



SWISS
CHAMBER

Camera
di Commercio
Svizzera
in Italia

ARBITRATION AND MEDIATION

ALTERNATIVE
DISPUTE
RESOLUTION

SWISS CHAMBER – SWISS CHAMBER OF COMMERCE IN ITALY

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Swiss Chamber, the Swiss Chamber of Commerce in Italy, has been promoting the use of arbitration since the Nineties as part of its chartered mission of supporting and fostering economic and trade relations between Switzerland and Italy.

Swiss Chamber, which has been operating in Italy since 1919, is now making its alternative dispute resolution (ADR) procedures available to businesses with support from a network of highly qualified professionals, with the aim of facilitating, expediting and decreasing the cost of potential disputes.

The duration and other aspects of the normal legal process in Italy encourage the search for solutions that enable swift, mutually agreeable resolution to conflicts relating to everyday business.

In view of this goal, Swiss Chamber has also introduced its new mediation service, designed to resolve disputes in the incipient stages.

We thus believe that our ADR procedures represent useful tools to businesses, supporting bilateral economic relations between Switzerland and Italy, and we extend our thanks to all the professionals who make what we do possible by collaborating with our Chamber of Commerce.

Barbara Hoepli

President

Swiss Chamber
Swiss Chamber of Commerce
in Italy

Alessandra Modenese Kauffmann

Secretary General

Swiss Chamber
Swiss Chamber of Commerce
in Italy

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I. ARBITRATION RULES

PREFACE

Arbitration has seen increasing use and development over the years, a process in the course of which many legal practitioners have been forced to reckon with significant changes in the law. The most recent of these is Legislative Decree No. 40/2006 reforming arbitration, *inter alia*, which entered into effect on 1 March 2006.

It thus became necessary to revise the *Arbitration Rules of Swiss Chamber – the Swiss Chamber of Commerce in Italy* to achieve two goals: to comply with the new legislation and to offer a service better suited to the real needs of lawyers and businesses, which increasingly require effective dispute resolution mechanisms offering alternatives to the ordinary justice system.

A specific Commission was formed to revise, add to and/or amend the existing *Arbitration Rules*, which I had the honour of chairing.

The revision of the *Rules* entails a certain (very limited) degree of "proceduralisation" of arbitration with the aim of ensuring that strict rules of procedure are observed to protect the parties' fundamental rights.

Sweeping change has been made to arbitration procedure in the form of new provisions that nonetheless safeguard the fluidity and simplicity for which the previous *Rules* were known. The various changes include a more detailed treatment of the preparatory stage of the procedure (the conditions for applications and notifications and the transmission of the files to the Arbitrators), together with a thorough set of specific provisions on the conduct of the procedure and the conditions for the submission of files and documents by the parties.

New model arbitration agreements have been drafted and specific provisions have been added governing the duties of the Arbitral Secretariat, with the aim of improving its ability to manage and organise procedures.

The overall revision project has been designed to provide an effective, up-to-date instrument, with a particular focus on the new legal and economic scenarios.

Professor Guido Alpa

The Arbitration Rules have been drafted by a Commission composed of:

Commission Chairman:

Professor Guido Alpa

former President of the National Bar Association

Commission Members:

Girolamo Abbatescianni

Studio Legale Abbatescianni & Associati - Milan

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Coordination by

Swiss Chamber - Swiss Chamber of Commerce in Italy

Arbitral Secretariat

Antonella Alfani

Legal Advisor to Swiss Chamber

Introduction - The Arbitral Secretariat

The Arbitral Secretariat of Swiss Chamber – Swiss Chamber of Commerce in Italy shall be responsible for all administrative duties and functions associated with the activity of the Chamber of Arbitration or requested by the Arbitrators. It shall ensure coordination of the various parties affected by arbitration proceedings.

In particular, in addition to as expressly provided in the Rules, the Arbitral Secretariat shall:

- a) receive the files relating to the arbitration proceedings from the parties, the Arbitrators and the Arbitration Commission and transmit all required communications to them;
- b) prepare the official case file for each Arbitration proceeding;
- c) issue copies of minutes and decisions to the parties, upon their request, and certify that they are true to the original;
- e) keep the files and documents of the proceedings at the sole disposal of the Arbitrators and the parties;
- f) verify the formal compliance of the award, before it is signed, at the Arbitrators' request;
- g) collect the fees and expenses due to the Secretariat and all other amounts due to Swiss Chamber – Swiss Chamber of Commerce in Italy;
- h) ensure the regular, prompt conduct of the Arbitration proceedings.

II ADMISSIBILITY CONDITIONS

ART. 1 Arbitration agreement

- (1) The arbitration procedure will be administered by Swiss Chamber – Swiss Chamber of Commerce in Italy (hereinafter always “Swiss Chamber”) where a written arbitration agreement has been entered into, according to the models appended to these Rules or otherwise, indicating the will of the parties to the arbitration to adopt the procedure set out in these Rules. The will of the parties may also be witnessed by an agreement post-dating the arbitration agreement.
- (2) The written form requirement is also considered to be met where the will of the parties has been expressed by fax or electronic message.

ART. 2 Appointment of the Arbitrators

- (1) The Arbitrators may be one or more in number, provided that the number of Arbitrators is odd.
- (2) Where not indicated in the arbitration agreement, the Arbitration Commission may assign the dispute to a Sole Arbitrator or multiple Arbitrators, in view of the nature and value of the dispute. The Arbitration Commission shall act on the request of the interested party, submitted according to the conditions set out in Art. 5, paragraph 2.

III – APPOINTMENT OF THE ARBITRATORS

ART. 3 Request for Arbitration and appointment of the Arbitrators

- (1) Unless the arbitration agreement or Articles 6 and 7, where applicable, provide otherwise, each party shall appoint its Arbitrator and the Arbitrators thus appointed shall appoint the third Arbitrator, who shall act as President.
- (2) The Request for Arbitration is submitted together with a document containing a declaration of intent to initiate arbitration, a brief statement of the subject-matter of the dispute,

an indication of the documents, if any, submitted for transmission, the appointment of the Arbitrator and a request for the other party to appoint its Arbitrator within 21 (twenty-one) days, with notice that in the event of failure to act the Arbitration Commission will be requested to make the appointment. Alternatively, the request must contain, where applicable, the information required by Articles 6 and 7.

- (3) The original request is filed pursuant to Art. 17, together with a copy of the arbitration agreement and the documents submitted for transmission, with the Swiss Chamber Arbitral Secretariat. The request is transmitted to the other party by the claimant through a court process server.
- (4) Within 21 (twenty-one) days of receipt of the request, the other party shall appoint its Arbitrator by document filed with the Swiss Chamber Arbitral Secretariat and transmitted by the said other party to the claimant according to the conditions set out in the foregoing paragraph. Where counterclaims are presented, the document filed must contain a concise indication of the subject-matter and the documents, if any, submitted for transmission.
- (5) If the other party fails to appoint its Arbitrator within the established time limit, the claimant may apply to the Swiss Chamber Arbitration Commission by application filed with the Arbitral Secretariat. The Arbitration Commission shall appoint the Arbitrator within 14 (fourteen) days of the filing of the request with the Secretariat, after verifying that the Request for Arbitration was duly filed and the date of its receipt. The Arbitral Secretariat shall inform the parties of such appointment immediately.
- (6) The procedure governed by the foregoing paragraph is invoked by application by the party that received the Request for Arbitration, where the said Request for Arbitration does not contain the appointment of the Arbitrator and the claimant has failed to make such appointment within 21 (twenty-one) days of the notice transmitted to the claimant by registered letter with return receipt.
- (7) By agreement with the other Arbitrator, the Arbitrator appointed by the Arbitration Commission shall appoint a third Arbitrator to act as President of the Panel.

ART. 4 Appointment of the third Arbitrator acting as President, the Sole Arbitrator and the Arbitral Panel

- (1) Where the Arbitrators appointed pursuant to the foregoing Article do not agree on the appointment of the third Arbitrator to act as President of the Panel within 21 days of their appointment, each of them may request that the Arbitration Commission make the appointment. The application may also be submitted jointly.
- (2) The application, to be made by document filed with the Secretariat, must be transmitted by the requesting party to the other Arbitrator already appointed.
- (3) The Arbitration Commission shall make the appointment within 14 (fourteen) days of the filing of the application, and the Secretariat shall notify the parties and the Arbitrators of the appointment.
- (4) Where under the arbitration agreement the third Arbitrator acting as President, the Sole Arbitrator or the entire Arbitral Panel is to be appointed by Swiss Chamber, the application is submitted by the interested party, may be directly included in the Request for Arbitration and must be transmitted to the other parties by the claimant. All the parties may request a hearing according to due process within seven (7) days of receipt of the above notice.
- (5) Where requested, the Arbitration Commission shall hold a hearing of the interested parties and then make the appointment within the following 14 (fourteen) days. In the event of failure to request a hearing, the Commission shall make the appointment at the end of the period indicated in the foregoing paragraph. In any event, the Secretariat shall immediately inform the parties and any Arbitrators already appointed of the appointment.

ART. 5 Appointment of the Sole Arbitrator or the President of the Panel by agreement between the parties or by a third party

- (1) If, under the arbitration agreement, the Sole Arbitrator or the President of the Arbitral Panel is to be appointed by agreement between the parties, the parties shall make the appointment by document duly signed by all parties and filed with the Arbitral Secretariat.

- (2) Where the parties are not in agreement on the appointment of the Sole Arbitrator or the President of the Panel, the interested party may request that the Arbitration Commission make the appointment once 14 (fourteen) days have elapsed from the notification of the Request for Arbitration.
- (3) The application is submitted by document filed with the Secretariat and transmitted to the other party by the applicant. All of the parties may request a hearing according to due process within seven (7) days of receipt of the above notification.
- (4) Where requested, the Arbitration Commission shall hold a hearing of the interested parties and then make the appointment within the following 14 (fourteen) days. In the event of failure to request a hearing, the Commission shall make the appointment at the end of the period indicated in the foregoing paragraph. In any event, the Secretariat shall immediately inform the parties and any Arbitrators already appointed of the appointment.
- (5) Where under the arbitration agreement the Sole Arbitrator or the President of the Panel is to be appointed by a third party, the appointment is filed with the Secretariat by the third party or the most diligent party. If the third party fails to act, the interested party may request that the third party make the appointment within the period of 14 (fourteen) days by registered letter with return receipt also sent to the adverse party.
- (6) If no action is taken within the allotted period, the interested party may request that the Swiss Chamber Arbitration Commission make the appointment by application filed with the Secretariat. The Commission shall make the appointment within 14 (fourteen) days of filing and the Secretariat shall immediately inform the parties and any Arbitrators already appointed of the appointment.

ART. 6 Appointment of the Arbitral Panel in proceedings involving multiple parties

- (1) Even where otherwise provided in the arbitration agreement, if there are more than two parties to the arbitration agreement and the request has been made by multiple parties or in respect of multiple parties, the dispute is decided by a Panel of three Arbitrators or a Sole Arbitrator appointed by agreement between all of the parties. In such cases, the Request for Arbitration must contain an indication of the number and names of the Arbitrators that it is proposed be appointed and an invitation to the other party or parties to signal their acceptance or submit counterproposals. The agreement must be witnessed by a written document signed by all parties, filed by the interested party with the Swiss Chamber Arbitral Secretariat.

- (2) If no agreement is reached within 21 (twenty-one) days of the notification of the Request for Arbitration, the appointment falls to the Swiss Chamber Arbitration Commission, which shall appoint a Panel of three Arbitrators or, if the arbitration agreement does not require the appointment of a Panel, a Sole Arbitrator within 14 (fourteen) days of the filing of the request. The Secretariat shall inform the parties of the appointment immediately.

ART. 7 Appointment of the Arbitral Panel or the Sole Arbitrator in company arbitration

- (1) Where the Request for Arbitration is submitted under an arbitration clause included in the articles of association of a company that provide for appointment by Swiss Chamber, it must contain an indication of the number of the Arbitrators it is proposed be appointed, where this number is not already stated in the arbitration clause.
- (2) Within 14 (fourteen) days of the receipt of the Request for Arbitration, the other parties may send the Swiss Chamber Arbitration Commission a notice filed with the Secretariat containing a statement of position on the number of Arbitrators that it is proposed be appointed.
- (3) The Swiss Chamber Arbitration Commission shall decide on the number of Arbitrators and appoint them within 14 (fourteen) days of the end of the period for filing the notice indicated in the foregoing paragraph.
- (4) The Arbitral Secretariat shall inform the parties of the decision immediately.

I.III - ARBITRAL PROCEEDINGS

ART. 8 Conditions for applications and notifications

- (1) The applications by the parties or the Arbitrators set out in the foregoing articles are to be made by document filed with Swiss Chamber, certified by the Secretariat. Notification of the other parties or the Arbitrators, where required, is done by registered letter with return receipt sent by the applicant.

- (2) As an alternative to filing, requests may be addressed to Swiss Chamber by registered letter with return receipt. In such cases, the requests will only be considered filed when they are received, and the date concerned will be recorded by the Secretariat on the original version of the document.
- (3) The notifications provided for in the foregoing articles, whether by the Chamber to the parties or by the Arbitrators or viceversa, are to be done by registered letter with return receipt. Unless otherwise decided by the Arbitrators, all notifications of parties that enter an appearance after the first hearing are to be done by fax to the number stated during the hearing pursuant to Art. 17.

ART. 9 Decisions by Swiss Chamber

- (1) The Arbitration Commission shall decide applications to appoint a Sole Arbitrators or Arbitrators or to determine the number of arbitrators, in accordance with the foregoing articles, on an informed basis, choosing the most appropriate individuals in view of the nature and value of the dispute. Reasons do not need to be stated for decisions of this nature.
- (2) Whenever in accordance with the foregoing articles the other parties are to be notified of an application, the Arbitral Secretariat shall verify the regularity and date of the notification.
- (3) If the parties to the Arbitration are of different nationalities or domiciled in different countries, the Arbitration Commission shall designate a person of a third nationality as the Sole Arbitrator or the President of the Arbitral Panel, barring an agreement between the parties to the contrary.

ART. 10 Transmission of the files to the Arbitrators

- (1) Immediately upon being informed of appointment, each Arbitrator shall send the Swiss Chamber Secretariat a declaration of independence and impartiality confirming compliance with the provisions of Art. 22 and disclosing the existence of any relationships with the parties, the counsel to the parties or the Arbitrators to be appointed pursuant to Art. 22. The Arbitral Secretariat shall notify all of the parties of the declaration.
- (2) The Secretariat shall transmit a copy of the files and documents to the Arbitrators immediately.

Within seven (7) days of receipt of the files, the President of the Tribunal or the Sole Arbitrator shall inform the Secretariat of the date of the first hearing, to be held in no more than 21 (twenty-one) days.

- (3) The Secretariat shall determine the amount of the advance payment due to Swiss Chamber and the Arbitrators according to the fee scale and shall notify the parties thereof with a request to make payment.
- (4) The Secretariat shall notify the parties of the date of the first hearing immediately.

ART. 11 First hearing and rules of procedure

- (1) At the first hearing, after verifying that the parties have been duly served notice to appear, the Arbitrators shall accept the appointment in a declaration recorded in or appended to the minutes and shall form an Arbitral Tribunal. The declaration of independence of the Arbitrators set out in Art. 10, paragraph 1, is also included in the minutes.
- (2) Without prejudice to the provisions of the arbitration clause or arbitration agreement, the Arbitrators may conduct the proceedings as they see fit, while in any event acting in accordance with the principles of due process and the equality of the parties.
- (3) Specific instructions regarding the conduct of the procedure and the methods for notifying filings and documents pursuant to Art. 17 are delivered at the first hearing and recorded in the minutes. Unless otherwise required by reasons of expediency, at the first hearing the Arbitrators shall grant the claimant a maximum of 20 (twenty) days to file a statement containing a thorough formulation of its claims, submissions and any preliminary motions, and the respondent a subsequent period of no more than 20 (twenty) days to file a statement of response containing any counterclaims, submissions and preliminary motions. Both parties are granted a separate period of ten (10) days for replies and further submissions, and the hearing for discussion of the case and an attempt at conciliation, where applicable, are scheduled immediately after the end of the final period. Time limits of no more than five (5) days may be set at the hearing for additional statements, solely for the purposes of presenting counter-evidence.
- (4) Unless otherwise indicated by the parties, the arbitration will follow formal procedure.

- (5) The provisions of the foregoing paragraphs apply solely to the extent compatible where the parties have entered into an arbitration agreement that provides for informal procedure.

ART. 12 Place of the Arbitration

- (1) The Arbitration will be conducted on the premises of Swiss Chamber, barring an agreement between the parties to the contrary. Hearings may also be held in another location. In any event, the award will be regarded as rendered on the premises of Swiss Chamber.

ART. 13 Language of the procedure

- (1) In the absence of an agreement between the parties, at the first hearing the Arbitrators shall decide in which language the arbitration procedure ought to be conducted, in view of the nature of the dispute and the language of the contract.
- (2) The Arbitrators may also determine that the parties' filings are to include a copy translated into a language other than the official language of the proceedings. In the event of discrepancy or dispute, the original in the official language will prevail.
- (3) Documents are produced in the language of the original, unless the Arbitrators order them to be translated, in the event of a discrepancy with the language of the procedure.

ART. 14 Substantive law governing the dispute

- (1) In the absence of an agreement between the parties on the law governing the dispute on the merits, at the first hearing the Arbitrators shall select the body of substantive law to which the relationship is most closely connected.
- (2) In the course of the procedure, the parties, by agreement, may request that the Arbitrators apply different law from that initially selected, including with regard to individual contractual clauses.

ART. 15 Arbitrators' powers – Interim decisions on the merits

- (1) The Arbitrators shall exercise all powers aimed at prompt, fair conduct of the proceedings.
- (2) The Arbitrators may attempt to reconcile the parties at any time during the procedure.
- (3) If such reconciliation is successful, the Arbitrators are exempted from rendering an award. However, by joint request of the parties, they may render a consistent award.
- (4) Unless excluded by the arbitration agreement or a mandatory provision of law, the Arbitrators may render a revocable decision, at the application of a party in the course of the proceedings and without prejudice to due process, for measures aimed at temporarily protecting the interests of the parties, with effects limited to the parties, or interim decisions on the merits with immediate effect, requiring appropriate security from the requesting party, where necessary.

ART. 16 Notification of Arbitrators' decisions

- (1) Decisions rendered by the Arbitrators during a hearing are recorded in the minutes and the parties present are considered to have been notified of them. Notification of the parties of matters other than Arbitrators' decisions is done by the Arbitral Secretariat via registered letter with return receipt.
- (2) Decisions rendered outside of a hearing are filed by the Arbitrators with the Arbitral Secretariat and appended to the record of the proceedings. The Secretariat shall notify the appearing parties thereof within three days by fax sent to the number provided by the parties at the initial hearing.
- (3) The Secretariat is responsible for executing summons of witnesses to appear, applications for evidence admitted by the Arbitrators and notification non-appearing parties of orders for production, inspection or deposition rendered by the Arbitrators, via registered letter with return receipt.

ART. 17 Filing and notification of documents submitted by the parties

- (1) Unless the Arbitrators issue instructions to the contrary, statements and documents submitted by the parties, duly signed by their legal representatives or an attorney-in-fact with a written power of attorney, are filed with the Arbitral Secretariat in the original, together with a copy for each of the other parties and for each of the Arbitrators. The filing party shall give direct advance notice, within the established time limit, to the other parties at the fax number provided by each party in the declaration entered into the record at the first hearing.
- (2) The documents, accompanied by the list, are filed with the Arbitral Secretariat together with a copy for each of the Arbitrators and the other parties. The other parties must always be directly notified of the list in question by the filing party, in the manner specified in the foregoing paragraph.
- (3) The Secretariat shall certify the filing of the documents by affixing a date, stamp and signature on the original. Where requested, the Secretariat shall issue a filing receipt.
- (4) The Secretariat shall be responsible for the transmission of the Arbitrators' files and documents.

ART. 18 Expiry of time limits

- (1) The time limits set in these Rules or by the Arbitrators to submit documents are to be regarded as observed when the documents in question are filed with the Arbitral Secretariat by noon on the day on which the time limit expires or, if the time limit ends on a non-business day, the next business day for Swiss Chamber, unless the other parties are to be notified by fax, pursuant to Art. 17.1 paragraph, on the day on which the time limit expires.
- (2) Where requested, Swiss Chamber, through the Arbitral Secretariat, shall issue certification that its offices are closed for business on certain days.

ART. 19 Discussion hearing

- (1) Before deciding, the Arbitrators shall set a time limit, by joint request by the parties, for the filing of statements of conclusions and an additional time limit for statements of reply and may invite the parties to participate in a discussion hearing, at which they may be represented by an attorney-in-fact.

ART. 20 Arbitration Award

- (1) The Arbitrators shall decide by majority, succinctly stating the grounds for their decision. In a procedure with multiple Arbitrators, an award may only be signed by the majority of the Arbitrators, provided that it is clarified that the award was deliberated with the involvement of all Arbitrators and that the others were unable or unwilling to sign it.
- (2) Awards are signed by the Arbitrators on each page and at the end of the document and are filed with Swiss Chamber, which notifies the other parties of filing via registered letter with return receipt.
- (3) Awards are delivered without delay, in the form of signed copies, by the Arbitral Secretariat to the parties at their request, except as provided in Art. 24, paragraph 4. Under no circumstances may the Secretariat issue copies of awards to persons other than the parties, barring an agreement with the parties to the contrary.

ART. 21 Time limit for decisions

- (1) The Arbitrators shall render a final award within six months of the date of the hearing set out in Art. 11. Where the Arbitrators decide to admit evidence or expert testimony, the above time limit is automatically extended by two months, without prejudice to paragraph 2.
- (2) By reasoned decision, the Arbitration Commission may extend the time limit for the filing of an award on one or more occasions, provided that such extension does not harm the interests of the parties and Swiss Chamber in the expeditious conduct of the arbitral proceedings. An extension is ordered by the Secretariat where on a joint request from all parties.
- (3) The time limit for rendering an award is considered observed when the award is filed with the Arbitral Secretariat pursuant to Art. 18.

I.V – THE ARBITRATORS

ART. 22 Independence and impartiality of the Arbitrators

- (1) Without prejudice to the provisions governing arbitration and the applicable codes of ethics, the Arbitrators must be independent from the parties, their counsel and the other members of the Arbitral Tribunal, both when appointed and throughout the proceedings. The Arbitrators' independence and impartiality form the subject-matter of the declaration set out in Art. 10, paragraph 1.
- (2) In any event, an Arbitrator cannot be regarded as impartial if he or she, or a colleague from his or her firm, has provided counsel to one of the parties to the proceedings, in or out of court.

ART. 23 Replacement and recusal of Arbitrators

- (1) By the request of a party, the Arbitration Commission may, at any time in the course of the proceedings, replace an Arbitrator, by reasoned decision, when the said Arbitrator delays or neglects his or her official duties.
- (2) Each party may recuse an Arbitrator on grounds that cast serious doubt on the Arbitrator's independence or impartiality by document filed prior to the hearing set out in Art. 11 or within seven (7) days of becoming aware of the grounds for recusal. The filing of an application for recusal suspends the ongoing time limits and the arbitral procedure and the request is decided without delay by the Swiss Chamber Arbitration Commission, in consultation with the parties, by unappealable, reasoned decision.
- (3) At the request of one or both parties, the Arbitration Commission replaces the Arbitrator who is unable to discharge his or her duties.
- (4) The party that appointed the replaced or dismissed Arbitrator or, as the case may be, the Arbitration Commission, shall appoint the new Arbitrator. The replaced Arbitrator is entitled to fees for the part of the proceedings already conducted.

- (5) In the event of replacement pursuant to paragraphs 1 and 3, the replaced Arbitrator is entitled to fees for the portion of the proceedings already conducted, unless the omission or delay mentioned in paragraph 1 is found to be without justified reason in the same decision of the Arbitration Commission in favour of replacement. In any case, in the event of replacement pursuant to paragraphs 1 and 3, the proceedings continue with the new Arbitrator from the point at which they were interrupted.

IV – FINAL PROVISIONS

ART. 24 Fees of the Arbitrators and Swiss Chamber – Costs of the procedure

- (1) The Swiss Chamber Arbitral Secretariat shall set the Arbitrators' fees and Swiss Chamber's compensation on the basis of the rates in effect from time to time and the criteria for distributing the advances due, without prejudice to joint and several liability. The Secretariat shall determine advances separately for the claims of each of the parties.
- (2) At the request of a party, the Arbitration Commission may make exceptions to the standard rates for disputes of exceptional complexity or value, or of particular simplicity, by reasoned decision.
- (3) When rendering the award, the Arbitrators shall decide the final amount of their fees on the basis of the rates in effect and calculate their expenses, for which they shall hold the losing party liable, unless there are grounds for the parties to pay their respective costs.
- (4) The Arbitral Secretariat may suspend the delivery of the award to the parties until the Secretariat's fees and all compensation due to the Arbitrators have been paid.

I.VI – MODEL ARBITRATION AGREEMENT

- Base text

“All disputes in any manner arising from, or related to, this contract will be resolved, definitively and without possibility of appeal, according to the Arbitration Rules of Swiss Chamber – Swiss Chamber of Commerce in Italy by a Sole Arbitrator (or, alternatively) by a Panel of three Arbitrators appointed in accordance with the said Rules, which are integral part of this clause and which also govern the arbitral procedure.”

- Alternative for “totally independent” or multi-party arbitration

“All disputes in any manner arising from, or related to, this contract will be resolved, definitively and without possibility of appeal, according to the Arbitration Rules of Swiss Chamber – Swiss Chamber of Commerce in Italy by a Sole Arbitrator (or, alternatively) by a Panel of three Arbitrators appointed by Swiss Chamber in accordance with the said Rules, which are integral part of this clause and which also govern the arbitral procedure.”

- Companies clause

“All disputes arising in any manner from these Articles of Association – including disputes regarding resolutions of the shareholders' meeting or board of directors, disputes initiated by a shareholder, director, statutory auditor or liquidator, or by a company with such persons, will be resolved by a Sole Arbitrator (or, alternatively) by a Panel of three Arbitrators appointed by Swiss Chamber in accordance with the Arbitration Rules of the Swiss Chamber of Commerce in Italy, which are an integral part of this clause and which also govern the arbitral procedure.”

- Arbitration agreement

~~*“All future disputes relating in any manner to (there follows a brief description of the*~~

relationship or relationships that are to be subject to arbitration) will be resolved, definitively and without appeal, according to the Arbitration Rules of Swiss Chamber – Swiss Chamber of Commerce in Italy by a Sole Arbitrator (or, alternatively) by a Panel of three Arbitrators appointed in accordance with the said Rules, which are an integral part of this clause and which also govern the arbitral procedure.”

This Agreement has a term of _____”.

I.VII - RULES OF THE SWISS CHAMBER ARBITRATION COMMISSION

ART. 1 The Commission's duties

Within the framework of the current Swiss Chamber *Arbitration Rules*, the Arbitration Commission shall:

- set the number of the Arbitrators as established in Art. 2 of the Arbitration Rules;
- appoint the Arbitrator of the party, the Arbitrator acting as President, the Sole Arbitrator or the entire Arbitral Panel in accordance with the requirements of impartiality, authoritativeness and competence;
- appoint the Arbitrator, where requested, in informal arbitration procedures;
- ensure impartiality in the distribution of appointments and the thorough rotation of appointments;
- express opinions and formulate proposals for the Board of Directors of Swiss Chamber on the adoption of initiatives aimed at publishing, promoting and developing the “arbitral function”; maintain and develop, where possible, relations with other entities, institutions or national and international organisations the aims of which include promoting the “arbitral function” in various ways.

ART. 2 Characteristics of members of the Commission

The Arbitration Commission must be composed of individuals whose professional qualifications, positions in the field of commerce and labour, or other merits in social and economic endeavours have garnered them experience in their respective sectors that renders them suited to making decisions suited to solving the problems presented by the various types of arbitration.

ART. 3 Composition of the Commission

The Arbitration Commission is chaired by the acting President of Swiss Chamber and is composed of a minimum of five and a maximum of nine members.

ART. 4 Appointment of members

The number of members is determined, and the members appointed, by the Board of Directors of Swiss Chamber on the proposal of the Steering Committee of Swiss Chamber and the members remain in office for two years. The Commission's members may be re-elected.

ART. 5 Resignation of a member

In the event of the resignation of one of the members of the Arbitration Commission, the Board of Directors, on the proposal of the Steering Committee, shall appoint a replacement, who shall remain in office until the end of the Arbitration Commission's term.

ART. 6 Commission meetings

The Arbitration Commission is convened by the Swiss Chamber Arbitral Secretariat when instructed by the President of the Commission, who shall prepare the agenda. In extremely urgent cases, meetings may be convened by fax and/or in electronic format with minimum notice of 48 hours. The members of the Commission may also meet using teleconferencing and videoconferencing systems.

ART. 7 Arbitral Secretariat

Among its other duties, the Arbitral Secretariat shall draft and sign the minutes of meetings of the Commission together with the President.

ART. 8 Commission resolutions

The Arbitration Commission shall pass resolutions by the majority of those present. However, the presence of the majority of the members of the Arbitration Commission is required. In the event of a tie, the President's vote decides. If the President is unable to perform his or her duties, he or she will be replaced by the eldest member of the Arbitration Commission.

ART. 9 Grievances

Grievances may be lodged against resolutions passed by the Arbitration Commission within 14 days of notification of the resolution to which the grievance refers.

Grievances are decided by the Commission within 14 days of receipt of the most recent grievance. The Commission shall decide on a final, reasoned basis.

ART. 10 Register

The Arbitration Commission shall keep a Register containing the minutes. In particular, this Register will contain a record of:

- the parties and subject-matter of the arbitration; and
- appointments, with concise reasons.

ART. 11 Exclusions of the appointment of Arbitrators

Members of the Board of Directors of Swiss Chamber, members of the Steering Committee, employees of Swiss Chamber, members of the Arbitration Commission and the Arbitral Secretary may not be appointed arbitrators while they continue to occupy their respective positions or remain employed in the above capacities.

ART. 12 Remuneration of the Commission

The members of the Arbitration Commission shall render their services entirely free of charge. Swiss Chamber shall only be liable for the out-of-pocket expenses incurred by the Arbitration Commission.

I.II SIMPLIFIED ARBITRATION RULES

I.II.1 ADMISSIBILITY CONDITIONS

ART. 1 Scope of application

- (1) These Simplified Arbitration Rules apply to all disputes the value of which does not exceed 1,500,000 euro.
- (2) For the purposes of establishing the scope of application of the Simplified Arbitration Rules, the value of the dispute is determined on the basis of the value indicated by the claimant in the Request for Arbitration, without taking account of the value of any counterclaim indicated by the respondent in the Statement of Appearance.
- (3) Neither interest accrued prior to the submission of the request nor the costs of the arbitration procedure are considered when determining the value of a dispute.
- (4) In any event, the parties may decide, by mutual agreement, that a dispute is to be subject to the Simplified Arbitration Rules, regardless of the value of the dispute.

ART. 2 Arbitral Tribunal

- (1) The Arbitral Tribunal will be composed of a Sole Arbitrator (hereinafter the "Arbitrator").
- (2) Where the parties have specified an Arbitral Panel in the arbitration agreement, the dispute will not be subject to these Simplified Arbitration Rules.

I.II.2 – APPOINTMENT OF THE ARBITRATORS

ART. 3 Appointment of the Arbitrator

- (1) The Arbitrator is appointed by the Arbitration Commission within 15 days of the filing of the Statement of Appearance, an agreement between the parties to the contrary notwithstanding.

I.II.3 – ARBITRAL PROCEEDINGS

ART. 4 Request for Arbitration

- (1) The party that intends to promote the arbitration procedure shall file the Request for Arbitration with the Secretariat.
- (2) The Request for Arbitration, signed by the party or counsel with a power of attorney, is submitted in a document containing:
 - a. the name and domicile of the parties, with an indication of their certified e-mail address and the fax number to which notifications may be validly sent;
 - b. a description of the subject-matter of the dispute;
 - c. a statement of the claim;
 - d. the value of the dispute per Art. 1;

- e. the text of the arbitration agreement;
 - f. a specific indication, on pain of inadmissibility, of the evidence and documentation in support of its claim, with an indication of the names, positions, residence and domicile of the persons it is requested be consulted in the course of the arbitration proceedings as representatives or witnesses or in another capacity.
- (3) The original of the request is filed with the Secretariat together with a copy of the arbitration agreement and the documents that are submitted for transmission. The other party is notified of the request by the claimant, via registered letter with return receipt or process server.

ART. 5 Statement of Appearance

- (1) Within 30 days of receipt of the Request for Arbitration, the respondent shall file the original of the Statement of Appearance and documents submitted for transmission with the Secretariat. The respondent shall also transmit the Statement of Appearance simultaneously to the claimant by certified electronic mail.
- (2) The Statement of Appearance contains the following information:
- a. an indication of the certified e-mail address and fax number to which notifications may be validly sent;
 - b. replies to the Request for Arbitration, taking a specific position on the facts on which the Request is based;
 - c. a counterclaim, if any, with a statement of the facts and a specific indication of the subject-matter and value of the counterclaim;
 - d. a specific indication, on pain of inadmissibility, of the evidence and documentation in support of its position and the counterclaim, with an indication of the names, positions, residence and domicile of the persons it is requested be consulted in the course of the arbitration proceedings as representatives or witnesses or in another capacity;
 - g. the power of attorney granted to counsel, where appointed.

ART. 6 Statement of Reply

- (1) Where the Statement of Appearance contains a counterclaim, the claimant may file a Statement of Reply with the Secretariat within 15 days of notification by the respondent. The claimant shall transmit the Statement of Reply to the respondent concurrently by certified electronic mail.
- (2) The Statement of Reply contains the following information:
 - a. replies to the counterclaim, taking a specific position on the facts cited as the basis for the counterclaim;
 - b. a specific indication, on pain of inadmissibility, of the evidence and documentation in support of its position, with an indication of the names, positions, residence and domicile of the persons it is requested be consulted in the course of the arbitration proceedings as representatives or witnesses or in another capacity.

ART. 7 Secretariat's expenses and advances for the Arbitrator

- (1) The Secretariat shall determine the amount of the Secretariat's expenses and advances due to the Arbitrator jointly and severally from the parties according to the fee scale and shall inform the parties thereof with a request to make payment.
- (2) Failure to pay part or all of the Secretariat's expenses and advances to the Arbitrator will result in the suspension of the arbitration proceedings.

ART. 8 Transmission of the files to the Arbitrator and acceptance of the engagement

- (1) Within three days of appointment, the Arbitrator shall send the Secretariat a declaration of independence and impartiality confirming his or her compliance with Art. 20 and disclosing any relations with the parties or their counsel pursuant to Art. 20.

- (2) Upon receiving the declaration of independence and impartiality set out under the foregoing paragraph, the Secretariat shall transmit a copy of the files and documents to the Arbitrator immediately.
- (3) Within five days of receipt of the files and documents, the Arbitrator shall also send the Secretariat a declaration of undertaking (hereinafter the “declaration of undertaking”) to conclude the arbitration procedure within the terms laid down in these Rules and in particular in Art. 11, while also confirming that he or she has adequate, sufficient time to ensure the regular, prompt conduct of the arbitration proceedings.
- (4) The Secretariat shall notify all parties of the declaration of independence and impartiality and the declaration of undertaking.
- (5) Within 21 days of the transmission of the declaration of undertaking, after verifying the regularity of the notification of the Request for Arbitration, Statement of Appearance and Statement of Reply, the Arbitrator appointed shall:
 - a) accept the engagement and form an Arbitral Tribunal;
 - b) set the date of the first hearing within 21 days;
 - c) decide on the witness testimony requested by the parties;
 - d) decide on all other preliminary matters.
- (6) The Secretariat shall immediately notify the parties of the Arbitrator's decisions (hereinafter the “Decisions”), and the interested party shall execute such Decisions, where necessary.

ART. 9 Hearings and conduct of the procedure

- (1) At the first hearing, in accordance with the principle of due process and the equality of the parties, the Arbitrator shall take all measures aimed at ensuring the swift completion of the arbitration procedure. The minutes of the first hearing are appended to the Decision, together with the declaration of independence and impartiality and the declaration of undertaking.
- (2) Where necessary, the Arbitrator shall question the witnesses, take a free deposition of the parties and acquire all other evidence.

- (3) Where the Arbitrator deems it indispensable to decide the dispute, he or she may order expert witness testimony. In such cases, the Arbitrator shall take the measures most appropriate to ensuring a swift resolution of the dispute.
- (4) The Arbitrator shall order the oral discussion of the case or the filing of the statements of conclusion and/or reply.
- (5) Unless otherwise indicated by the parties, Arbitration follows formal procedure.

ART. 10 Arbitration Award

- (1) The Arbitrator shall decide the dispute in an Arbitral Award rendered in accordance with the law, unless the arbitration agreement provides otherwise.
- (2) The Award is signed by the Arbitrator on all pages and at the bottom and filed with the Secretariat, which shall notify the parties of filing by certified electronic mail.
- (3) The Award is delivered without delay in a sealed copy by the Secretariat to the parties upon their request, the provisions of Art. 22 notwithstanding. Under no circumstances may the Secretariat issue copies of awards to persons other than the parties, barring an agreement with the parties to the contrary.

ART. 11 Time limit for decisions

- (1) The Arbitrator shall make the final Award within four months of the formation of the Tribunal set out in Art. 8. Where the Arbitrator decides to admit expert witness testimony, the above time limit is automatically extended by two months, without prejudice to the provisions of the subsequent paragraph.
- (2) Upon the Arbitrator's request, solely in cases of exceptionally complex arbitration procedures, or where it is objectively impossible to comply with the time limit for making the Award set out in the foregoing paragraph, the Arbitration Commission may extend the time limit for filing the Award on one or more occasions, provided that such extension does not harm the interest of the parties or of Swiss Chamber – Swiss Chamber of Commerce in Italy in the rapid conduct of the arbitration proceedings.

ART. 12 Conditions for applications and notifications

- (1) Requests by the parties or the Arbitrator are made by document filed with Swiss Chamber, certified by the Secretariat. Where notification of the other parties or the Arbitrator is prescribed, such notification is done via certified electronic mail by the requesting party.
- (2) As an alternative to filing, requests may be addressed to Swiss Chamber via certified electronic mail. In such cases, requests are only considered made when received and the date of the requests is recorded by the Secretariat on the original of the document, which is included in the official case file of the arbitration proceedings.
- (3) Notification required under the foregoing articles, by the Chamber to the parties or Arbitrators or vice versa, is done by filing with the Secretariat during office hours, or via certified electronic mail or fax at any time.

ART. 13 Decisions by Swiss Chamber

- (1) The Arbitration Commission shall appoint the Arbitrator, on a fully informed basis, choosing the most appropriate persons in the light of the nature and value of the dispute. Reasons do not need to be stated for decisions of this nature.

ART. 14 Place of the Arbitration

- (1) The Arbitration is conducted on the premises of Swiss Chamber – Swiss Chamber of Commerce in Italy, barring an agreement between the parties to the contrary.

ART. 15 Language of the procedure

- (1) Barring a provision of the arbitration agreement to the contrary, the arbitration procedure is conducted in the Italian language.

ART. 16 Substantive law governing the dispute

- (1) The Arbitrators shall identify the substantive statutes to which the relationship is most closely connected as the body of substantive law applicable to the dispute.
- (2) In the course of the procedure, the parties, by agreement, may request that the Arbitrator apply different law from that initially selected, including with regard to individual contractual clauses.

ART. 17 Arbitrator's powers – Interim decisions on the merits

- (1) The Arbitrator shall exercise all powers aimed at prompt, fair conduct of the proceedings.
- (2) The Arbitrator may attempt to reconcile the parties at any time during the procedure.
- (3) If such reconciliation is successful, the Arbitrator is exempted from rendering an award. However, by joint request of the parties, the Arbitrator may render a consistent award.
- (4) Unless excluded by the arbitration agreement or a mandatory provision of law, the Arbitrator may render a revocable decision, at the application of a party in the course of the proceedings and without prejudice to due process, for measures aimed at temporarily protecting the interests of the parties, with effects limited to the parties, or interim decisions on the merits with immediate effect, requiring appropriate security from the requesting party, where necessary.

ART. 18 Notification of Arbitrator's decisions

- (1) Decisions rendered by the Arbitrator during a hearing are recorded in the minutes and the parties present are considered to have been notified of them. The Secretariat shall notify the non-appearing parties of the Arbitrator's decisions via registered letter with return receipt.

- (2) Decisions rendered outside of a hearing are filed by the Arbitrator with the Secretariat and appended to the record of the proceedings. The Secretariat shall inform the appearing parties thereof within three days via certified electronic mail or fax.

ART. 19 Filing and notification of documents submitted by the parties

- (1) Unless otherwise decided by the Arbitrator, the parties' statements and documents are filed in a single original with the Secretariat. Statements and documents are transmitted directly by the filing party, within the established time limit, by fax or certified electronic mail to the other parties and the Arbitrator.
- (2) The documents, together with the list, are filed with the Secretariat in a single original. The other parties must always be directly notified of the list in question by the filing party, in the manner specified in the foregoing paragraph. The filing party shall deliver to the documents to the Arbitrator and the other parties by hand or by courier within three days thereof.

I.II. 4 – THE ARBITRATOR

ART. 20 Independence, impartiality and undertaking of the Arbitrator

- (1) Without prejudice to the provisions governing the Arbitration and the codes of ethics applicable to the Arbitrator and the parties, the Arbitrators must be independent from the parties and their counsel, both when appointed and throughout the proceedings.
- (2) In any event, the Arbitrator cannot be regarded as impartial if he or she, or a colleague from his or her firm, has provided counsel to one of the parties to the proceedings, in or out of court, in the past two years.
- (3) The Arbitrator may not accept appointment for mandates that he or she is unable to complete due to reasons of competence or time.

- (4) The Arbitrator's independence, impartiality and undertaking form the subject-matter of the declarations set out in Art. 8.

ART. 21 Replacement and recusal of the Arbitrator

- (1) By the request of a party or on its own motion, the Arbitration Commission may, at any time in the course of the proceedings, replace an Arbitrator, by reasoned decision, when the said Arbitrator delays or neglects his or her official duties.
- (2) Each party may recuse an Arbitrator on grounds that cast serious doubt on the Arbitrator's independence or impartiality by document filed prior to the hearing set out in Art. 9 or within seven (7) days of becoming aware of the grounds for recusal. The filing of an application for recusal suspends the ongoing time limits and the arbitral procedure and the request is decided without delay by the Arbitration Commission, in consultation with the parties, by unappealable, reasoned decision.
- (3) At the request of one or both parties or on its own motion, the Arbitration Commission shall replace the Arbitrator who is unable to discharge his or her duties.
- (4) In the event of replacement pursuant to paragraphs 1 and 3, the replaced Arbitrator is entitled to fees for the portion of the proceedings already conducted, unless the omission or delay mentioned in paragraph 1 is found to be without justified reason in the same decision of the Arbitration Commission in favour of replacement. In any case, in the event of replacement pursuant to paragraphs 1 and 3, the proceedings continue with the new Arbitrator from the point at which they were interrupted.

I.II. 5 – FINAL PROVISIONS

ART. 22 Fees of the Arbitrator and of Swiss Chamber – Swiss Chamber of Commerce in Italy – Costs of the procedure

- (1) The Secretariat shall determine the value of the dispute for the purposes of establishing the Arbitrator's fees and the compensation of Swiss Chamber – Swiss Chamber of Commerce in Italy on the basis of the rates in effect from time to time and the criteria for distributing the advances due, without prejudice to joint and several liability. The Secretariat shall determine advances separately for the claims of each of the parties.
- (2) At the request of a party, the Arbitration Commission may make exceptions to the standard rates for disputes of exceptional complexity or value, or of particular simplicity, by reasoned decision.
- (3) When rendering the award, the Arbitrator shall decide the final amount of his or her fees on the basis of the rates in effect and calculate his or her expenses, for which he or she shall hold the losing party liable, unless there are grounds for the parties to pay their respective costs.
- (4) The Secretariat may suspend the delivery of the award to the parties until the Secretariat's fees and expenses and all compensation due to the Arbitrator have been paid.

ART. 23 Coordinating provisions

- (1) These Simplified Arbitration Rules apply, on condition that the requirements set out in Articles 1 and 2 have been met, where the dispute is subject to the Swiss Chamber Arbitration Rules, and a reference by the parties to the Arbitration Rules of Swiss Chamber – Swiss Chamber of Commerce in Italy will automatically be understood as a reference to these Simplified Arbitration Rules.
- (2) Without prejudice to the foregoing paragraph, these Simplified Arbitration Rules apply to all arbitral disputes commenced following the adoption of the said Rules.

I.III EXPEDITED INFORMAL ARBITRATION RULES

I.III.1 - ARBITRATION AGREEMENT

The expedited informal arbitration procedure (hereinafter the “Arbitration”) is administered by the Arbitral Secretariat of Swiss Chamber – Swiss Chamber of Commerce in Italy (hereinafter “Swiss Chamber”) where a written arbitration agreement has been entered into – according to the models appended to these Rules or otherwise – indicating the will of the parties to adopt the procedure set out in these Rules.

The purpose of the procedure is, firstly, to resolve the disputes that have arisen between the parties to the Arbitration as swiftly and economically as reasonably possible.

All communications in written form provided for in these Rules must be sent by hand-delivered registered letter, fax or electronic message.

I.III.2 - COMMENCEMENT OF THE PROCEDURE

The procedure commences with a written document (hereinafter the “Request”) by one of the parties (hereinafter the “Claimant”) containing a declaration of interest in initiating Arbitration, transmitted concurrently to the Swiss Chamber Arbitral Secretariat and to each of the other parties.

The Request must contain a concise account of the subject-matter of the dispute, the parties to the dispute, together with their postal and e-mail addresses and telephone and fax numbers, the decision that the Claimant wishes to obtain the Arbitrator, along with the facts and legal arguments cited in support of the Claimant's position and all documents that the Claimant intends to produce.

I.III.3 - SUBJECT-MATTER OF THE ARBITRATION

The subject-matter of the Arbitration is the dispute identified in the Request,

- a. all additional matters that the parties agree should be decided by the Arbitrator, and
- b. all additional matters that the Arbitrator believes are to be decided in the Arbitration in order for it to be useful and/or effective.

I.III.4 - PROCEDURE

Within seven (7) days of the receipt of the Request, the Swiss Chamber Arbitral Secretariat shall notify the parties of the name of the Arbitrator designated, his or her postal and e-mail address, telephone and fax numbers and acceptance. Within the same period, the Swiss Chamber Arbitral Secretariat shall also transmit a copy of the Request to the Arbitrator.

In an appendix to the communication indicated in the foregoing article, the Swiss Chamber Arbitral Secretariat shall transmit to the parties the declaration of independence and impartiality whereby the Arbitrator confirms that he or she complies with the provisions of Art. 19 and discloses the existence of any relations with the parties or their counsel.

Within seven (7) days of the receipt of the notice of appointment of the Arbitrator, each of the other parties (hereinafter a “Respondent”) shall transmit its written response (hereinafter the “Response”) to the Arbitrator and the Claimant. The Response must contain confirmation or modification of the postal and e-mail address, the telephone and fax numbers, a concise statement of the facts and legal arguments against the Request and the decision that the Respondent wishes to obtain the Arbitrator, together with all documents that the Respondent intends to produce.

Without prejudice to Art. 6 of these Rules, the Response may not contain counterclaims by the Respondent, even where referring to the same contract or circumstances cited in the Request. Any such claims must form the subject-matter of a separate arbitration procedure commenced by the Respondent.

Following the exchange of the Request and the Response, no other files or documents may be exchanged between the parties and/or transmitted to the Arbitrator and/or the Swiss Chamber Arbitral Secretariat without written authorisation from the Arbitrator and according to the terms and conditions indicated by the Arbitrator. Documents exchanged or transmitted in violation of this provision will be regarded as void and disregarded by the Arbitrator.

I.III.5 - THE ARBITRATOR'S POWERS

In accordance with the principle of due process, the Arbitrator has the power to establish the facts and applicable principles of law as he or she deems fit, including on his or her own motion. In particular, for example, the Arbitrator may:

- a. order a hearing of the parties and witnesses;
- b. access premises;
- c. order the production of documents;
- d. request the filing of statements and determine their subject-matter and length;
- e. make use of his or her knowledge and expertise; and
- f. order written or oral expert witness testimony, provided that at least one of the parties is in agreement and agrees to bear the related expenses.

The Arbitrator may issue instructions in written or oral form. In any event, advance notice of 24 hours is to be regarded as sufficient. In the event of written communication, the Arbitrator shall confirm the instructions in writing as soon as possible.

The Arbitrator is not required to draft minutes of the arbitral proceedings.

I.III.6 - DECISION

Within 28 (twenty-eight) days of notification of the parties of the name of the Arbitrator, the Arbitrator shall file his or her decision (hereinafter the “Decision”) with the Swiss Chamber Arbitral Secretariat.

The Arbitrator may extend this time limit by no more than 14 (fourteen) days, with written consent from the Swiss Chamber Arbitral Secretariat, of all parties, or of the Claimant. The Swiss Chamber Arbitral Secretariat shall notify the parties of the Decision without delay.

The Arbitrator is not required to state the grounds for the Decision.

Within seven (7) days of receipt of the Decision, the parties may report errors, omissions or ambiguities to the Arbitrator in writing. The Arbitrator may correct or clarify such errors, omissions or ambiguities in writing within seven (7) days of such report.

The Decision is binding on all parties until the dispute has been definitively resolved by a judicial proceeding, formal Arbitration or agreement between the parties.

I.III.7 - THE ARBITRATOR

The Arbitrators shall be independent and impartial in respect of the parties and their counsel, both when appointed and throughout the proceedings.

In any event, an Arbitrator cannot be regarded as impartial if he or she, or a colleague from his or her firm, has provided counsel to one of the parties, in or out of court.

By the request of a party or on its own motion, the Arbitration Commission may, at any time in the course of the proceedings, replace an Arbitrator, by reasoned decision, where the said Arbitrator delays or neglects, or is unable to perform, his or her official duties.

By document transmitted to the Swiss Chamber Secretariat within three (3) days of receiving of notice of the appointment of the Arbitrator or of becoming aware of the grounds for refusal, each party may recuse the Arbitrator on all grounds that cast grave doubt on his or her independence or impartiality.

Filing an application for recusal suspends the ongoing time limits and procedure. The Swiss Chamber Arbitration Commission shall decide such applications without delay, with the option of consulting the parties, by unappealable decision, where necessary or appropriate appointing a new Arbitrator in replacement of the recused Arbitrator, and issue all appropriate directives for the swift continuation of the procedure.

I.III.8 - FEES AND COSTS OF THE PROCEDURE

The costs of the Swiss Chamber Secretariat and the Arbitrator's fees are established by the Swiss Chamber Secretariat on the basis of the rates in effect from time to time. They must be paid to Swiss Chamber when the Request and Reply are submitted, respectively. All the parties are jointly and severally liable to Swiss Chamber for the payment thereof.

Swiss Chamber may suspend the delivery of the Decision to the parties until the sums due have been paid in full.

The parties shall bear the costs of counsel incurred by the said parties in respect of the procedure.

Where the arbitration agreement so provides, the Arbitrator may direct that the costs of the Secretariat and the Arbitrator's fees be borne by one of the parties in whole or in part.

I.III.9 - CONFIDENTIALITY AND IMMUNITY

Unless otherwise agreed between all the parties, the Arbitrator and the parties are required to keep the declarations rendered and information acquired in the course of the procedure in confidence, unless it is necessary to use them to give effect to the Decision.

Neither the Swiss Chamber Arbitral Secretariat nor the Arbitrator is liable for acts or omissions committed in the course of discharging their duties under these Rules except in cases of wilful misconduct.

Where one of the parties to the procedure governed by these Rules appeals or challenges the Decision in a subsequent judicial or arbitral procedure, the Arbitrator may not be summoned as a party or a witness in the procedure in question.

I.III.10 - MODEL EXPEDITED INFORMAL ARBITRATION AGREEMENT

All disputes in any manner relating [to this contract or connected to this contract / to the relationship of _between the parties] will initially be resolved according to the Expedited Informal Arbitration Rules of Swiss Chamber – Swiss Chamber of Commerce in Italy by an Arbitrator appointed in accordance with the said Rules, which form an integral part of this clause and also govern the arbitral procedure.

The Arbitrator's decision will be immediately binding on the parties.

[Potential clauses:]

The Arbitrator may order one of the parties to pay part or all of the costs of the Secretariat and/or his own fees, in whole or in part.

Following the informal arbitral decision indicated above, but in any event in no more than days/months from notice of the decision, each of the parties may request that the dispute be resolved, definitively and without possibility of appeal, according to the Arbitration Rules of Swiss Chamber - Swiss Chamber of Commerce in Italy by a Sole Arbitrator (or, alternatively) by a Panel of three Arbitrators appointed in accordance with the said Rules, which form an integral part of this clause and also govern the arbitral procedure. Such a request will not result in a stay of the binding force of the aforementioned information arbitral decision.

II. MEDIATION RULES

The Mediation Rules have been drafted by a Commission composed of:

Commission Members:

Professor Filippo Corsini

Chiomenti Studio Legale - Milan

Gianmario Mileni Munari

Nunziante Magrone Studio Legale - Milan

Guido Motti

Grimaldi Studio Legale - Milan

Marina Santarelli

Studio Legale Pavia e Ansaldo - Milan

Daniele Vecchi

Gianni Origoni Grippo & Partners - Milan

Coordination by

Swiss Chamber – Swiss Chamber of Commerce in Italy

Arbitral Secretariat

Antonella Alfani

Legal Advisor to Swiss Chamber

II.1 – MEDIATION RULES

ART. 1: DEFINITIONS

In these Rules, the following terms have the meanings indicated below:

- a) “Conciliation” means the resolution of a dispute following the conduct of Mediation;
- b) “Mediator” means the natural person or persons who, separately or collectively, conduct the mediation, without the power, in any event, to render binding judgments or decisions for the beneficiaries of the service;
- c) “Mediation” means the process, however referred to, conducted by an impartial third party aimed at assisting two or more parties in seeking an amicable agreement for the resolution of a dispute, including formulation of a proposal to resolve the dispute;
- f) “Fee Scale” means the fee scale setting out the costs and fees of the Mediation proceedings published on the website www.swisschamber.it;
- g) “Code of Ethics” means the Code of Conduct approved by Swiss Chamber – Swiss Chamber of Commerce in Italy (hereinafter “Swiss Chamber”).

ART. 2: SCOPE OF APPLICATION

These Rules govern mediation in view of conciliation of civil and commercial disputes that the parties intend to resolve under an agreement, clause of a contract and/or articles of association or legal obligation, at the invitation of a judge or at the initiative of one or all of the parties.

ART. 3: INITIATION OF THE PROCEEDINGS

Mediation proceedings are initiated by filing an application with the Swiss Chamber Secretariat identifying the parties and their addresses and the subject-matter and grounds of the claim.

The application may be filed using a specific form on unstamped paper, via e-mail or the website, attaching a copy of an identity document of the party and/or its legal representative. The contribution set out in Art. 11 must be paid concurrently with the filing of the application. The filing of the Mediation application and participation in the Mediation by the party invited to participate constitute acceptance of the Rules and the indemnities set out in the fee scale in effect.

All parties that have agreed to participate in the procedure are entitled to access to the records of the proceedings, except for those that the parties have expressly declared reserved solely for the Mediator.

ART. 4: THE SECRETARIAT

Any person who performs work for, or renders service to, the Secretariat, or otherwise within the framework of the Mediation proceedings, shall be bound to confidentiality in respect of the declarations rendered and the information acquired in the course of the proceedings.

The Secretariat shall keep and update the List of Mediators.

The Secretary shall record all Mediation proceedings, indicated in the register of mediation affairs, in a specific paper and/or electronic case file, with entries regarding the sequential order number, the parties' identification details, the subject-matter of the dispute, the designated Mediator, the length of the proceedings and the outcome.

Having verified that the application for Mediation meets the requirements laid down in these Rules and payment of the costs of commencing the proceedings indicated in the Fee Scale, the Secretariat shall:

- record the application in the specific Register;
- designate a Mediator where a Mediator is not indicated jointly by the parties when the application for Mediation is filed;
- set the date and place of the meeting within 30 days and notify the parties thereof;
- inform the parties of the tax relief provided for by law and, in the event of mandatory mediation, the consequences of failure to participate in a meeting, together with all other information deemed appropriate;
- send a copy of the application for Mediation to the summoned party, with an invitation to file agreement to participate at least eight days prior to the meeting using the specific form available from the website www.swisschamber.it,

attaching a copy of the identity document of the person who will be present, specifying that he or she may view the documents filed by the applicant only after having agreed to participate in the proceedings.

ART. 5: THE MEDIATOR

The Mediator is designated by Swiss Chamber on a rotating basis and according to criteria of professional competence from among the individuals included in the List.

Each party may request that the Secretariat replace the Mediator, stating the reasons. If the application for replacement is granted, the Secretariat shall appoint another Mediator. The Secretariat shall also appoint another Mediator where the first Mediator resigns, fails to fulfil the mandate or becomes incapable of fulfilling the mandate.

The Mediator shall act in accordance with the Code of Ethics and inform the Secretariat of his or her acceptance of the mandate within two business days from notification of his or her designation, declaring that he or she is not in a situation of incompatibility.

Upon accepting the mandate, the Mediator shall sign a specific declaration of impartiality and adopt the Code of Ethics, on pain of forfeiture of the appointment.

In any event, the Mediator shall inform the parties and the Secretariat immediately if reasons for incompatibility should arise following acceptance of the mandate.

The Mediator shall not decide the dispute nor provide advice regarding the subject-matter of the dispute and the contents of the meeting.

ART. 6: PARTICIPATION IN MEDIATION

The parties shall participate in the mediation procedure personally or through a representative with the necessary powers, including the power to reconcile and settle and, in cases of mandatory mediation, with counsel from a lawyer.

ART. 7: FIRST MEETING

The Mediation proceedings are held, without procedural formalities, on the premises of Swiss Chamber, including via telecommunications systems.

At the first meeting, the Mediator shall clarify for the parties the function and methods of conduct of the Mediation and invite the parties to indicate whether they wish to initiate the procedure.

If the response is in the affirmative, the Mediator shall initiate the procedure.

It is understood that, at the parties' joint request, the activities set out in Articles 8 and 9 of these Rules may be carried out at the first meeting.

The Mediator shall meet with the parties together, or, where he or she sees fit, separately. Where the parties do not wish to continue with the Mediation, the Mediator shall draft a report on the failure to reach an agreement.

With the Mediator's consent, the first meeting may be postponed until another date at the reasoned request of one or both parties and only if the summoned party has first agreed to participate in the procedure.

ART. 8: THE CONCILIATION PROPOSAL

The Mediator shall formulate a Conciliation proposal where the parties submit a joint request to this end at any time during the proceedings.

Before formulating the proposal, the Mediator shall inform the parties of the possible consequences under the law for the payment of the expenses in any subsequent trial.

The parties are notified of the Conciliation proposal in writing, and the said proposal, barring an agreement between the parties to the contrary, cannot contain any reference to the declarations rendered or the information acquired in the course of the proceedings, with the exception of the elements indicated in the documents on file known to all the parties.

Within seven business days, the parties shall send the Secretariat written acceptance or rejection of the proposal.

In the absence of a response within the time limit, the proposal will be considered rejected.

ART. 9: OUTCOME OF THE PROCEEDINGS

9.1 Reaching an agreement

If an agreement is reached, the Mediator shall draft a report, to which the text of the agreement is appended.

The report must be signed by the parties and by the Mediator, who shall certify the signatures.

If the parties reach an agreement and conclude a contract or enter into a legal transaction subject to registration, the signature of the report must be authenticated by a public official authorised to do so.

The agreement reached may call for the payment of a sum of money for each violation or breach of the established obligations or delay in fulfilling them.

9.2. Failure to reach an agreement

Where an agreement is not reached, the Mediator shall draft the report, indicating the proposal, if any, or failure to reach an agreement.

The report must be signed by the parties and by the Mediator, who shall certify the parties' signatures.

If one of the parties does not adhere to and/or participate in the Mediation proceedings, the Mediator may not formulate a proposal and the report, at the express request of the party present, must show the refusal to participate and/or absence.

The report is drafted in a number of originals equal to the number of the parties.

ART. 10: EFFECTIVENESS OF THE AGREEMENT

Where all of the parties that have agreed to participate in the Mediation are receiving counsel from a lawyer, the agreement that has been signed by the parties and their counsel represents enforceable title for forced execution and the entry of a judicial lien. The lawyers shall attest and certify that the agreement complies with imperative provisions and the public legal order.

In all other cases, the agreement appended to the report is endorsed, at the request of the party, by decree of the President of the competent court, following establishment of formal regularity and compliance with imperative provisions of law and the public legal order.

ART. 11: FEES AND EXPENSES

The following are due for the Mediation proceedings:

- the costs of commencing the proceedings;
- the costs of mediation;
- any out-of-pocket expenses (registered letters, certificates, chamber of commerce documents, etc.).

The foregoing is without prejudice to the provisions relating to non-wealthy individuals.

With regard to the costs of commencing the proceedings, each of the parties shall owe the amount set out in the Fee Scale, which must be paid by the applicant upon filing the Mediation application and by the summoned party upon agreeing to participate in the proceedings.

The parties shall be jointly and severally liable for the costs of mediation – including the Mediator's fees – after the first meeting and before the second meeting, per the Fee Scale, even if the proceedings are subsequently discontinued or the parties do not participate in the meeting.

If the costs of mediation are not paid to the Secretariat, the second Mediation meeting will not be held.

The Secretariat may redetermine the amount of the indemnity if, upon the conclusion of the Mediation proceedings, the value exceeds that originally identified, taking account of any consideration or different assessment of the original application.

ART. 12: DURATION OF THE PROCEEDINGS

The duration of the proceedings may not exceed three (3) months from the filing of the application for Mediation or the expiry of the time limit set by the judge for the filing of the said application.

ART. 13: CONFIDENTIALITY

The Mediation proceedings are confidential and nothing that is stated in the course of the meeting may be recorded or noted in the report.

The Mediators, the parties and all those who participate in the proceedings may not disclose facts and information learned during Mediation to third parties.

To this end, all parties present at the mediation meetings shall sign a specific confidentiality undertaking prepared by the Secretariat.

The Mediator cannot be compelled to testify regarding the contents of the declarations rendered and information acquired in the Mediation proceedings, whether before the judicial authority or any other authority. The provisions of Article 200 of the Italian Code of Penal Procedure apply to the Mediator and the protections provided for in Article 103 Italian Code of Penal Procedure extend to the legal counsel, to the extent applicable.

ART. 14: EXCLUSION OF LIABILITY FOR SWISS CHAMBER – SWISS CHAMBER OF COMMERCE IN ITALY

The parties shall be solely liable for the following:

- the admissibility of the application, with regard to the subject-matter, the reasons for the request, the characterisation of the nature of the dispute and the Secretariat's choice with regard to the place of territorial jurisdiction in the event of a potential legal action;
- the form and content of the document whereby the party grants a power of attorney to its representative;
- the indication of the value of the dispute;
- the identification of the parties in respect to which the application is presented;
- the declaration that the party issues concurrently with the filing of the application for Mediation that the same procedure has not been initiated before other authorities.

The Secretariat and the Mediators may not be held liable for acts or omissions relating to the preparation, conduct or conclusion of the mediation proceedings, except in cases of wilful misconduct or gross negligence.

In particular, the Secretariat may not be held liable for any cases of forfeiture or prescription as a result of:

- delayed notification, or non-notification, as a result of breaches for which the Secretariat is not responsible;
- imprecise or inaccurate identification, or non-identification, by applicant of the party and the relevant addresses, the subject-matter of the application, the right protected and the place of territorial jurisdiction in respect of a potential legal action.

In both cases, the interested parties shall be exclusively liable.

The Secretariat may not be held liable for acts and/or omissions by the Mediator in the conduct of the Mediation proceedings.

ART. 15: RIGHT TO ACCESS AND PROCESSING OF PERSONAL DATA

The parties are entitled to access to the records of the Mediation proceedings filed in joint session, and each party is entitled to access to the documents filed in the separate sessions in which it has participated. The right of access does not extend to the other information regarded as confidential in accordance with these Rules.

III. CODE OF ETHICS FOR MEDIATORS

Any person who is called on to act as Mediator shall be required to abide by the following rules of conduct.

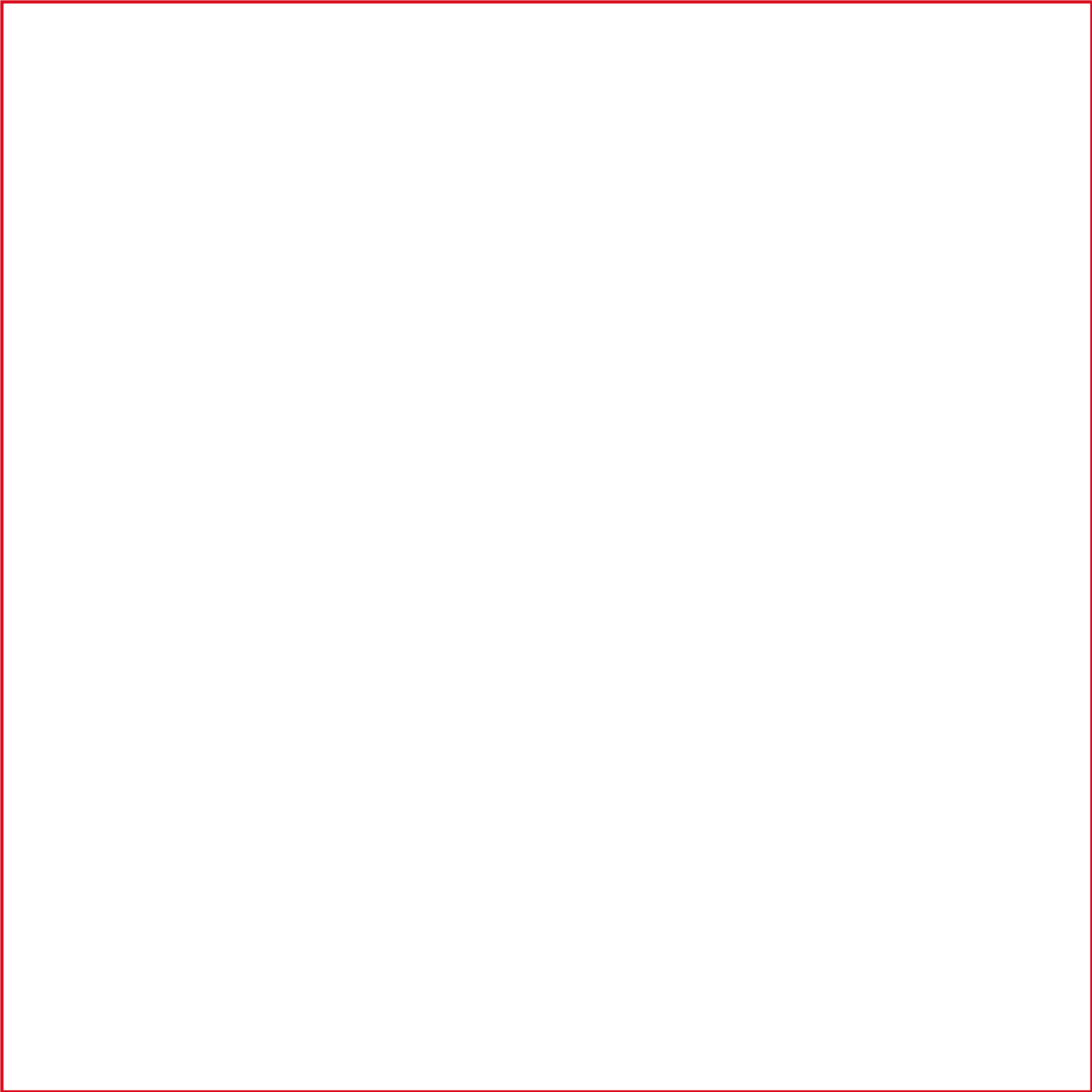
- 1) The Mediator shall be independent¹, impartial² and neutral³.
- 2) Before the commencement of the Mediation proceedings, the Mediator shall sign a declaration of impartiality, independence and neutrality.
- 3) The Mediator shall also undertake to notify the parties of any supervening circumstance that may affect his or her independence, impartiality or neutrality.
- 4) The Mediator shall be adequately trained, competent in the subject-matter of which he or she has expressly professed knowledge and experience, have a thorough understanding of the Mediation proceedings and constantly update his or her preparation with adequate training in both mediation techniques and the resolution of disputes and the subject-matter within his or her competence.
- 5) The Mediator shall ensure that the parties have been properly informed of his or her role, the proceedings and the nature of the Mediation proceedings, through an illustration of its purposes and effects.
- 6) The Mediator shall keep in confidence all information acquired in the course of the procedure or related thereto, including the fact that the mediation is to take place or has taken place, unless the law or reasons of the public legal order provide otherwise. Any information related to the Mediation by one of the parties may not be disclosed to the other parties to the Mediation proceedings without the prior written consent of the party concerned, except where required by the law or reasons of the public legal order.

¹) Independence: the absence of any objective ties (personal or professional relationships) between the Mediator and the parties, their counsel and their relatives.

⁽²⁾ Impartiality: a subjective attitude by the Mediator, who must not favour one party over the other.

⁽³⁾ Neutrality: this refers to the position of the Mediator, who must not have a direct interest in the outcome of the Mediation proceedings.

- 7) The Mediator shall ensure that the parties and all those who participate in the mediation proceedings have understood and accepted the confidentiality obligations.
- 8) The Mediator shall act with due diligence, regardless of the value and nature of the dispute, the number of meetings or the compensation.
- 9) The Mediator shall not exert any pressure on the parties and shall refrain from influencing them in seeking a solution.
- 10) The Mediator shall never formulate judgements of any kind. In interacting with the parties, the Mediator shall never allow his or her convictions to become clear and shall act in such a way as to preserve the trust placed in him or her by the parties by remaining free of influence and external conditioning of all kinds.
- 11) Where requested, and provided that he or she has all the required elements, the Mediator shall formulate conciliation proposals within the limits of the public legal order and imperative provisions of law and, in any event, shall not sign a report containing an agreement reached independently by the parties where the said agreement contains provisions in conflict with the limits of the public order and imperative provisions of law.
- 12) The Mediator shall not receive compensation for his or her services directly from the parties.
- 13) The Mediator may not accept the mandate where he or she or a partner or associate has, or has had in the past two years, professional relations with one of the parties, or if one of the situations set out under Art. 815, paragraph one, of the Italian Code of Civil Procedure applies, i.e. he or she may not render his or her professional services to parties whose dispute he or she has handled as mediator unless at least two years have elapsed from the conclusion of the relevant proceedings and on matters other than those at issue in the said proceedings.



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