Sydsvenska Industri- och Handelskammarens
SKILJEDOMS INSTITUT

Mediation Rules of the Chamber of Commerce and Industry of Southern Sweden



The Arbitration Institute of the Chamber of Commerce and Industry of Southern Sweden
www.handelskammaren.com/tjänster/skiljedom
Ångbåtsbron 1, 211 20 Malmö, Sweden
+46 40 690 24 00

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Adopted and in force as of 20 September 2018

The following rules are intended to govern the situation when two or more parties have agreed to refer a dispute to mediation within the scope of the Arbitration Council of the Chamber of Commerce and Industry of Southern Sweden. The parties may already have a mediation clause in their agreement, but they may also agree on mediation after a dispute has arisen. The rules below are for independent mediation, i.e., mediation that is not conducted in direct connection with ongoing or upcoming arbitration.

(If the parties have an agreement that disputes between them are to be settled in arbitration according to the Arbitration Rules of the Arbitration Council of the Chamber of Commerce and Industry of Southern Sweden, mediation shall be conducted as a preliminary step, in accordance with the above-mentioned Arbitration Rules.)

Parties referring to the Mediation Rules of the Chamber of Commerce and Industry of Southern Sweden in an agreement shall be deemed to have agreed that these rules, and any subsequent amendments in force at the commencement of the mediation (the "Mediation Rules"), shall apply to the proceedings, unless otherwise agreed by the parties.

The Mediation Rules have been published in Swedish and English. The Swedish language version takes precedence.

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Model clause

Any dispute arising out of or in connection with this Agreement shall be referred to mediation in accordance with the Mediation Rules of the Chamber of Commerce and Industry of Southern Sweden, unless one of the parties to the dispute objects.

Clause regarding other dispute resolution

When the model clause is used in an agreement, the parties should also agree how to resolve disputes that cannot be settled in mediation. If reference is made to the Arbitration Rules of the Chamber of Commerce and Industry of Southern Sweden, one of the model clauses referring to these rules should be used. When referring to the Arbitration Rules of the Chamber of Commerce and Industry of Southern Sweden, the parties shall be considered to have agreed, following termination of the mediation according to the Mediation Rules, that the dispute is to be settled directly in arbitration without mediation pursuant to the Arbitration Rules.

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Arbitration Council and Secretariat

Article 1 The Arbitration Council of the Chamber of Commerce and Industry of Southern Sweden (the "Arbitration Council") is a body of the Chamber of Commerce and Industry of Southern Sweden (the "Chamber of Commerce"). The Arbitration Council is tasked with appointing a mediator in the manner provided in the Mediation Rules and administering any other issues required for conducting the mediation according to the Mediation Rules.

Article 2 The Arbitration Council is supported by a secretariat (the "Secretariat"). The Secretariat is authorised to administer any matters delegated to it by the Arbitration Council.

Article 3 Documents for the Arbitration Council should be submitted by email to:

skiljedom@handelskammaren.com.

Article 4 The Arbitration Council comprises no less than six and no more than ten members, including one chairman and one deputy chairman, all appointed by the Board of Directors of the Chamber of Commerce for a term of two years.

Article 5 The Board of Directors of the Chamber of Commerce may remove a member of the Arbitration Council. If a member resigns or is removed during his or her term of service, the Board of Directors of the Chamber of Commerce shall appoint a new member for the remaining term.

Article 6 The Arbitration Council is quorate if the chairman or the deputy chairman and two additional members are present. The majority view shall prevail.

Mediation

Article 7 Mediation under these Rules shall be conducted in an unbiased, efficient and prompt manner. What the parties have agreed upon shall prevail, provided that there is no impediment. Unless otherwise agreed by the parties, an agreement to mediate pursuant to these Rules does not constitute a bar to court proceedings or a bar to initiate arbitration.

Article 8 A party that wishes to refer a matter to mediation shall submit a written request to the Arbitration Council. The request for mediation shall contain the name and contact details of the parties and any counsel, a description of the dispute to be settled in mediation and a statement regarding the parties' agreement to mediate. A registration fee shall be paid when filing the request for mediation (see the Schedule of Costs in the Appendix).

Article 9 The Arbitration Council shall communicate the request to mediate to the other party and ask the other party to state their position regarding the request.

Article 10 If the parties have agreed on a specific mediator, the Arbitration Council shall appoint him or her. Otherwise, the Arbitration Council will appoint a mediator. Before the appointment, the Arbitration Council shall offer the parties the opportunity to state their views.

Article 11 The mediator must be impartial and independent. A person who is proposed as a mediator must disclose to the parties and the Arbitration Council any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. This shall also apply if such circumstances arise

during the mediation. A member of the Arbitration Council may be appointed as a mediator. Such a member must not participate in any decision regarding his or her appointment or in any other decision by the Arbitration Council regarding the mediation. At the joint request of the parties or if otherwise required, the Arbitration Council may remove an appointed mediator and appoint a new mediator according to Article 10.

Article 12 When the mediator has been appointed, the Arbitration Council shall set an advance on costs. The amount shall correspond to the total cost calculated according to Article 15 below less the registration fee already paid. At the request of the mediator, the Arbitration Council may resolve on additional advance payments during the mediation. Each party shall contribute an equal share of the advance on costs, unless otherwise agreed by the parties. One party may pay the entire amount. When the advance on costs has been paid, the Arbitration Council shall refer the dispute to the mediator. If a required advance on costs is not paid within the time period set by the Arbitration Council, the Arbitration Council may close the matter.

Article 13 The mediator shall determine how to conduct the mediation in consultation with the parties. Unless otherwise agreed by the parties, the mediation shall be terminated within 30 days of the appointment of the mediator. The Arbitration Council may extend this period by 15 days at the request of the mediator.

Article 14 The mediation is terminated by a settlement agreement between the parties, by a declaration on the part of the mediator to the parties that further mediation efforts are unlikely to lead to the resolution of the dispute, or by a written request from a party to the mediator and the other party that the mediation be terminated. In case of a settlement, the parties may, subject to the consent of the mediator, appoint the mediator as an arbitrator and request that he or she confirm the settlement agreement in an arbitral award.

Article 15 The costs of the mediation comprise the registration fee for the Arbitration Counsel, the mediator's fee and expenses for the mediation. The costs shall be determined by the Arbitration Council in accordance with the Schedule of Costs in force at the date of the request for mediation was received by the Arbitration Council. The parties are jointly and severally liable for all mediation costs. Unless otherwise agreed by the parties, the costs shall ultimately be borne by the parties in equal shares.

Confidentiality

Article 16 The Arbitration Council and the Secretariat shall treat all matters arising during the mediation as confidential. The mediator has a duty of confidentiality. The parties undertake not to summon the mediator as a witness in court or arbitration.

Limitation period

Article 17 If the mediation is subject to the Swedish Mediation Act (2011:860), a time-limited right to bring an action or a period of limitation that had not yet expired when the mediation commenced, shall expire no earlier than one month after the mediation is terminated.

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Miscellaneous

Article 18 Neither the Chamber of Commerce, the Arbitration Council, the Secretariat nor the mediator is liable for damage incurred by a party in connection with mediation, unless such damage was caused intentionally or by gross negligence.

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