Parterna emellan [summering av nämndens kostnadsfördelning, e.g. käranden förpliktas att slutligt betala skiljedomskostnaderna.]

[Då en skiljedomare saknar F-skatt:]
Betalningsskyldig part erinras om sin skyldighet att betala sociala avgifter och lämna kontrolluppgift avseende arvode till [skiljedomare som i skattehänseende är att anse som anställd].

En part får ansöka om ändring av skiljedomen när det gäller ersättning till skiljedomarna. En sådan ansökas ska ges in till [tingsrätt beroende på skiljeförfarandets säte] inom två månader [tre månader om skiljeförfarandet inleddes innan 1 mars 2019] från den dag då parten fick del av domen.

[Då skiljedom meddelas utan avgörande i sak:]
Den part som vill föra talan mot skiljedomen ska väcka talan vid [den hovrätt inom vars domkrets skiljeförfarandet har haft sitt säte] inom två månader [tre månader om skiljeförfarandet inleddes innan 1 mars 2019] från den dag då parten fick del av skiljedomen.

Underskrift ordförande/ensam skiljedomare

Underskrift medskiljedomare Underskrift medskiljedomare

Appendix 3: SCC Model Decision on Jurisdiction – English



Decision on Jurisdiction

Made on [date]

The seat of arbitration is [country/city]

Arbitration no: [year/number]

Claimant:	[Name, address and registration/identification no.]
Claimant's counsel:	[Name, firm and address]
Respondent:	[Name, address and registration/identification no.]
Respondent's counsel:	[Name, firm and address]
Arbitral Tribunal:	[Name of chairperson/sole arbitrator, firm and address]
	[Name of co-arbitrator, firm and address]
	[Name of co-arbitrator, firm and address]

Decision

For the foregoing reasons, the Arbitral Tribunal renders the following decision[s]:

[…]

[Where applicable:]

The parties are jointly and severally liable to pay the costs of the arbitration. The costs of the arbitration have been set as follows.

> The fee of [chairperson/sole arbitrator] amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]].
>
> The fee of [co-arbitrator 1] amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]].
>
> The fee of [co-arbitrator 2] amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]].
>
> The administrative fee of the SCC amounts to EUR […] and compensation for expenses EUR […], in total EUR […], plus VAT of [[…] % or EUR […]].

As between the parties [summary of Arbitral Tribunal's decision on cost allocation, e.g. claimant A is liable to pay the entire costs of the arbitration].

[Where applicable:]
As regards the fee of [arbitrator], the parties are reminded to pay social security contributions and file an income tax return with the Swedish Tax Agency.

[Where the Swedish Arbitration Act applies:]
A party may apply to amend the award regarding the decision on the fee[s] of the arbitrator[s]. Such application should be filed with the [district court within whose jurisdiction the arbitration had its seat] within two months [three months for arbitrations initiated before 1 March 2019] from the date when the party received this award.

[Where the Arbitral Tribunal finds it has jurisdiction:]

[Where the Swedish Arbitration Act applies]:
A party may bring an action to amend this decision within 30 days from the date when the party received the decision. This action should be brought before the [court of appeal within whose jurisdiction the arbitration has its seat].

Signature chairperson/sole arbitrator

Signature co-arbitrator Signature co-arbitrator

Appendix 4: SCC Model Decision on Jurisdiction – Swedish

SCC Arbitration Institute

Beslut om jurisdiktion

Meddelad den [datum]

Skiljeförfarandets säte är [land/stad]

Skiljemål [år/nummer]

Kärande:	[namn, adress och person- eller organisationsnummer]
Ombud:	[namn, firma, och adress]
Svarande:	[namn, adress och person- eller organisationsnummer]
Ombud:	[namn, firma, och adress]
Skiljenämnd:	[namn, firma, och adress]
	[namn, firma, och adress]
	[namn, firma, och adress]

Domslut

Skiljenämnden fastställer att […]

[I tillämpliga fall:]

Parterna förpliktas att solidariskt betala följande skiljedomskostnader.

> Arvode till [ordföranden] om […] euro och omkostnader om […], totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].
>
> Arvode till [medskiljedomare 1] om […] euro och omkostnader om […] euro, totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].
>
> Arvode till [medskiljedomare 2] om […] euro och omkostnader om […] euro, totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].
>
> Administrativ avgift till Stockholms Handelskammares Skiljedomsinstitut om […] euro och omkostnader om […] euro, totalt […] euro plus mervärdesskatt om [[…] % eller […] euro].

Parterna emellan [summering av Skiljenämndens kostnadsfördelning, e.g. käranden A förpliktas att slutligt betala skiljedomskostnaderna.]

[Då en skiljedomare saknar F-skatt:]
Betalningsskyldig part erinras om sin skyldighet att betala sociala avgifter och lämna kontrolluppgift avseende arvode till [skiljedomare som i skattehänseende är att anse som anställd].

En part får ansöka om ändring av skiljedomen när det gäller ersättning till skiljedomarna. En sådan ansökas ska ges in till [tingsrätt beroende på skiljeförfarandets säte] inom två månader [tre månader om skiljeförfarandet inleddes innan 1 mars 2019] från den dag då parten fick del av domen.

[Då skiljenämnden finner sig ha jurisdiktion:]
Den part som vill föra talan mot beslutet ska väcka talan vid [den hovrätt inom vars domkrets skiljeförfarandet har sitt säte] senast 30 dagar från den dag då parten fick del av beslutet.

Underskrift ordförande/ensam skiljedomare

Underskrift medskiljedomare Underskrift medskiljedomare

Appendix 5: Sample invoice for EU arbitrators

For reference by arbitrators within the EU for invoices to EU business customers registered for VAT in a country other than the arbitrator's own.

	INVOICE NUMBER DATE OUR REFERENCE YOUR REFERENCE
[Name, address and reg. no of party]	

DESCRIPTION	AMOUNT EUR
Non-payable invoice, for reference purposes only	
Reverse charge of services under Articles 44 and 196 of the VAT Directive	
[Arbitrator's] fee in arbitration [case no]	
[Arbitrator's] expenses	

NUMBER		AMOUNT, VAT EXCL.	0
		VAT [ ] %	0
		VAT [own currency]	0
		AMOUNT, INCL VAT	0
Rate	[Date of award]		

Appendix 6: Sample invoice for EU arbitrators

For reference by arbitrators within the EU for invoices to EU customers in the country of the arbitrator and to EU customers not registered for VAT in a country other than the arbitrator's.

	INVOICE NUMBER DATE OUR REFERENCE YOUR REFERENCE
[Name, address and reg. no of party]	

DESCRIPTION	AMOUNT EUR
Non-payable invoice, for reference purposes only	
[Arbitrator's] fee in arbitration [case no]	
[Arbitrator's] expenses	

NUMBER		AMOUNT, VAT EXCL.	0
		VAT [ ] %	0
		VAT [own currency]	0
		AMOUNT, INCL VAT	0
Rate	[Date of award]		

Appendix 7: Sample invoice for EU arbitrators

For reference by arbitrators within the EU for invoices to customers seated outside the EU

	INVOICE NUMBER DATE OUR REFERENCE YOUR REFERENCE
[Name, address and reg. no of party]	

DESCRIPTION	AMOUNT EUR
Non-payable invoice, for reference purposes only	
Export sale of services – outside the scope of the EU VAT Directive	
[Arbitrator's] fee in arbitration [case no]	
[Arbitrator's] expenses	

NUMBER		AMOUNT, VAT EXCL.	0
		VAT [ ] %	0
		VAT [own currency]	0
		AMOUNT, INCL VAT	0
Rate	[Date of award]		