

OUT-OF-COURT ARBITRATION REGULATIONS

FOR

KRISTIANSAND CHAMBER OF COMMERCE

1. APPLICABLE ARBITRATION REGULATIONS.

- 1.1. The regulations mentioned below applies to out-of-court arbitration (henceforth “arbitration”), unless the parties agree that another set of regulations will apply.
- 1.2. The arbitration arrangement will be managed by the Chamber of Commerce’s arbitration board (henceforth “Arbitration board”). The Arbitration board’s by-laws also apply to arbitration.
- 1.3. The purpose of arbitration is for a dispute to be resolved without legal procedure where the parties, with the aid of a mediator, seek reconciliation (of the dispute).

2. AN AGREEMENT AS A BASIS FOR ARBITRATION.

- 2.1. Disputes may only be sought resolved through arbitration after agreement between the parties. Such an agreement may be established by the time of contract signing or when a dispute arises. Arbitration agreement proposals are drafted by the Chamber of Commerce.

3. INITIATION OF ARBITRATION.

- 3.1. Arbitration is initiated when one party sends a petition for arbitration (henceforth "the Petition") to the other party.
- 3.2. The Petition must include;
 - a) the parties names and addresses
 - b) a description of the dispute’s nature, basis and presumed scope.

Together with the Petition the agreement that form the basis for the Petition is to be submitted.

- 3.3. The parties shall seek to agree upon a mediator within three weeks after the Petition is submitted. As mediator the parties may choose a person of their pleasing. The Chamber of Commerce carries a list of suggestions of relevant mediators.

- 3.4. In case the parties cannot agree upon a mediator each party can request a mediator to be appointed by the Arbitration board. The Arbitration board's decision is final.
- 3.5. There has to be a mediator. If the scope of the case requires it and the parties agree upon it, more than one mediator can be appointed to the same case.
- 3.6. A mediator has to be impartial and independent of the case's parties. The rules for legal competence according to the Norwegian Arbitration Act § 14 will apply to the mediator.

4. **CONDUCT OF ARBITRAL PROCEEDINGS.**

- 4.1. As soon as a mediator is appointed the mediator shall confirm his appointment in writing to the parties. The confirmation of appointment shall include hourly rate/fee stipulated by the mediator, also including any possible demand for advance payment. If advance payment is demanded each party shall make a payment of half each. If payment fails to comply with the time-limit for advance payment the mediator may discontinue the appointment. The confirmation of appointment shall also include a notice of a preliminary meeting.
- 4.2. In the preliminary meeting an agreement about further arbitration shall be drawn up, which should encompass inter alia the following circumstances;
 - a) a location where the arbitration will take place
 - b) time and duration of arbitration
 - c) stipulation of form of procedure ahead of the negotiation meeting
 - d) stipulation of time-limits
 - e) the mediators role during the arbitration and to what degree he will be subject to the declaration of confidentiality in regards to the parties during arbitration
 - f) more explicitly the rules that shall apply during the conduct of the proceedings, including which language to make use of
 - g) allocation of the mediator's costs and fees between the parties

The agreement is to be signed by the parties and the mediator.

5. **FINALIZATION OF ARBITRATION.**

- 5.1. Arbitration concludes when;
 - a) the parties entering into a conciliation agreement

b) the mediator informs the parties in writing that there is nothing to gain by further arbitration

c) the parties have not reached conciliation by the optional time-limit

d) one of the parties informs that arbitration will be discontinued.

5.2. If conciliation is not reached, each of them may bring the case for the common court of law or arbitration. In case the parties have contractual agreement about arbitration after the Chamber of Commerce's arbitration regulations or enter into agreement about such arbitration procedures after arbitration, the arbitration will commence according to the current regulations.

6. CONCILIATION AGREEMENT

6.1. If conciliation is reached, a written conciliation agreement shall be entered into. The mediator shall on the parties request assist in the drafting of the conciliation agreement.

6.2. The conciliation agreement shall establish the allocation of mediator's costs and fees between the parties. It is adequate to state the allocation in percentiles.

6.3. The conciliation agreement is to be signed by parties and mediator.

6.4. If conciliation is reached, and both parties agree, the case can be transferred to arbitration according to Næringsforeningen's regulations for general arbitration, and the mediator may record the arbitration as an arbitration award.

7. MEDIATOR EXCLUDED FROM ARBITRATION.

7.1. A person appointed as mediator in a dispute may not later be appointed as arbitrator in the dispute, see item 6.4 above. The parties may deviate from this stipulation by written agreement.

8. UNILATERAL CONTACT WITH MEDIATOR.

8.1. Unilateral contact between one party and mediator must not occur prior to the finalization of arbitration. Contact over the phone has to be conducted as a conference call. All correspondence must be copied for both parties and mediator. The stipulation does not impede direct contact between the parties.

9. CLIENT CONFIDENTIALITY ETC.

9.1. Unless the parties agree upon something else, the mediator, the Arbitration board and the parties are bound by the client confidentiality agreement in regards to the arbitration and the results there of.

9.2. It is not permissible for one party in a later dispute in the courts or in arbitration to claim the conciliation offer presented by the other party during the arbitration or to call the mediator as a witness.

10. **MEDIATOR'S PAYMENT.**

- 10.1. Unless otherwise stated the mediators payment is to be calculated according to accrued time. The fee is independent of whether or not conciliation is reached.
- 10.2. In addition to the fee the mediator may claim all costs accrued in connection with the assignment as mediator.
- 10.3. The parties are liable for the mediator's costs and fees in solidarity.

11. **COMPLAINT AGAINST THE MEDIATOR.**

- 11.1. In case the mediator has been selected from Næringsforeningen's list of relevant mediators or the mediator is appointed by the Arbitration board, complaints against the mediator may be addressed to the Arbitration board.