

Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce



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DEFINITIONS

Arbitration	Arbitration means that the resolution of a dispute which the parties are free to refer to a private Tribunal, is left to such Tribunal. An Arbitration Agreement precludes the dispute from being brought before the ordinary courts.
Fast-track Arbitration	The aim of Fast-track Arbitration is to provide a simplified dispute resolution method which is faster than ordinary Arbitration. The Award shall be made within 6 months of the appointment of an Arbitrator and the parties are normally precluded from submitting more than two written pleadings each.
Mediation	Mediation is a dispute resolution method whose objective is to settle disputes without litigation, whereby the parties endeavour to reach an amicable settlement assisted by an appointed Mediator.
Mini-trial	Mini-trial is also a dispute resolution method whose objective is to settle disputes without litigation, whereby the parties present the factual and legal issues before a Panel to which the Institute has appointed an Umpire and each party has appointed one representative.
Expert Assistance	The aim of Expert Assistance, in the prevention of disputes, is to reduce the likelihood of disputes whereby an unbiased third party assists the parties during the period of contract such that early signs of disputes can be discussed and resolved at an early stage.

PREFACE

The majority of disputes in business relationships are settled amicably out of court. When the parties are unable to reach an amicable settlement, however, they need a third party to resolve the dispute. In such cases, the parties normally choose between litigation before regular courts or private arbitration.

The number of arbitration cases has increased considerably over the years. There are several reasons for this, but frequently the parties prefer arbitration to litigation in court because they wish to exert stronger influence on the composition and competence of the deciding body which arbitration affords them. In so doing, they usually limit the proceedings to a single instance without recourse to appeal which will result in a speedier resolution of the dispute. Parties residing in different countries with differing legal systems will have had to choose the applicable substantive law and the method of dispute resolution already at the contract negotiation stage. In the case of dispute resolution, the parties will normally agree on some form of arbitration in each case.

Against this background, the Oslo Chamber of Commerce established its Arbitration Institute in 1984 and set out rules on arbitration to supplement the arbitration provisions of the Code on Civil Procedure of 13 August 1915 then applicable. Under the rules, the parties may choose arbitrators from a panel of recognized members of the legal profession experienced in many fields of commercial law matters.

The Oslo Chamber of Commerce later extended its involvement by offering additional services in the field of dispute resolution through simplified procedures like fast-track arbitration, mediation and mini-trials. In these procedures, the parties may also choose mediators and arbitrators who possess the skill and experience which the parties see as most appropriate for resolving the dispute in question.

On the occasion of the passing of the new Norwegian Act on Arbitration of 14 June 2004 which came into force on 1 January 2005, the Arbitration and Alternative Dispute Institute has revised its rules. The new act is an implementation of the UNCITRAL Model Law into Norwegian procedural law. The latest revision of the Institute's rules is an adaption to the new act.

Irrespective of which form of dispute resolution is chosen, the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce will be able to assist the parties in the conduct of the proceedings, inter alia, through administrative services and the provision of secretarial help.

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MODEL CLAUSES

1. ARBITRATION

"Any dispute arising out of this contract, or other contracts resulting from it, shall be finally settled by Arbitration pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time".

2. FAST-TRACK ARBITRATION

"Any dispute arising out of this contract, or other contracts resulting from it, shall be finally settled by Fast-track Arbitration pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time".

3. MEDIATION

"Any dispute arising out of this contract, or other contracts resulting from it, shall be finally settled by Mediation pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time."

4. MINI-TRIAL

"If a dispute arises out of the contract, the parties shall undertake to seek to settle it by Mini-trial pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time".

5. MEDIATION AND ARBITRATION

"If a dispute arises out of the contract, the parties shall undertake to seek to settle it by Mediation pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

If the dispute has not been settled by such Mediation within 60 days following its Request by one of the parties, and the parties have not agreed to extend that time period, the dispute shall be settled by Arbitration pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time".

6. MINI-TRIAL AND ARBITRATION

"If a dispute arises out of the contract, the parties shall undertake to seek to settle it by Mini-trial pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

If the dispute has not been settled by such Mini-trial within 60 days following its Request by one of the parties, and the parties have not agreed to extend that time period, the dispute shall be settled by Arbitration pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time."

7. THE UNCITRAL RULES

Parties wishing the Institute's assistance as the appointing authority under the UNCITRAL Rules (United Nations Commission on International Trade Law) may use the following clause:

"Any dispute, disagreement or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by Arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. The appointing authority shall be the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce."

If administrative services are also required, the following provision may be added to the above clause:

"The case shall be administered by the Institute in accordance with the rules on administrative assistance under the UNCITRAL Arbitration Rules."

8. EXPERT ASSISTANCE

"The parties agree to seek Expert Assistance in the prevention of disputes in connection with this contract pursuant to the Rules of the Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time."

Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce

CHAPTER I ORGANIZATION AND OBJECT

ARTICLE 1 – OBJECT

The Arbitration and Alternative Dispute Resolution Institute of the Oslo Chamber of Commerce is a body within the Oslo Chamber of Commerce which deals with matters of Arbitration and Alternative Dispute Resolution.

Its object is:

- a) to assist in the settlement of disputes between contracting parties in connection with industrial, commercial, petroleum, shipping and other business matters, national or international, in accordance with these Rules
- b) to assist, in proceedings of Arbitration or Alternative Dispute Resolution which wholly or in part differ from those governed by these Rules
- c) to promote the use of Arbitration and Alternative Dispute Resolution, and in connection therewith, to provide information and to support educational programs.

ARTICLE 2 – BOARD OF THE INSTITUTE

The Institute shall be administered by a Board of up to ten members appointed by the Executive Committee of the Oslo Chamber of Commerce for a period of three years. The Executive Committee shall also appoint the Chairman. In the event of a vacancy, the Executive Committee shall appoint a replacement for the remaining term. The members shall be experienced in matters of Arbitration and methods of Alternative Dispute Resolution

ARTICLE 3 - QUORUM

The Board is quorate when at least one half of the appointed members are present. In the event of an equality of votes, the Chairman shall have a casting vote. The decisions of the Board are final and are not subject to review by the Executive Committee of the Chamber of Commerce.

ARTICLE 4 – DELEGATION OF AUTHORITY

The Board may delegate authority to one or more of the Board members to adopt resolutions on behalf of the Institute in accordance with these Rules. The Board may also delegate authority to the Institute's secretariat to be in charge of the preparation of an individual case on behalf of the Institute in accordance with these rules, including setting time limits and collecting fees.

ARTICLE 5 - SECRETARIAT

The Chamber of Commerce shall be in charge of the secretariat function. If required, the secretariat shall provide adequate premises, equipment and secretarial staff for the Tribunals established in accordance with the provisions of Chapter II and III and for the Bodies established to settle disputes in accordance with Chapters IV, V and VI.

CHAPTER II ARBITRATION RULES

ARTICLE 6 - APPLICABLE PROCEDURAL RULES

Unless otherwise agreed between the parties, the procedural Rules contained herein, supplemented by the Norwegian Arbitration Act's rules on arbitration shall apply to the Arbitration proceedings.

ARTICLE 7 - THE ARBITRATION TRIBUNAL

The parties may agree on the number of Arbitrators. If they have not so agreed, the number of Arbitrators in each case shall be three. However, in special circumstances, the Institute may determine that a dispute shall be decided by a single Arbitrator.

As far as is possible, the parties shall be given the opportunity to agree on the person(s) to be appointed as Arbitrator. The Institute may give both parties a time limit for this in connection with the preparation of the case in accordance with Articles 9 and 10. Failing such agreement within the fixed time limit, each party shall appoint one Arbitrator and the Institute shall appoint the Chairman or the single Arbitrator. If a party fails to appoint an Arbitrator within the time limit fixed by the Institute, he shall be appointed by the Institute. Before the Institute appoints an Arbitrator, the views of the parties shall be heard.

The Institute may appoint a deputy Arbitrator in special circumstances.

ARTICLE 8 - ARBITRATION FEES AND DEPOSITS

The Board shall adopt a schedule of registration fees which may be revised from time to time. The registration fee shall be determined independently for claims and counterclaims. The applicable fee shall be payable by the Claimant and the Respondent prior to the consideration of the claim or counterclaim. The Institute may refrain from appointing a Tribunal if no registration fee is paid by the parties.

Before the Institute renders assistance in a specific case pursuant to Article 5, it may be required that a sufficient amount be deposited to cover the estimated costs which may be incurred.

The Tribunal may decide, before acting in a case, that the parties shall deposit with the Institute an amount sufficient to cover the estimated expenses of an arbitration case. Additional deposits may be required if the Tribunal considers this to be necessary. If a party fails to make such deposit, the Tribunal may require the other party to make such deposit. The Tribunal may conclude its consideration of an arbitration case in part or in its entirety if the payment of deposits is not made.

ARTICLE 9 - REQUEST FOR ARBITRATION

The Request for Arbitration shall be made in writing to the Institute stating:

- a) the names and addresses of the parties
- b) the names of the members of the Tribunal if they have been agreed upon by the parties, or alternatively, the name of the Claimant's appointed Arbitrator if permitted by the arbitration agreement, or a request that the Institute appoint the Tribunal pursuant to Article 7.
- c) a brief description of the nature of the dispute, the Claim and its basis.

The contract on which the Claim is based and evidence of the Arbitration Agreement shall be submitted together with the Request.

ARTICLE 10 - ACTION UNDERTAKEN BY THE INSTITUTE UPON RECEIPT OF REQUEST

The Institute shall notify the Request to the Respondent. Notification shall always be sent by written registered post. If the Claimant requires that this shall take place in a certain manner, the Institute shall as far as possible assist in this provided that the Claimant prepays any expenses in connection therewith.

Together with the notification, the Institute shall set a time limit for the Respondent to contribute to the establishment of the Tribunal, including the time limit for the Respondent to appoint an arbitrator, if applicable. Within the same time limit, the Respondent shall state, in brief:

- a) the Respondent's position in respect of the Claim and
- b) the counter-claim or set-offs, if any, their nature, basis and extent.

If it is evident that the Institute lacks jurisdiction, the case shall be dismissed. Otherwise the Institute shall proceed with the appointment of Arbitrators as required.

The Institute shall on its own initiative or upon the request of a party, discharge Arbitrators who are held to be prejudiced, incompetent or have mishandled their tasks as Arbitrators.

If an Arbitrator dies, resigns or is discharged pursuant to the foregoing paragraph, another Arbitrator shall be appointed under the provisions of Article 7.

When a Tribunal has been established, the case shall be transferred to it and the further arbitration proceedings shall be conducted by the Tribunal.

ARTICLE 11 - POWERS OF THE TRIBUNAL

The Tribunal shall have full jurisdiction and power to conduct the proceedings in a fair and efficient manner in accordance with the wishes of the parties. It may authorize the Chairman of the Tribunal to take any measures necessary for the proper conduct of the proceedings.

In particular, the Tribunal shall:

- a) decide on the existence or validity of the Arbitration Agreement and on its own competence
- b) determine any question of law arising in the Arbitration proceedings
- c) unless otherwise agreed by the parties, determine the place of the Arbitration
- d) proceed with the Arbitration notwithstanding the failure or refusal of a party to comply with its directions after giving the party due notice
- e) unless a party objects, allow the scope of the Arbitration to be extended through the inclusion of new claims and other parties to be joined
- f) order each party to implement such provisional measures which the Tribunal finds necessary based on the nature of the dispute, including requiring that security be furnished in order to secure a party's interests
- g) make awards in the matters in dispute between parties.

ARTICLE 12 - CONFIDENTIALITY

Unless otherwise agreed by the parties, both the arbitration proceedings and the Tribunal's decision will not be subject to confidentiality.

ARTICLE 13 – ARBITRATION PROCEDURE

The Institute may determine the closing date for the Claim and Defence or this may be decided by the Tribunal.

At the same time, it must be clarified by the parties as to whether the arbitration proceedings and the decisions of the Tribunal shall be subject to confidentiality, cf. Article 12.

Unless otherwise agreed, immediately following the appointment of the Tribunal, it or its Chairman, after discussions with the parties, shall draw up a schedule for the further proceedings.

The Tribunal may permit or order the parties to submit written pleadings or evidence and determine time limits for their submission. Evidence to which the parties wish to refer must be presented within the fixed time limits and before the Hearing, unless otherwise accepted by the other party or the Tribunal when special circumstances occur.

Equal treatment shall be given to the parties at each stage of the arbitration proceedings and the parties shall have full opportunity to put forward their case.

All documentation and other information presented to the Tribunal by a party shall be simultaneously sent to the other parties in the case.

ARTICLE 14 - LANGUAGE

The parties shall be free to agree on the language of the Pleadings, the Hearings and the Award. In the event that they have not so agreed, the language shall be that of the contract, provided, however, that documents of evidence may be submitted in their original language and witnesses may be heard and examined in a major language of their choice.

ARTICLE 15 - THE HEARING

At a reasonable time in advance, the Tribunal shall fix a date for the Hearing at which the parties shall argue their case orally unless they agree that an Award shall be made based on the documents and without a Hearing. The Hearing shall be conducted and the arguments shall be presented in such manner as the Tribunal shall decide in consultation with the parties. Witnesses may be called to be examined and cross-examined by the parties.

ARTICLE 16 – AMICABLE SETTLEMENT

If the parties reach an amicable settlement before the Tribunal, at the request of the parties, the amicable settlement shall be affirmed in an arbitration award provided that the Tribunal has no grounds to oppose this.

ARTICLE 17 - VOTING

If the Tribunal consists of more than one Arbitrator, any matter before the Tribunal shall be decided by a majority vote. If it is not possible to attain a majority of votes, the Chairman of the tribunal shall have the casting vote.

ARTICLE 18 - TIME LIMITS FOR MAKING AWARD

The Award by the Tribunal shall be notified to the parties not later than six weeks after the conclusion of the Hearing, and not later than one year after the appointment of the Tribunal. These time limits may be extended by the Board of the Institute in special cases.

ARTICLE 19 - SEPARATE AWARDS

A separate issue or a part of the matter in dispute may, at the request of a party, be decided by a separate or interim Award. If the other party objects, such separate Award may be made only when, in the Tribunal's view, there are special reasons for making it.

ARTICLE 20 - THE AWARD

The Award must not go beyond the contentions made by the parties. The award may be in the form of an enforcement judgment or a declaratory judgment which shall state the grounds on which the award is based. If the award is not unanimous, it shall be informed which of the Arbitrators disagrees and on which points of the award the disagreement applies to.

The Award shall be in writing and signed by all of the Arbitrators. In an arbitration case with more than one arbitrator, it is sufficient that a majority of the Arbitrators sign the Award provided that the reason why not all have signed is stated in the Award.

The Tribunal shall determine the costs and the remuneration due to the Arbitrators and the Institute for serving in the matter, and decide whether one or both parties shall be liable to pay such amounts and in what proportion. The Tribunal shall also determine the remuneration to the Arbitrators and the Institute in the event that a settlement of the dispute has been reached before an Award is made. In all events, the parties shall be jointly and severally liable for the payment of such sums.

In the Award, the Tribunal may also order the losing party to pay the successful party's costs wholly or in part.

ARTICLE 21 - EFFECT OF THE AWARD

The Award shall be final and enforceable and shall be subject to no review or modification by the Tribunal. An award that has not been formulated in accordance with the opinion of the Tribunal, due to obvious miscalculations, clerical errors or similar clear errors, may be corrected if demanded by a

party within 4 weeks after the Award has been handed down. The Tribunal must rectify any error no later than one month after receipt of the Request.

CHAPTER III

FAST-TRACK ARBITRATION RULES

ARTICLE 22 - PROCEDURAL RULES FOR FAST-TRACK ARBITRATION

Unless the parties otherwise agree, the Rules contained in this Chapter, supplemented by the rules of the Norwegian Arbitration Act/the provisions of the Norwegian Code on Civil Procedure, shall apply to Fast-track Arbitration proceedings.

ARTICLE 23 – APPOINTMENT OF ARBITRATORS

An arbitration case shall be settled by an Arbitrator appointed by the Institute. As a rule, if the parties request the appointment of the same person, this person shall be appointed. Otherwise, the Institute shall freely appoint Arbitrators.

On its own initiative, or at the request of a party, the Institute may replace Arbitrators who are held to be prejudiced, incompetent or have mishandled their tasks as Arbitrators. In such case, the Institute shall appoint a new Arbitrator pursuant to the previous Article.

Before the Institute appoints a new Arbitrator, the case shall be transferred to the person concerned and all further procedural measures shall be made by this person.

ARTICLE 24 – ARBITRATION FEES AND COSTS

The Board shall prepare a schedule of registration fees which may be revised from time to time. The registration fee is determined separately for claims and any counterclaims. The applicable fee shall be payable by the parties, each paying one half no later than the date on which the Arbitrator is appointed. If none of the parties pay the registration fee, the Institute may refrain from appointing an Arbitrator.

Before the Institute renders assistance in an individual case, as provided by Article 5, a deposit of a sufficient amount may be required to cover the estimated costs which may be incurred.

The Arbitrator may decide, before acting in a case, that the parties shall deposit with the Institute a sufficient amount to cover the estimated costs of an arbitration case. Additional deposits may be requested if the Arbitrator deems this necessary. If a party fails to deposit its share, the Arbitrator may require that the other party deposit this amount. The Arbitrator may terminate the arbitration case, wholly or completely, if such deposits are not made.

ARTICLE 25 - REQUEST FOR FAST-TRACK ARBITRATION

The Request for Fast-track Arbitration shall be made in writing to the Institute stating:

- a) the names and addresses of the parties
- b) the name of the proposed Arbitrator
- c) the nature of the dispute, the Claim and its basis.

The contract on which the Claim is based and evidence of the Agreement of Fast-track Arbitration shall be submitted together with the Request.

ARTICLE 26 - MEASURES BY THE INSTITUTE AFTER REQUEST

The Institute shall notify the Request for Fast-track Arbitration to the Respondent. The notification may always be sent by written registered post. If the Claimant requires that the service of process shall be made in a certain manner, the Institute shall as far as possible assist in this provided that the Claimant prepay any expenses in connection therewith.

The Institute shall submit the Request to the other party fixing a time limit for his reply to the Request for Fast-track Arbitration.

The reply shall state:

- a) whether or not the Respondent agrees to the conduct of a Fast-track Arbitration

- b) whether or not the Respondent agrees to the proposed Arbitrator and, if not, the name of his proposed Arbitrator
- c) the Respondent's position in respect of the Claim
- d) the counterclaim or set-offs, if any, and the nature, basis and extent of these.

If it is evident that the Institute lacks jurisdiction, the case shall be dismissed. Otherwise, the Institute shall without delay appoint an Arbitrator as provided for in Article 23.

ARTICLE 27 – POWERS OF THE ARBITRATOR

The appointed Arbitrator shall have full jurisdiction and power to conduct the proceedings in a fair and efficient manner in accordance with the wishes of the parties. More particularly, the Arbitrator shall:

- a) decide on the existence or validity of the Arbitration Agreement and on his own competence
- b) determine any question of law arising in the Arbitration proceedings
- c) determine the time for and place of the Arbitration proceedings as well as the language to be used, unless the parties have agreed on the language
- d) proceed with the Arbitration notwithstanding the failure or refusal of a party to comply with his orders, after giving the party due notice.
- e) order each party to implement such provisional measures which the Arbitrator finds necessary based on the nature of the dispute, including requiring that security be furnished in order to secure a party's interests
- f) make awards in the matters in dispute between parties
- g) settle the issue of costs.

ARTICLE 28 – CONFIDENTIALITY

Unless otherwise agreed by the parties, both the arbitration proceedings and the Arbitrator's decision will not be subject to confidentiality.

ARTICLE 29 - THE ARBITRATION PROCEEDINGS

The Institute may determine the closing date for the Claim and Defence or this may be decided by the Arbitrator.

At the same time, it must be clarified with the parties as to whether the arbitration proceedings and the decisions of the Arbitrator shall be subject to confidentiality, cf. Article 28.

Unless otherwise agreed, immediately following the appointment of the Arbitrator, after discussions with the parties, a schedule shall be drawn up for the further proceedings.

The parties may not submit more than one pleading each in addition to those of the Claim and the Defence. Exceptions to this rule may be granted by the Arbitrator in particular circumstances. The pleadings are to be submitted within time limits fixed by the Arbitrator.

Evidence to which the parties wish to rely on must be presented within the fixed time limits and before the Hearing, unless otherwise accepted by the other party or the Arbitrator owing to special circumstances.

The parties shall receive equal treatment at each stage of the arbitration proceedings and the parties shall have full opportunity to put forward their case.

All documentation and other information presented to the Arbitrator by a party shall be simultaneously sent to the other parties in the case.

ARTICLE 30 – LANGUAGE

The parties shall be free to agree on the language of the Pleadings, the arbitration proceedings and the Award. If the parties are unable to agree, the language shall be that of the contract, provided, however, that documents of evidence may be submitted in their original language and witnesses may be heard and examined in a major language of their choice.

ARTICLE 31 - THE ARBITRATION HEARING

Within a reasonable time, the Arbitrator shall assign a date for the Arbitration Hearing at which the parties shall argue their case orally unless the parties agree that an Award shall be made based on the documents and without an Arbitration Hearing. The Arbitration Hearing shall be conducted and the arguments shall be presented in such manner as the Arbitrator shall decide in consultation with the parties. Witnesses may be called to be examined and cross-examined by the parties.

The Arbitration Hearing shall not last more than 4 days. The Arbitrator may decide that it shall last a shorter period of time.

The parties shall be given equal time to present their case and to examine parties and witnesses, as well as to present arguments. Cross-examination shall count as time used by the examining party.

ARTICLE 32 – AMICABLE SETTLEMENT

If the parties reach an amicable settlement before the Tribunal, at the request of the parties, the amicable settlement shall be affirmed in an arbitration award provided that the Arbitrator has no grounds to oppose this.

ARTICLE 33 - TIME LIMITS FOR MAKING AWARD

As far as possible, the Award shall be notified to the parties not later than four weeks after the conclusion of the Hearing, and not later than six months after the appointment of the Arbitrator. These time limits may be extended by the Board of the Institute in special cases.

ARTICLE 34 - SEPARATE AWARDS

A separate issue or a part of the matter in dispute may, at the request of a party, be decided by a separate or interim Award. If the other party objects, such separate Award may be made only when, in the Arbitrator's view, there are special reasons for making it.

ARTICLE 35 - THE ARBITRATION AWARD

The Award must not go beyond the contentions made by the parties and shall be based on the grounds forming the basis of the claim. An enforcement judgment or a declaratory judgment may state the grounds on which the award is based.

The Arbitrator shall determine the costs and the remuneration due to him and the Institute for serving in the matter, and decide how to apportion them between the parties. In all events, the parties shall be jointly and severally liable for the payment of such sums. Should a settlement of the dispute be made before an Award is made, the Arbitrator shall determine the costs and remuneration due to him and the Institute.

The Award shall be in writing and signed by the Arbitrator.

The Arbitrator may, at his discretion, order the losing party to pay the successful party's costs, wholly or in part.

ARTICLE 36 - EFFECT OF THE AWARD

The Award shall be final and enforceable and shall be subject to no review or modification by the Arbitrator. An award that has not been formulated in accordance with the opinion of the Arbitrator, due to obvious miscalculations, clerical errors or similar clear errors, may be corrected if demanded by a party within one month after the Award has been handed down. The Arbitrator must rectify any error no later than one month after receipt of the Request.

CHAPTER IV MEDIATION RULES

ARTICLE 37 - APPLICABLE MEDIATION RULES

The provisions of this Chapter shall apply to Mediation unless otherwise agreed between the parties.

ARTICLE 38 - REQUEST FOR MEDIATION

A Request for Mediation shall be made to the Institute in writing and shall contain:

- a) the names and addresses of the parties
- b) the nature of the dispute and its basis.

The Mediation Agreement on which the Request is based shall be submitted together with the Request.

ARTICLE 39 - MEASURES BY THE INSTITUTE AFTER REQUEST

The Institute shall submit the Request to the other party, fixing a closing date for acceptance of the commencement of Mediation proceedings. If the other party either advises the Institute that he does not want to participate in Mediation proceedings, or if he fails to respond to the communication from the Institute within the fixed time limit, the Request for Mediation shall be considered revoked.

If the other party accepts that Mediation shall be conducted, the Institute shall request the parties jointly to advise the Institute who they want to have appointed as Mediator as provided for in Article 40. If such advice has not been received within a time limit fixed by the Institute, the Request for Mediation shall not be accepted by the Institute.

ARTICLE 40 - APPOINTMENT OF MEDIATOR

The Board of the Institute shall prepare and maintain a list of qualified Mediators who can undertake tasks in accordance with the Rules of the Institute.

One Mediator shall serve in each case. If the magnitude of the matter justifies it, and the parties so agree, more than one Mediator may be appointed in the same case.

The Institute appoints the Mediator. If the parties wish a Mediator to be appointed who is not included in the Institute's list, the Institute may in special circumstances appoint such person.

A Mediator serving in a case shall be neutral and independent of the parties.

ARTICLE 41 - MEDIATION FEES AND DEPOSITS

The Institute's Board shall adopt a schedule of registration fees for Mediation which may be revised from time to time. The applicable fee shall be payable by the parties, each paying one half unless they agree otherwise. The fee shall be paid before the Institute appoints the Mediator.

The Institute may decide that the parties, before the Mediation commences, shall deposit with the Institute a payment on account of the estimated expenses of the Mediation. When the parties' assessment of the estimated expenses has been submitted, ref. Article 42 g), the Institute may demand payment of additional deposits. Failing such payment by the parties within a time limit fixed by the Institute, the Request for Mediation shall be considered revoked.

ARTICLE 42 - AGREEMENT ON THE CONDUCT OF THE MEDIATION

As soon as the Mediator has been appointed and the parties have paid fees and made deposits as provided for in Article 41, the Mediator shall call the parties to a preparatory session. The Mediator, in cooperation with the parties, shall see to it that an Agreement is made containing inter alia:

- a) place for the Mediation Session
- b) date and duration of the Mediation Session
- c) determination of the procedure to be followed prior to the Mediation Session

- d) fixing of time limits
- e) role of the Mediator during the Mediation, and the extent to which he shall be bound by confidentiality towards the parties during the Mediation
- f) detailed Rules on the conduct of the Mediation Session, including the language to be used
- g) specification of estimated costs of the Mediation, including remuneration to the Mediator and apportionment of the costs between the parties
- h) right of the parties, if any, to discontinue the Mediation.

The Board of the Institute has prepared standard Agreements on Mediation which can be modified to suit the dispute in question and the needs and wishes of the parties.

The Agreement shall be signed by the parties and the Mediator. The Mediator shall submit a copy of the Agreement to the Institute.

ARTICLE 43 - CONCLUSION OF THE MEDIATION

The Mediation is concluded by:

- a) the parties entering into a binding Settlement Agreement
- b) the Mediator advising the parties and the Institute that continuation of the Mediation will serve no purpose
- c) the parties having failed to reach settlement within an agreed date
- d) one party requiring that the Mediation shall be discontinued.

If settlement between the parties has not been reached, they are free to bring the dispute before the ordinary courts or to Arbitration. If the parties have agreed on Arbitration pursuant to the Rules of the Institute, or enter into an Agreement to submit to Arbitration, and one of the parties demands Arbitration, the provisions of Chapter II shall apply to the further handling of the matter.

ARTICLE 44 - THE SETTLEMENT AGREEMENT

The Settlement Agreement shall be made in writing and with the assistance of the Mediator if requested by the parties. The Agreement shall apportion the total costs between the parties.

The Agreement shall be signed by the parties and the Mediator.

ARTICLE 45 - CONFIDENTIALITY ETC.

All matters relating to the Mediation and the result thereof shall be held in confidence by the Mediator, the Institute and the parties, unless the parties otherwise agree.

The parties are not permitted to disclose settlement offers made by the other party in subsequent litigation before a court or Arbitration Tribunal, or to call the Mediator as witness.

Whoever has acted as Mediator in a dispute may not be appointed Arbitrator in the same matter unless the parties and the Mediator so agree.

CHAPTER V MINI-TRIAL RULES

ARTICLE 46 - APPLICABLE MINI-TRIAL RULES

The provisions of this Chapter shall apply to a Mini-trial unless otherwise agreed between the parties.

ARTICLE 47 - REQUEST FOR MINI-TRIAL

A Request for Mini-trial shall be made to the Institute in writing and shall contain:

- a) the names and addresses of the parties
- b) the nature of the dispute and its basis
- c) the name of the requesting party's Executive who will serve on the Panel.

The Mini-trial Agreement on which the Request is based, shall be submitted together with the Request.

ARTICLE 48 - MEASURES BY THE INSTITUTE AFTER REQUEST

The Institute shall submit the Request to the other party fixing a time limit for him to state whether or not he accepts that Mini-trial shall be undertaken and, in the event he accepts, to name that party's Executive to serve on the Panel.

If the other party either advises the Institute that he does not want to participate in Mini-trial proceedings, or he fails to respond within the fixed time limit, the Request for Mini-trial shall not be accepted by the Institute.

If the other party accepts that Mini-trial shall be undertaken, the Institute shall fix a time limit for the parties to propose an Umpire for the Panel as provided for in Article 49.

ARTICLE 49 - APPOINTMENT OF UMPIRE

The Panel shall have an Umpire who shall normally be chosen from the list of qualified Mediators established as provided for in Article 40. If the parties wish an Umpire to be appointed who is not on the list, the Institute may in special circumstances appoint him.

The parties shall always be given the opportunity to agree on the person to be appointed as Umpire. If the parties fail to propose an Umpire within a time limit fixed by the Institute, the Request for Mini-trial shall be considered revoked.

The Umpire shall be appointed by the Institute. The Umpire shall be neutral and independent of the parties.

ARTICLE 50 - MINI-TRIAL FEES AND DEPOSITS

The Board of the Institute shall adopt a schedule of registration fees which may be revised from time to time. The fees applicable to a Mini-trial case shall be payable by the parties, each paying one half at the latest at the time of the appointment of the Umpire.

The Institute may decide that the parties within a fixed time limit shall deposit with the Institute an amount sufficient to cover the estimated expenses for the conduct of the Mini-trial. The Institute may demand additional deposits if deemed necessary.

When the parties fail to deposit the amount mentioned within the fixed time limit, the Request for Mini-trial shall be considered revoked.

ARTICLE 51 - AGREEMENT ON THE CONDUCT OF THE MINI-TRIAL

As soon as the Umpire has been appointed and the parties have paid fees and made deposits as provided for in Article 50, the Umpire shall call the parties to a preparatory session. The Umpire shall, in cooperation with the parties, ensure that an Agreement is made containing inter alia:

- a) place for the Mini-trial Session
- b) date and duration of the Mini-trial
- c) determination of the procedure to be followed prior to the Mini-trial Session, including the setting of time limits
- d) determination of the procedure to be followed during the conduct of the Mini-trial including:
 - how the time available shall be shared by the parties
 - the agenda of the proceedings
 - the role to be played by the Umpire and the representatives of the parties on the Panel during the proceedings
 - the language to be used
 - the powers of the representatives of the parties to conclude settlement of the dispute
- e) specification of estimated costs of the Mini-trial including remuneration to the Umpire and apportionment of the costs between the parties
- f) the right of the parties, if any, to discontinue the Mini-trial proceedings.

The Institute has prepared standard Agreements for Mini-trials which can be modified to suit the dispute in question and the needs and wishes of the parties.

The Agreement on the conduct of the Mini-trial shall be signed by the parties and the Umpire. The Umpire shall submit a copy of the Agreement to the Institute.

ARTICLE 52 - CONCLUSION OF THE MINI-TRIAL

The Mini-trial is concluded by:

- a) the parties entering into a binding Settlement Agreement
- b) the Umpire advising the parties and the Institute that continuation of the Mini-trial will serve no purpose
- c) one or both parties requiring that the Mini-trial be discontinued

If settlement between the parties has not been reached, they are free to bring the dispute before the ordinary courts or to Arbitration. If the parties have agreed Arbitration pursuant to the Rules of the Institute or enter into an Agreement to submit to Arbitration, and one of the parties demands Arbitration, the provisions of Chapter II shall apply to the further handling of the matter.

ARTICLE 53 - THE SETTLEMENT AGREEMENT

The Settlement Agreement shall be made in writing and shall include apportionment of the total costs between the parties.

ARTICLE 54 - CONFIDENTIALITY ETC.

Unless otherwise agreed, all matters relating to the Mini-trial and the result thereof shall be held in confidence by the Umpire, the Institute and the parties.

The parties are not allowed to disclose settlement offers made by the other party in subsequent litigation before the ordinary courts or an Arbitration Tribunal, or to call the Umpire as a witness.

Whoever has acted as Umpire in a Mini-trial may not be appointed Arbitrator in the same dispute, unless the parties and the Umpire so agree.

CHAPTER VI

EXPERT ASSISTANCE FOR THE PREVENTION OF DISPUTES

ARTICLE 55 – APPLICABLE RULES ON EXPERT ASSISTANCE

The rules in this Chapter apply if the Parties agree to allow an expert assist during the period of contract with a view to preventing potential disputes and in that connection agree that such assistance shall be rendered in accordance with the rules of the Institute.

ARTICLE 56 – REQUEST FOR EXPERT ASSISTANCE

A Request for Expert Assistance to prevent disputes shall be submitted in writing to the Institute and shall contain:

- a) the names and addresses of the parties
- b) description of the relevant contractual relationship

The Agreement on which the Request is based shall be submitted together with the Request.

ARTICLE 57 – MEASURES BY THE INSTITUTE AFTER REQUEST

The Institute shall submit the Request to the other party fixing a time limit within which to state whether or not he accepts that Expert Assistance shall be rendered.

If the other party either advises the Institute that he does not want to participate in the proceedings, or he fails to respond within the fixed time limit, the Request for Expert Assistance shall not be accepted by the Institute.

If the other party accepts that Expert Assistance shall be rendered, the Institute shall fix a time limit for the parties to submit proposals to the Expert.

ARTICLE 58 – APPOINTMENT OF THE EXPERT

Unless otherwise agreed, one Expert shall be appointed. The parties may agree that a Deputy Expert shall also be appointed.

The Expert(s) and any Deputy Experts shall normally be appointed from the Institute's list of persons of qualified Arbitrators as provided by Article 40. If the Parties wish an expert to be appointed who is not included in the list, the Institute may in special circumstances accept such appointment.

The parties shall always be given the opportunity to agree on who shall be appointed as the Expert.

The Institute shall appoint Expert(s) who are impartial and independent of the parties.

ARTICLE 59 – COSTS RELATING TO THE EXPERT ASSISTANCE

The Board of the Institute shall draw up and revise a schedule of registration fees which shall be paid for Expert Assistance services as referred to in this Chapter. The fee shall be payable by the parties, each paying one half no later than at the time of the appointment of the Expert.

The parties are jointly and severally liable for the Expert's remuneration. With respect to internal matters between the parties, these shall equally share the costs relating to Expert Assistance. The Expert may require advance payments as a condition for continuing the assistance.

ARTICLE 60 – IMPLEMENTATION OF EXPERT ASSISTANCE

As soon as the Expert has been appointed and the parties have paid fees as provided for in Article 59, the Expert shall call the parties to a meeting. The Expert shall, in cooperation with the parties, draw up a plan for meetings at appropriate intervals during the period of contract together with guidelines on the Expert's communication with the parties and the procedure.

At the fixed meetings, the Expert shall attend together with relevant persons from each of the parties.

A meeting may be cancelled if agreed by the parties.

At the meetings, contractual disagreements which may arise between the parties and which at least one of them wishes to submit to the Expert are examined. The Expert shall, based on the contract, assist the parties in arriving at a solution of the submitted questions. The Expert may also propose that the issue at dispute be sought solved by other forms of dispute resolution. Each of the parties may freely accept or reject the proposals of the Expert.

Unless the parties have entered into an express agreement stating otherwise, the procedure undertaken by the Expert and the parties' circumstances in this connection are of no importance both for any time limits which may be in force under the contract and for the parties' rights and duties in other respects.

ARTICLE 61 – CONCLUSION OF EXPERT ASSISTANCE

Expert Assistance is concluded by:

- a) the parties stating that the contractual relationship is terminated and there are no remaining unclarified contractual disagreements
- b) the Expert advises the parties and the Institute that a continuation of the assistance will serve no purpose
- c) one or both parties requiring that further Expert Assistance be discontinued.

ARTICLE 62 – CONFIDENTIALITY ETC.

Unless otherwise agreed, all matters relating to the Expert Assistance and the result thereof shall be held in confidence by the Expert, the Institute and the parties.

The parties are not allowed to disclose anything expressed to the Expert in subsequent litigation before the ordinary courts or an Arbitration Tribunal, or to call the Expert as a witness.

Whoever has acted as the Expert may not be appointed as an Arbitrator in the same dispute, unless the parties and the Expert so agree.

CHAPTER VII TRANSITIONAL RULES

ARTICLE 63 – ADOPTION AND ENTRY INTO FORCE

These new rules are adopted by the Board of the Oslo Chamber of Commerce at the meeting of 11 May 2005.

The new rules apply to cases where a Request has been received by the Institute after 17 May 2005. The previous rules shall apply to cases received prior to 17 May 2005.

