The Legal 500 & The In-House Lawyer
Comparative Legal Guide
Switzerland: Arbitration

This country-specific Q&A provides an overview of the legal framework and key issues surrounding arbitration law in **Switzerland** including arbitration agreements, tribunals, proceedings as well as costs, awards and the hot topics concerning this country at present.

This Q&A is part of the global guide to Arbitration.

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Country Author: Niederer Kraft & Frey AG

The Legal 500

Daniel Eisele, Partner

daniel.eisele@nkf.ch

The Legal 500

Tamir Livschitz, Partner

tamir.livschitz@nkf.ch

The Legal 500

Anja Vogt, Associate

anja.vogt@nkf.ch

1. **What legislation applies to arbitration in your country? Are there any mandatory laws?**

In Switzerland, international arbitration is governed by the 12th chapter of the Swiss Private International Law Act (PILA). An arbitration is deemed international, if at least one party to the arbitration agreement had its domicile or habitual residence outside

Switzerland at the time of the conclusion of the arbitration agreement. Domestic arbitration is governed by the 3rd title of the Swiss Civil Procedure Code (CPC). However, parties to an international arbitration dispute may declare the provisions on domestic arbitration of the CPC to apply in lieu of the provisions of the PILA (art. 167 para 2 PILA). Equally, the parties to a domestic arbitration are granted the possibility to agree on the provisions of the PILA to apply instead of the CPC (art. 353 para 2 CPC).

While great emphasis is placed on party autonomy in adapting the arbitral proceedings to their needs, Swiss arbitration law contains several mandatory requirements: the provisions on arbitrability (art. 177 PILA and art. 353 CPC), the provisions stipulating the lack of independence or impartiality as grounds to challenge an arbitrator (art. 180 para 1 (c) PILA and art. 367 para 1 (c) CPC), the provisions requiring the arbitral tribunal to ensure equal treatment of the parties and compliance with their right to be heard (art. 182 para 3 PILA and art. 373 para 4 CPC), as well as the provisions providing for assistance by the state courts at the seat of the arbitral tribunal (art. 185 PILA and art. 356 CPC) are among the mandatory rules.

2. **Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?**

Switzerland ratified the New York Convention in 1965 without making any reservations to the general obligations of the Convention. With the PILA having entered into force on 1 January 1989 the reciprocity reservation of Switzerland was withdrawn and the New York Convention applies erga omnes.

3. **What other arbitration-related treaties and conventions is your country a party to?**

Switzerland is a party to the Washington Convention on the Settlement of Investment Disputes between States and Nationals of Other States of 1965 (ICSID Convention), as well as to the Geneva Protocol on Arbitration Clauses of 1923 and the Geneva Convention on the Execution of Foreign Arbitral Awards of 1927, although, according to art. VII para 3 of the New York Convention the latter two treaties ceased to have effect.

4. **Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?**

Neither the PILA nor the CPC are based on the UNCITRAL Model Law. However, there are no fundamental differences between them.

5. **Are there any impending plans to reform the arbitration laws in your country?**

The Swiss Federal Council has tasked a working group with the revision of the provisions on international arbitration of the PILA. There is not intent to fundamentally reform the rules on international arbitration in Switzerland. Rather, the revision is directed at implementing and converting into law developments in international arbitration over the last roughly 25 years driven by the case law of the Swiss Federal Tribunal. The objective is for Switzerland to maintain its attractiveness for international arbitration. The first results of the working group are to be expected in the beginning of the year 2017.

6. **What arbitral institutions (if any) exist in your country?**

The Chambers of Commerce of Industry of Basel, Berne, Geneva, Lausanne, Lugano, Neuchâtel, and Zurich established the Swiss Chambers' Arbitration Institution offering arbitration services governed by the Swiss Rules of International Arbitration ("Swiss Rules").

In addition, Switzerland hosts many dispute settlement institutions, including the Dispute Settlement Bodies of the World Trade Organization, the World Intellectual Property Organization (WIPO) Arbitration and Mediation Center, the United Nations Compensation Commission and the International Air Transport Association (IATA). The Court of Arbitration for Sports (CAS) is also located in Switzerland (Lausanne).

7. **What are the validity requirements for an arbitration agreement**

under the laws of your country?

A valid arbitration agreement in international arbitration must meet minimum requirements of form and substance. In terms of formal requirements, the arbitration agreement must be made in writing, by telegram, telex, facsimile or any other means of communication allowing it to be evidenced by text. Strictly speaking, signature or exchange of the arbitration agreement is not required as long as the parties' agreement can otherwise be evidenced based on written documents.

As regards content requirements, such arbitration agreement must stipulate the parties' intent to resolve a determined or determinable dispute by way of arbitration, thereby excluding the jurisdiction of the state courts.

The same conditions apply to arbitration agreements in domestic arbitration pursuant to art. 357 and 358 CPC.

With regard to the criteria on substance an international arbitration agreement is deemed valid if it displays the legal requirements for a mutual party intent concerning the essential aspects either based on (i) the law chosen by the parties to specifically govern the arbitration agreement, or (ii) by the law governing the subject matter of the dispute (i.e. in general the underlying contract), or (iii) by Swiss law.

8. **Are arbitration clauses considered separable from the main contract?**

The concept of severability of the arbitration clause is explicitly stipulated in art. 178 para 3 PILA and art. 357 para 2 CPC. Both provisions provide for the arbitration agreement not to be contested on the grounds that the main contract is not valid or that the arbitration agreement concerns a dispute which had not yet arisen.

9. **Can claims under more than one contract be brought in the one arbitral proceeding? Can an arbitral tribunal with its seat in your country consolidate separate arbitral proceedings under one or**

more contracts, and, if so, in what circumstances?

In domestic arbitration, art. 367 para 2 CPC provides the possibility for claims between the same parties to be joined in the same arbitration proceeding, provided that these claims are factually connected and the subject of corresponding arbitration agreements between the respective parties. In contrast, the legislation on international arbitration is silent in this regard.

Separate arbitral proceedings conducted under the Swiss Rules may be consolidated pursuant to art. 4 para 1 of the Swiss Rules. The decision on the consolidation of separate proceedings is made by the arbitral tribunal after consulting with both, the parties and any confirmed arbitrator in all proceedings, taking into account the relevant circumstances of the arbitral proceedings in question. Consolidation is equally possible if the parties to the separate arbitral proceedings are not identical.

10. How is the law applicable to the substance determined?

According to art. 187 para 1 PILA the law applicable to the substance in international arbitration is primarily determined by the parties' explicit or implicit choice of law. In the absence of such choice, the arbitral tribunal applies the rules of law with which the underlying agreement has its closest connection.

In domestic arbitration, art. 381 CCP provides for the arbitral tribunal to decide either according to the rules of law chosen by the parties or based on equity if authorised by the parties. In a subsidiary manner, the arbitral tribunal "shall decide according to the law that an ordinary court would apply".

11. Are any types of dispute considered non-arbitrable? What is the approach used in determining whether or not a dispute is arbitrable?

In international arbitration, art. 177 para 1 PILA and the case law of the Swiss Federal Tribunal provide for a broad definition of disputes deemed arbitrable as any dispute of financial interest, i.e. any claim that ultimately pursues an economic purpose, may be subject of an arbitration procedure. Thus, also monetary claims in family and inheritance

law, monetary claims relating to intellectual property and competition as well as antitrust law are deemed arbitrable in Switzerland.

In contrast, matters concerning the legal status (e.g. marriage, separation, divorce, matrimony, paternity, adoption etc.) and some matters relating to insolvency law (opening of bankruptcy proceeding, arrest etc.) are deemed non-arbitrable.

The definition of arbitrability in Swiss domestic arbitration is more restrictive than its understanding in Swiss international arbitration. Pursuant to art. 354 CCP, a dispute may only be submitted to an arbitral tribunal if the parties are free to dispose over the rights and duties in question. In particular and contrary to the situation in international arbitration, labor law disputes in a domestic context are solely arbitrable if the respective arbitration agreement was concluded a minimum of one month after the end of the employment relationship (art. 341 para 1 Swiss Code of Obligations). In addition, labor law rights confirmed by the Swiss Code of Obligations as non-waivable will also not be deemed arbitrable in a domestic context.

An arbitral tribunal with seat in Switzerland will apply Swiss law to determine the arbitrability of a dispute, regardless of the law that applies to the underlying agreement.

12. In your country, are there any restrictions in the appointment of arbitrators?

In general, there are no restrictions on the appointment of arbitrators, apart from the requirements of independence and impartiality. As an exception to the foregoing, in domestic arbitration only the conciliation authority may be appointed as arbitral tribunal in matters relating to the lease and usufructuary lease of residential premises (art. 361 para 4 CPC).

Although the IBA Guidelines on Conflict of Interest in International Arbitration have no statutory value, the Swiss Federal Tribunal indicated that the IBA Guidelines on Conflict of Interest in International Arbitration may serve as valuable instrument when verifying the independence and impartiality of arbitrators. Furthermore, the Swiss Federal Tribunal has ruled that the co-arbitrators and the chairperson are subject to the same degree of independence.

13. Are there any default requirements as to the selection of a tribunal?

Art. 179 para 2 PILA states that the state court at the place of arbitration ("juge d'appui") may be seized by the parties (or one of the parties) to appoint the arbitrators of an arbitration proceeding if the parties have failed to designate the arbitrators – whether in their arbitration agreement (e.g. directly or by reference to institutional rules of arbitration or by providing for an alternative mechanism or authority to appoint the arbitrators) or thereafter.

14. Can the local courts intervene in the selection of arbitrators? If so, how?

In both the international and the domestic arbitration, the court at the seat of the arbitral tribunal may intervene and appoint, challenge, remove or replace an arbitrator upon request of a party to the arbitration proceeding (art. 179 et seq. PILA and art. 367 et seq. CPC). When seized, the court ("juge d'appui") must accept and act on the request to appoint an arbitrator unless a summary examination reveals that no arbitration agreement exists between the parties.

15. Can the appointment of an arbitrator be challenged? Can an arbitrator be disqualified? What is the procedure for such challenge?

The appointment of an arbitrator may be challenged based on three grounds (art. 180 para 1 PILA and art. 367 CPC), namely, (i) if the appointed arbitrator does not have the qualification agreed upon by the parties, (ii) if the rules of arbitration agreed upon by the parties provide a ground for challenging the arbitrator, and (iii) if circumstances giving rise to reasonable doubts as to the arbitrator's independence exist.

A party that wishes to challenge an arbitrator it itself nominated, or in whose appointment it participated, may only do so on grounds that have come to its attention after the appointment. The grounds for challenge must be notified to the arbitral tribunal and the other party without delay.

In case the parties have not agreed on a procedure for challenging an arbitrator (including by means of referring to institutional rules of arbitration), the competent court at the seat of the arbitral tribunal shall take a final decision (art. 180 para 3 PILA).

16. Are arbitrators immune from liability?

The legal relationship between the arbitrator and the parties (receptum arbitri) is to be qualified according to the law at the seat of arbitral tribunal (lex arbitri). According to Swiss case law and the legal doctrine, the arbitrator is obliged to personally fulfill all his/her duties with all due care. Throughout the proceedings, arbitrators are committed to independence and impartiality.

The liability of arbitrators is limited to the event of unlawful intent or gross negligence. However, in case of breach of duties by the arbitrator, parties are likely to in the first instance challenge the arbitration award and only subsequently attempt to hold the arbitrator liable for damages. In addition, an arbitrator may be liable if he/her accepts an appointment without disclosing a reason for refusal that finally leads to refusal or revocation of the arbitration award in appeal proceedings.

In Swiss Rules arbitration, art. 45 Swiss Rules declares the exclusion of liability of, inter alia, the arbitrators for any act or omission in connection with arbitration conducted under the Swiss Rules, except if such act or omission is shown to constitute intentional wrongdoing or gross negligence.

17. Is the principle of competence-competence recognised in your country? What is the approach of local courts towards a party commencing arbitration in apparent breach of an arbitration agreement?

The principle of competence-competence applies to arbitral tribunals based on art. 178 para 1 PILA.

Swiss court practice has established principles favouring arbitration over state court litigation, at least where the parties have agreed on arbitration seated in Switzerland. When a state court's jurisdiction is contested based on the existence of an arbitration

agreement, Swiss court practice directs any state court seized to refer the matter for review to the arbitral tribunal stipulated in the arbitration agreement in question, if the arbitration agreement on its face appears to be valid and capable of being performed by the parties. This is referred to as the negative effect of competence-competence, which applies in Switzerland with regard to arbitral tribunals seated in Switzerland. Thus, if an arbitration agreement provides for arbitration seated in Switzerland, a state court (wrongly) seized by a party must even in case of doubt refrain from reviewing the arbitration agreement (i.e. its validity and scope) and refer the matter to arbitration.

18. How are arbitral proceedings commenced in your country? Are there any key provisions under the arbitration laws relating to limitation periods of which the parties should be aware?

In accordance with art. 181 PILA and art. 372 CPC arbitral proceedings are deemed commenced from the moment one of the parties seizes the arbitral tribunal designated in the arbitration agreement or, in the absence of such designation in the arbitration agreement, when one of the parties initiates the procedure for the constitution of the arbitral tribunal or requests to conduct conciliation proceedings agreed upon by the parties to precede the commencement of arbitral proceedings.

There are no procedural provisions relating to limitation periods under the Swiss arbitration laws. Swiss law does not qualify limitation periods as procedural but rather as a matter of substance and limitation periods are therefore subject to the lex causae. Hence, the law applicable to the substance of the contract in dispute determines the duration of a limitation period as well as the procedural actions that will toll limitation periods.

19. What is the applicable law (and prevailing practice) where a respondent fails to participate in the arbitration? Can the local courts compel parties to arbitrate? Can they order third parties to participate in arbitration proceedings?

Except where a party fails to appoint an arbitrator when establishing the arbitral tribunal (in which case the state court will step in in lieu of the defaulting party), Swiss law does not entrust the state courts at the seat of the arbitral tribunal with authority to compel

parties to arbitrate.

After an arbitral tribunal has been established, it is up to the arbitral tribunal to deal with a defaulting party. As Swiss law requires the arbitral tribunal to treat parties equally and to ensure the parties' right to be heard, the arbitral tribunal must ensure that the parties – including non-participating parties to a proceeding – are properly served and informed. If these conditions are met, a default award is generally considered valid and enforceable.

In Swiss Rules arbitration, art. 28 Swiss Rules stipulates the procedure for the arbitral tribunal in case a party fails to take procedural acts. Provided that the parties are duly notified, the arbitral tribunal may proceed with the arbitration in case one of the parties fails to appear at a hearing without showing sufficient cause for its failure. On the same basis, the arbitral tribunal may render an award based on the evidence available to it if a party fails to produce evidence.

20. In what instances can third parties or non-signatories be bound by an arbitration agreement or award (e.g. by joinder)?

Whether in international arbitration an arbitration agreement can be extended onto a non-signatory third party must always be assessed on a case-by-case basis. Pursuant to the Swiss Federal Tribunal's case law, an extension of the arbitration agreement onto non-signatory third parties may in the following scenarios be possible:

- A non-signatory third-party may become subject to an arbitration agreement based on an implied intent, typically expressed by such party's conduct. Under certain circumstances, an interference by a third party in the negotiations or performance of a contract containing an arbitration clause may lead to the applicability of such arbitration clause to the interfering third party.
- Unless express language in the arbitration clause determines otherwise, third party beneficiaries of agreements with arbitration clauses may generally invoke such arbitration clauses when raising claims under the pertinent agreements, even though these third party beneficiaries have not signed the agreement in question.
- In case of assignment of contracts containing an arbitration clause, the arbitration clause is generally also deemed to have been assigned onto the assignee.
- Under the alter ego doctrine, also referred to as the piercing of the corporate veil

doctrine, a non-signatory party can be bound by an arbitration agreement, if such non-signatory party can be regarded as an alter ego of a party formally bound by the arbitration agreement. Such assumption requires that a party exerts complete and exhaustive control over another party and has misused such control to such extent that it may be appropriate to disregard the separate legal forms of the two parties and treat them as one entity. However, in Switzerland the separate corporate forms of companies will only under exceptional circumstances be disregarded, such as in case of fraud or blatant abuse of rights.

- It is a matter of debate in Switzerland whether the group of companies doctrine applies in Switzerland. In any event, it is submitted that in many instances where one would apply such doctrine to extend the scope of an arbitration agreement onto a third party, there is a similar likelihood to successfully achieve an extension invoking the doctrine of implied intent of the third party onto whom the agreement is to be extended (see above).

21. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?

Disputing parties in Swiss arbitration proceedings can, just as in ordinary state court litigation, benefit from the entire array of interim relief available under Swiss domestic law.
Pursuant to art. 262 CPC any interim measure suitable to prevent the imminent harm may be ordered. In particular, an injunction, an order to remedy an unlawful situation, an order to a register authority or to a third party, performance in kind, and the payment of a sum of money in the cases provided by law may be applied for by arbitrating parties.

In contrast to interim relief from state courts, in case of interim relief requested from the arbitral tribunal, even interim relief not known under Swiss law may theoretically be granted.
Swiss law allows for an arbitral tribunal to grant interim relief unless the parties to an arbitration agreement agreed otherwise (art. 183 para 1 PILA and art. 374 para 1 CPC). State courts' assistance in connection with interim relief is, however, of critical importance based on the following grounds:

- If not complied with voluntarily by the relevant party, interim relief issued by an arbitral tribunal requires the involvement of the state courts to be enforced.
- The arbitral tribunal has no competence and thus no basis to issue binding and

enforceable orders against third parties, e.g. banks in case of freezing orders, since the latter will normally not be part of the arbitration agreement.

- As interim relief is generally connected with matters of urgency it will often need to be given ex parte, without hearing the counterparty. In contrast to state courts and unless the specific applicable institutional rules of the arbitration expressly provides otherwise (as the Swiss Rules do – in contrast to e.g. the ICC Rules), arbitral tribunals are likely not grant interim relief ex parte, but only once the counterparty is heard.

In order for an arbitral tribunal to be able to grant interim relief, it must be established and in a position to deal with the motion for interim relief. Various institutional arbitration rules (including the Swiss Rules and the ICC Rules) provide for the possibility to call on a so called emergency arbitrator to grant interim relief even before the arbitral tribunal has been formally established in accordance with the applicable institutional rules.

State courts can be called on to grant interim relief before constitution of the arbitral tribunal. If the requested relief is granted, the party submitting the motion will be required to commence arbitral proceedings within 10 days following receipt of the court's order for interim relief.

22. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence?

Art. 184 PILA and art. 375 CPC stipulate rules for taking of evidence and the participation of the state courts. In principle, the arbitral tribunal takes the evidence itself. If, however, taking of evidence or other procedural acts require the assistance of the state courts, e.g. due to the fact that arbitral tribunals do not have coercive powers, such participation may be requested from the state court at the seat of the arbitral tribunal by the arbitral tribunal itself or by a party to the arbitral tribunal with the consent of the arbitral tribunal.

23. What ethical codes and other professional standards, if any,

apply to counsel and arbitrators conducting proceedings in your country?

In general, representatives and arbitrators in arbitral tribunals do not need to be lawyers or admitted to the bar. Parties may, however, only be represented by attorneys authorised by Swiss Law or a treaty in appeal proceedings before the Swiss Federal Tribunal.

According to Swiss law, lawyers are required to observe various professional rules such as duty of diligence, independence, avoidance of conflict of interest, and the attorney-client-privilege. Violation of these rules may result in disciplinary action by the cantonal supervisory authorities. In addition, the Swiss Bar Association stipulated various professional standards which should be observed by its members.

24. How are the costs of arbitration proceedings estimated and allocated?

Swiss law does not stipulate how the costs of arbitration proceedings are estimated and allocated. In general, one can expect the arbitral tribunal to follow the costs follows the event-rules, because said rule is also followed by the state courts in Switzerland.

In Swiss Rules institutional arbitration, according to art. 38 Swiss Rules the arbitral tribunal shall determine the costs of the arbitration proceeding, as well as its apportionment in its award. In principle, also in Swiss Rules arbitration the costs are borne by the unsuccessful party. However, the arbitral tribunal may apportion the costs taking into account the circumstances of the case.

25. Can interest be included on the principal claim and costs incurred?

The payment of interest on principal claims and costs is governed by the applicable substantive law to the matter in dispute (art. 187 para 1 PILA). If Swiss law is the applicable substantive law to the matter, interest can be included on both, the principal claim and the costs incurred.

26. Can arbitration proceedings and awards be appealed or challenged in local courts? What are the grounds and procedure?

In Switzerland an arbitral award is, in principle, deemed final, which is why appeals against arbitral awards do – as a rule – not have suspensive effect. In practice, however, when an appeal is filed, the parties are nevertheless asked not to commence enforcement proceedings.
Both in international and domestic arbitration an arbitral award, whether final or partial, may only be appealed to the Swiss Federal Tribunal (art. 191 PILA and art. 389 para 1 CPC), i.e. the principle of one instance of appeals applies, such instance being the highest court in the country. In domestic arbitration, pursuant to art. 390 para 1 CPC, the parties are given the option to agree that the arbitral award shall first be appealed to the cantonal high court at the seat of arbitration.

Swiss Law provides for only a very restricted number of grounds on which arbitral awards may be appealed. In international arbitration the grounds for appeal provided by art. 190 para 2 PILA are: (i) the irregular composition of the arbitral tribunal, (ii) an incorrect decision on jurisdiction, (iii) the fact that the arbitral tribunal rendered a decision beyond the claims made by the parties or did not answer all claims raised, (iv) the violation of equal treatment of the parties or their right to be heard, and (v) a violation of the (procedural or substantive) principles of public policy.

In domestic arbitration arbitral awards may be appealed on two additional grounds pursuant to art. 393 CPC, namely (i) if the arbitral award is arbitrary in its result due to it being based on findings that are obviously contrary to the facts as stated in the case file or because it constitutes an obvious violation of law or equity, and (ii) if the costs and compensation fixed by the arbitral tribunal are obviously excessive.

Appeals to the Swiss Federal Tribunal are governed by the Federal Tribunal Act (the CPC governs the procedure for appeals to the cantonal court if so chosen by the parties in domestic arbitration). In both proceedings the appeal must be filed in writing within 30 days of notification of the award.

Chances of success with appeals against arbitral awards are remote. Based on available statistics, the chances of success to appeal an arbitral award on all available grounds other than jurisdiction range around 7%, while appeals on grounds of lack of jurisdiction

have a statistical chance of success of about 10%. In addition, appeals proceedings are conducted rather swiftly. A decision of the Swiss Federal Tribunal can generally be expected to be rendered within 6 to 8 months following the lodging of the appeal.

27. Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?

The parties may waive any possibility at all to appeal an arbitral award if all parties to the dispute have their domicile or place of business outside Switzerland. Such waiver can either be outlined in the arbitration agreement or be made subsequently by written declaration of the parties. Such waiver must, given its implications, be made expressly be the parties. Reference to institutional rules providing for the finality of arbitral awards do not suffice for such purposes.

28. To what extent might a state or state entity successfully raise a defence of state or sovereign immunity at the enforcement stage?

No specific Swiss law has been adopted on the matter of sovereign immunity. Established case law in Switzerland, however, is based on the concept of limited immunity of states, according to which immunity from enforcement action is accorded for a state's public acts (acta iure imperii), as opposed to a state's private acts (acta iure gestionis), i.e. acts that concern an activity that a private party could have similarly engaged in. With regard to the latter, immunity may not apply.

In addition, assets dedicated to sovereign tasks are immune from enforcement unless the state or state entity in question has expressly waived such immunity.

Immunity may not apply if the counterparty can successfully demonstrate a sufficient nexus (e.g. Switzerland being the place of origin or place of performance of the obligation in question) between the state's commercial (as opposed to public) act and Switzerland. The possibility of confiscation of a state's assets acting under private law can therefore not be excluded provided that no treaty between the respective state and Switzerland determines the assets in question to be immune from enforcement.

29. **Are there rules or restrictions on third-party funders in your country?**

In principle, there are no rules or restrictions on third-party funders in Switzerland. The Swiss Federal Tribunal has expressly confirmed that third party funding is, as a rule, admissible. However, certain limitations on influencing the client-attorney relationship will need to be respected by third party funders.

30. **Is there a concept in your country providing for class-action or group arbitration? If so, are there any limitations to the arbitrability of such claims or requirements that must be met before such claims may be arbitrated?**

Swiss law does not stipulate the concept of class actions or group arbitration. However, according to the art. 376 para 1 CPC arbitration may be initiated by joint parties provided that all parties are connected by one or more corresponding arbitration agreements and the claims are identical or at least factually connected. The commencement of arbitration proceedings by joint parties in international arbitration is also possible based on the same principles.

Presently, there are political discussions ongoing relating to the introduction of class actions in Switzerland (albeit not in an as broad manner as it exists in the United States). To our knowledge, there is currently no assessment as to when these discussions will conclude and what the results will be.

31. **Is diversity in the choice of arbitrators (e.g. gender, age, origin) actively promoted in your country? If so, how?**

Gender- and other diversity in international arbitration is actively promoted by the Swiss Chambers' Arbitration Institution. In particular, gender diversity is a debated topic. According to the statistics for the year 2015 issued by the Swiss Chambers' Arbitration Institution, 47% of the arbitrators appointed by the court were women. However, the percentage of women appointed by the parties or the co-arbitrators amounted to only 5%.

In 2016 the Swiss Chambers' Arbitration Institution has signed the "Equal Representation in Arbitration Pledge" committed to improving the representation of women in arbitration.

32. Is emergency arbitrator relief available in your country? Is this actively used?

The possibility of emergency arbitrator relief is not stipulated in the PILA or the CPC. However, a state court can at all times (i.e. even before constitution of an arbitral tribunal) be seized to obtain interim relief.

The revised Swiss Rules in effect as from 1 July 2012 introduced the possibility to apply for emergency arbitrator relief. Pursuant to art. 43 Swiss Rules a party requiring urgent interim measures before the constitution of the arbitral tribunal may submit an application for emergency relief to the secretariat of the arbitration court. Based on the statistics of the Swiss Chambers' Arbitration Institution, emergency arbitrator relief is not very actively used with only 3% of all cases submitted in the year 2015 representing emergency relief procedures.

33. Have measures been taken by arbitral institutions in your country to promote transparency in arbitration?

There are currently no broad initiatives to strengthen transparency in arbitration. On the contrary, Art. 44 Swiss Rules explicitly stipulates that all awards, orders, and materials submitted by a party in the course of an arbitral proceeding are to be kept confidential, unless agreed otherwise by the parties.

34. Are efforts being made by arbitration institutions or local courts to impose strict deadlines for the rendering of awards?

The Swiss Chambers' Arbitration Institution allows parties pursuant to Art. 42 Swiss Rules to agree on an expedited procedure, which times the arbitral award to be rendered within six months from the date on which the secretariat of the arbitration court transmitted the file to the arbitral tribunal. On state level, no such efforts are being made.

35. **Have steps been taken in your country to publish reasoned decisions on arbitrator challenges and provide more insight into the drivers behind arbitrator selection by institutions?**

In cases where the state courts are seized when challenging an arbitrator, such proceedings are in principle public. The decisions of the cantonal court of appeal as well as the (landmark) decisions of the Swiss Federal Tribunal are regularly published and available on the respective websites.

36. **Are there arbitral laws or arbitration institutional rules in your country providing for simplified procedures for claims under a certain value?**

While Swiss law does not foresee simplified or expedited arbitral procedures depending on the value of a claim, art. 6 para 4 and art. 42 of the Swiss Rules provide for an expedited procedure "where the amount in dispute does not exceed CHF 1 million" or if the parties agree to such procedure. In an expedited procedure the arbitral tribunal is required to make the arbitral award within six months from receiving the case file from the secretariat of the arbitration court. The expedited procedure therefore features a number of procedural facilitations.