



## SWISS EXPERTS

Chambre suisse des experts judiciaires techniques et scientifiques  
Schweizerische Kammer technischer und wissenschaftlicher Gerichtsexperten  
Camera svizzera degli esperti giudiziari tecnici e scientifici  
Swiss Chamber of Technical and Scientific Forensic Experts

### CONTRACT FOR THE APPOINTMENT OF A SOLE ARBITRATOR

between

Party 1: (address, email address)

Represented by:

and

Party 2:

Represented by:

hereafter, "the parties"

as well as

Sole arbitrator

Member of the Swiss Chamber of Technical and Scientific Forensic Experts  
hereafter, sole arbitrator.

### PREAMBLE

By way of introduction, the parties note that they disagree on the following points  
(Description of the points in dispute):

They request the sole arbitrator to give a final decision by arbitration on the points in dispute which have been submitted to him in accordance with the terms of this contract.

The arbitrator declares that he is independent and impartial. He confirms after prior verification that no grounds for recusal have been identified. If the arbitrator has issued an "expert-arbitrator determination" on behalf of the parties on the same matter this does not constitute a ground for recusal.

The parties are aware that the arbitral decision corresponds to a ruling by state courts and that only limited grounds for appeal at the Federal Supreme Court are available.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. SUBJECT MATTER OF THE ARBITRATION**

The parties appoint the arbitrator to decide on their dispute and instruct him to deliver a final decision.  
The arbitrator accepts this Appointment.

The subject matter of the arbitration proceeding shall be the above-mentioned subject matter of the dispute and the assessment of the specific legal matters still to be formulated by the parties.

**2. SEAT OF THE ARBITRAL TRIBUNAL**

The seat of the arbitration tribunal is:

The arbitrator may hold hearings, take evidence and deliberate at any other location.

**3. LANGUAGE OF THE PROCEEDINGS**

The language of the proceedings shall be:

Documents in [French, English or other languages?] need only be translated,  
if the arbitrator deems it necessary. All documents in another language shall be accompanied by a translation  
into the language of the proceedings.

**4. LEGAL ADVICE**

The arbitrator appoints a legal advisor who must be familiar with the conduct of arbitration proceedings. If required the Office of Swiss Experts will assist the arbitrator in finding a legal advisor. The costs of the legal advisor are added to the arbitration costs.

The legal advisor assists the arbitrator in all legal matters and supports him/her in particular in the conduct of the proceedings and the decision-making process. He takes minutes of the procedural acts, edits the arbitrators orders and the decision of the arbitrator. The arbitrator alone is entitled to make decisions and is solely responsible for them.

**5. SERVICE**

Notifications should always be made by email to the addresses of the legal representatives indicated or, in the absence of legal representatives directly to the parties. Written submissions and evidence must also be sent by registered mail. The time limit is deemed to be met if the deliveries are sent or handed over to the Swiss Post on the last date of the time limit.

Copies of all documents must always be sent to the arbitrator, the legal advisor and the opposing party.

## 6. COMPETENCES OF THE BOARD OF SWISS EXPERTS

The board of Swiss Experts is entitled to decide on the suspension, rejection or replacement of an arbitrator.

If an arbitrator needs to be replaced, the Board of Swiss Experts will reappoint an arbitrator after hearing the parties. The Board must act on the motions of the parties. The Board shall act on the basis of corresponding motions of the parties.

## 7. PROCEDURE

The parties agree on the following procedures and time limits (unnecessary procedural points should be crossed out)

- |  |              |
|--|--------------|
| 1. Statement of claim                      | Time limit : |
| 2. Statement of defence (and counterclaim) | Time limit : |
| 3. Reply (and counterclaim answer)         | Time limit : |
| 4. Rejoinder (and counterclaim replay)     | Time limit : |
| 5. Counter claim rejoinder                 | Time limit : |
| 6. Site inspection                         | Date :       |
| 7. Delivery of technical report            | Time limit : |
| 8. Additional questions                    | Time limit : |
| 9. Additional technical report             | Time limit : |
| 10. Main court hearing                     | Date :       |
|  | Date :       |
|  | Date :       |
|  | Date :       |
|  | Date :       |
| 11. Award delivery                         | Time limit : |

These time limits and dates may only be extended or postponed with the agreement of both parties or in exceptional circumstances. Late or omitted submissions shall not be taken into account and missed day trips shall not affect the further progress of the legal proceedings.

If the arbitrator is unable to meet the time limit for the award delivery, the parties shall be notified in advance, stating the expected date of the award delivery. The date of the award delivery is indicative and does not limit the term of office. The right to dismiss or withdraw the arbitrator for failure to act or delay in the proceedings remains reserved.

## 8. WRITTEN SUBMISSIONS

The written submissions must contain the following information :

- Name and addresses of the parties and their representatives ;
- Priors for relief ;
- Notice of the evidence offered for each allegation of facts.

When presenting the statements, reference could be made to the content of an attachment, provided it is clear which statements are preferred in the deed.

The priors for relief can still be modified until the beginning of the main hearing. It is only possible to supplement the facts after the correspondence has been completed if they are based on the findings of the technical report or if they constitute new facts or evidence which have arisen since then.

## **9. THE PARTIES' DUTY TO COOPERATE**

The parties agree to cooperate in good faith to answer the questions of the arbitrator in a precise and truthful manner, they should allow inspections and measurements (including when the object to be inspected is in the hands of third parties), they should provide all documents in their possession, either unrequested or at the request of the arbitrator, and demand the necessary documents from third parties.

If a party unjustifiably violates its obligation to cooperate, this will be taken into account accordingly in the assessment of evidence.

## **10. DOCUMENTS DELIVERY**

The arbitrator may at any time request either party to provide relevant documents. The unjustified refusal of a party shall be taken into account in the assessment of evidence.

## **11. BASIS FOR DECISION**

The arbitrator may take evidence on his own initiative and is not bound by the facts presented by the parties. In particular, he may use findings which he has been able to make based on his own expertise as a ground for judgement even if the parties do not make corresponding factual claims.

The Swiss law shall apply to the matter itself, unless the parties have made a different choice of law in their original contract or expressly request a fair judgement.

## **12. TECHNICAL REPORT**

To the extent necessary for the decision, the arbitrator shall draw up a technical report in the form of an expert opinion.

To do so, the arbitrator shall set the parties a short time limit for the submission of a questionnaire.

On the occasion of a joint meeting, which can also be held by telephone conference,

- a) the list of questions is adjusted,
- b) discussions are held on whether an additional expert should be called in for specific questions (while respecting the rights of the parties),
- c) information is given (while respecting the rights of the parties) as to whether a site visit or other evidence measures (in particular questioning of witnesses) must be carried out in advance,
- d) decisions shall be taken on organisational matters relating to the main hearing, to the extent that this already appears possible and appropriate at this stage.

If an additional expert has to be called in, the parties must be heard on the choice beforehand. The opinion of the additional expert becomes part of the technical report set up by the arbitrator.

The arbitrator shall make the technical report available to the parties and set a time limit for additional questions and any comments.

### **13. SUBSIDIARY RULES OF PROCEDURE**

Furthermore, the arbitrator shall determine the applicable procedure.

### **14. ARBITRAL TRIBUNAL'S FEES**

The services of the arbitral tribunal board shall be remunerated at the following hourly rates (excl. VAT) :

Arbitrator :	CHF
Legal advisor :	CHF
Additional experts (Art. 5) :	CHF

The total cost for the arbitration is estimated at CHF \_\_\_\_\_ (excl. VAT).

The Parties shall make advance payments to the arbitrator in equal part, in following the progress of the proceeding ; the arbitrator shall determine the amount of the advances so as to cover the costs of the arbitration.

### **15. APPLICABLE LAW AND JURISDICTION**

The present contract is subject to the Swiss law. The settlement of the disputes shall be submitted to a sole arbitrator, sitting at the place of the arbitral tribunal mentioned in this contract.

Drawn up in \_\_\_\_\_ , on \_\_\_\_\_ , in \_\_\_\_\_ original copies.

Signatures :