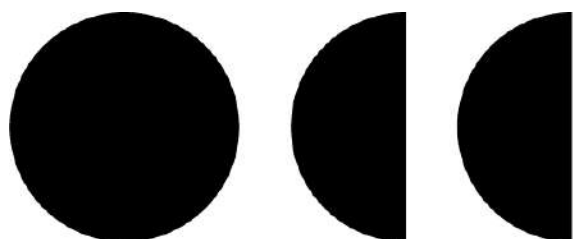


Rules of  
The Arbitration and Dispute Resolution Institute  
of the  
Oslo Chamber of Commerce  
Mediation



**Oslo Chamber  
of Commerce**

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## DEFINITIONS

<b>Arbitration</b>	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.
<b>Fast-track Arbitration</b>	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.
<b>Mediation</b>	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.

## PREFACE

By focusing on building relationships and developing skills the Oslo Chamber of Commerce (OCC) promotes business activities both in a national and an international perspective. The objective is to contribute to increased competitiveness, and stimulate a culture that encourages collaboration and innovation.

Disagreements can arise in any business relation. Most disputes should and will be resolved amicably. In order to assist in situations where parties do not find a solution themselves, OCC has established a dispute resolution center; the Oslo Chamber of Commerce, Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce (the Institute). The Institute has as its purpose to offer cost effective dispute resolution with the assistance of experienced and highly competent professionals since its establishment in 1984.

The Institute offers various forms of mediation to maintain and preserve the business relationship between the parties and limit expenses to resolve disputes. Arbitration is offered where the parties choose to resolve the dispute finally and binding by a third party. A simplified form of arbitration is Fast-track Arbitration, a method which is fast, more efficient and less costly.

Whether the parties choose mediation or arbitration, the rules enable the parties to influence who should mediate and be part of the arbitral tribunal. Parties residing in different countries and with differing legal systems, will often have chosen the applicable substantive law and method of dispute resolution at the contract negotiation stage. Irrespective of what is so agreed, the rules provide for a fair trial to all parties involved.

The Arbitration Act of June 14 2004 no. 25 applies to arbitration in Norway. The Norwegian Arbitration Act is based on the UNCITRAL Model Law, and is thus internationally adapted. The rules of the Institute are harmonized with both the Norwegian Arbitration Act and the UNCITRAL Model Law.

An extensive review of the rules was undertaken by the Institute in 2016. This resulted in two new separate sets of Rules for Arbitration and Rules for Mediation. Both sets of rules came into force on 1 January 2017, and pave the way for modern and adaptable methods to resolve commercial disputes.

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## MODEL CLAUSES

### ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### FAST-TRACK ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by fast-track arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### COMBINATION ARBITRATION AND FAST-TRACK ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

The rules for fast-track arbitration shall apply where the amount in dispute does not exceed NOK 2.000.000. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the response to the request for arbitration.

### MEDIATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be referred to mediation in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### COMBINATION MEDIATION AND ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall first be referred to mediation in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

If one of the parties objects to mediation or if the mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time.

### 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, controversy 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 Dispute Resolution Institute of the Oslo Chamber of Commerce."

If administrative assistance is also required, the following can be added to the clause:

"The matter shall be administered by the Institute based on the rules on administrative assistance under the UNCITRAL Rules."

**OSLO CHAMBER OF COMMERCE  
RULES OF MEDIATION**

**CHAPTER I  
INTRODUCTORY PROVISIONS**

**Article 1 - About the OCC**

The Arbitration and Alternative Dispute Resolution Institute (“Institute”) of the Oslo Chamber of Commerce (“OCC”) is responsible for the administration of disputes that shall be conducted in accordance with the OCC’s Rules for Mediation (“Mediation Rules”).

The objective of mediation at the Institute is to bring the parties to an agreement.

**Article 2 - Non-mandatory application**

Unless otherwise agreed between the parties, cases referred to the Institute for mediation are conducted in accordance with the Mediation Rules.

**Article 3 - Notices, notifications and time limits**

All correspondence must always be sent to the Institute until a mediator is appointed, and thereafter to the mediator.

If the final day of a time limit falls on a day that is not a working day in Norway, the time limit is extended to the next working day.

**CHAPTER II  
INITIATION OF MEDIATION**

**Article 4 - Request for Mediation**

A request for mediation shall be submitted to the Institute in writing. The request for mediation should include the following:

- a) The names and addresses of the parties and their counsels, if applicable.
- b) A brief description of the nature of the dispute, the claim and the basis for the claim between the parties.
- c) A description of any mediation agreements, together with any written mediation agreements enclosed.
- d) Name and contact details of the mediator if the parties have agreed on who shall mediate.

**Article 5 - Registration fee and the Institute’s expenses**

The Institute shall prepare a schedule of registration fees. Each of the parties shall pay an equal share of the registration fee, unless the parties agree otherwise. Payment must be made without further notice from the Institute within one week after a request for mediation was sent to the Institute. If only one of the parties requests mediation, that party shall pay the registration fee. The Institute will not appoint a mediator until the registration fee has been paid.

## **Article 6 - The Institute's consideration of the request for mediation**

If there is no agreement to mediate between the parties, the Institute shall send the request to the other party with a time limit to state whether that party consents to mediation. If such consent is not provided within the time limit that has been fixed, the request for mediation will not be accepted.

## **Article 7 - Appointment of mediator etc.**

One mediator shall be appointed in each case. If justified by the magnitude of the matter justifies it, and the parties so agree, more than one mediator may be appointed in the same case, including the use of a technical expert as co-mediator.

The Institute shall request the parties to jointly advise within a fixed time limit who they wish to have appointed as mediator. If the parties fail to reach agreement on who shall mediate, they can request that the Institute decides on the matter. If such a request has not been made within a time limit fixed by the Institute, or the parties fail to reach an agreement on who shall mediate, the request for mediation shall be considered revoked. If there is agreement between the parties on who shall mediate, or when the parties have requested that the Institute decide who shall mediate, the mediator shall be appointed by the Institute.

The Board of the Institute shall prepare and update a list of qualified mediators who can undertake tasks as mediator in accordance with the Mediation Rules.

## **Article 8 - Impartiality and independence**

A Mediator must be impartial and independent in the relevant case.

The mediator shall unasked inform the Institute and the parties of any circumstances that may call into question the mediator's impartiality and independence.

A person having acted as mediator in a dispute may not be appointed as arbitrator in the same dispute, or a dispute that originates from the same legal circumstances, unless the parties and the mediator agree otherwise.

## **Article 9 - Deposit to the mediator**

The mediator may decide that the parties, before the mediation commences, shall deposit with the Institute an advance to cover the costs of the mediation.

## **Article 10 - Agreement on the conduct of the mediation**

As soon as the Mediator has been appointed, the registration fee has been paid, and any deposit has been paid in accordance with Article 9, the Mediator shall call the parties to a preparatory meeting. The preparatory meeting can be conducted as distant meeting. The mediator, in cooperation with the parties, shall ensure that an agreement is made which should address inter alia:

- a) the place of mediation;
- b) the date and duration of the mediation;
- c) the representatives of the parties during the mediation;
- d) the procedure to be followed prior to the mediation session;
- e) the fixing of any time limits;

- f) the role of the mediator during the mediation;
- g) the detailed rules on the conduct of the mediation session, including the language(s) to be used;
- h) a specification of the estimated costs of the mediation, including remuneration to the mediator and the apportionment of the costs between 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.

### **CHAPTER III MEDIATION**

#### **Article 11 - Mediation techniques etc.**

The mediator shall comply with the parties' agreement on the mediation procedure insofar this provides for adequate proceedings. In the absence of an agreement on the mediation procedure, the mediator will decide this in consultation with the parties. Meetings may be held with the parties individually or jointly. The mediator can present proposed solutions and state the mediator's view on the strengths and weaknesses in the parties' legal and factual arguments.

Different mediation techniques can be utilised. If the parties and mediator agree so, the following techniques, inter alia, may be used:

- *Ad hoc* mediation, whereby the Mediator attempts to find a basis for a settlement between the parties through discussions in plenary sessions and separate meetings.
- Project Integrated Mediation (PRIME) whereby the mediator participates in a project over a period of time.
- Mini-trials, which involve the parties making more extensive submissions that the mediator then provides an opinion on.
- Early Neutral Evaluation, whereby the mediator provides, either orally or in writing, a non-binding assessment of the case or specific points of dispute.

#### **Article 12 - Record**

The mediator shall compile a record of the mediation detailing those attending. If statements are given by third parties, it shall be recorded who gave such statement. A party that makes a settlement offer, can request that this is recorded.

#### **Article 13 - Conclusion of the mediation**

The mediation is concluded when:

- a) the parties enter into a binding settlement agreement,
- b) the mediator advises the parties and the Institute that further mediation will serve no purpose,
- c) the parties have failed to reach a settlement within an agreed date, or
- d) one party requires that the mediation is discontinued.

If a settlement between the parties has not been reached, the parties are free to initiate legal proceedings before the ordinary courts or arbitration, if this has been or is agreed. If the parties have agreed to arbitration proceedings pursuant to the Arbitration Rules of the Institute, or enter into an agreement to submit to arbitration and one of the parties requests arbitration accordingly, the Institute's Arbitration Rules shall apply to the further handling of the matter.

If the mediation is unsuccessful, the parties can agree that their respective costs related to the mediation shall be included in the total claim for costs in subsequent arbitration proceedings.

#### **Article 14 - Settlement agreements**

Settlement agreements shall be in writing. If possible, such agreements shall also specify the final apportionment of the mediation costs between the parties.

#### **Article 15 - The mediator's costs**

Upon conclusion of the mediation, the mediator shall determine the mediator's own remuneration and costs in accordance with any agreements with the parties. If there is no such agreement, the mediator shall determine his/her remuneration based on what is considered reasonable, inter alia, in consideration of the time spent. Unless otherwise agreed, the mediator's costs shall be shared equally by the parties.

#### **Article 16 - Confidentiality etc.**

Unless otherwise agreed by the parties, the mediator, the Institute and the parties shall maintain confidentiality about the existence of the mediation and its subject matter. Thus, the parties cannot, outside of mediation and without an explicit and written agreement, make reference to settlement offers or proposals that the other party has presented with the object of reaching a settlement in the mediation. The same applies to the other party's admissions or assessments presented by the party in question or the mediator during the mediation.

The parties cannot call the mediator as a witness in court or arbitration proceedings related to the issue in dispute.

### **CHAPTER IV OTHER PROVISIONS**

#### **Article 17 - Disclaimer of liability**

With the exception of losses caused by wilful misconduct or gross negligence, any party that uses the Institute waives any right to assert claims for damages against the Institute, a mediator or any other person who performs duties for the Institute or who has been appointed to assist the mediator.

#### **Article 18 - Adoption, entry into force and amendments**

A mediation agreement that makes references to the Mediation Rules is deemed to apply to refer to the rules in effect on the date the request is received by the Institute, unless the mediation agreement explicitly stipulates that it applies to the Mediation Rules as these were worded when the mediation agreement was entered into.

The Mediation Rules were adopted by the Board of the Institute at the meeting of 5 December 2016, and enter into force on 1 January 2017. The Mediation Rules apply to cases where a request has been received by the Institute after 1 January 2017. The previous rules adopted on 11 May 2005 shall apply to cases received prior to this date. The Board of the Institute can amend the Mediation Rules.



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