

**AGREEMENT  
BETWEEN  
THE STOCKHOLM CHAMBER OF COMMERCE  
AND  
THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION  
TO FACILITATE THE USE OF COMMERCIAL ARBITRATION  
IN TRADE BETWEEN SWEDEN AND JAPAN**

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Being convinced that a wider use of commercial arbitration would lend confidence and stability to commercial transactions between firms in Japan and in Sweden, the Stockholm Chamber of Commerce and the Japan Commercial Arbitration Association are agreed henceforth to recommend that firms engaged in such trade should insert in their contracts the following clause:

“All disputes, controversies, or differences which may arise between the parties out of or in relation to or in connection with this contract, or for the breach thereof, shall be finally settled by arbitration, pursuant to the Swedish-Japanese Trade Arbitration Agreement of August 9, 1962 by which each party hereto is bound.”

The terms of the agreement referred to in this clause are as follows:

(1) Arbitrations to be held in Japan shall be conducted under the rules of the Japan Commercial Arbitration Association; arbitrations to be held in Sweden shall be conducted in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

(2) If the place where the arbitration is to be held is not designated in the contract, or the parties fail to agree in writing on such place, the party demanding arbitration shall give notice, if the party resides in Sweden, to the Executive Committee of the Stockholm Chamber of Commerce, and if the party resides in Japan, to the Japan Commercial Arbitration Association. The Executive Committee or the Arbitration Association shall notify the parties that they have a period of 30 days to submit their arguments and reasons for their preference regarding the place to a Joint Arbitration Committee, the seat of which shall be in Stockholm and Tokyo, respectively. Such a Committee shall be composed of three members, one appointed by the Executive Committee of the Stockholm Chamber of Commerce and one by the Japan Commercial Arbitration Association; the third member, to act as chairman, shall be chosen by the other two. The third member shall not be a member of either the Arbitration Institute of the Stockholm Chamber of Commerce or the Japan Commercial Arbitration Association. The determination of the place of arbitration by the Joint Arbitration Committee shall be final and binding upon both parties to the controversy.

(3) The Stockholm Chamber of Commerce and the Japan Commercial Arbitration Association will cooperate in advancing international commercial arbitration through increased use of the facilities of their organization, and will advise each other concerning mutual policies and progress in the interest of Swedish-Japanese trade.

The foregoing shall be known as the Swedish-Japanese Trade Arbitration Agreement, and shall be deemed to be incorporated in any contract containing the clause mentioned above.

**Stockholm, Sweden**  
**Date: August 9, 1962**

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**Signed for and on behalf of  
THE STOCKHOLM CHAMBER OF COMMERCE  
By: Ragnar Söderberg, President**

**Tokyo, Japan**  
**Date: July 3, 1962**

**Signed for and on behalf of  
THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION  
By: Tadashi Adachi, President**