

THIS COOPERATION AGREEMENT

is made by and between
The Swiss Arbitration Association (ASA)
and
The Japan Commercial Arbitration Association (JCAA)

WHEREAS:

(i) ASA is an Association duly established under Swiss law, founded in 1974 for the purpose of furthering, in a wide sense, the development of commercial arbitration on both, domestic and international levels.

At present it consists of more than 500 individual Swiss members (most of them being practising lawyers or professors), about 30 corporate members and over 110 non-Swiss members (lawyers, professors, experts).

On the basis of its Articles of Association the President shall, upon request submitted to him or to ASA, designate arbitrators, fix the place of arbitration or make similar decisions. ASA is not itself an institution administering arbitration cases; it has, on purposes, not promulgated particular arbitration rules of its own. International arbitration proceedings conducted in Switzerland are governed by the new Swiss Arbitration Law, i.e. Chapter 12 of the Swiss Private International Law Act of December 18, 1987, in force as of January 1, 1989 which contains, on a liberal and flexible basis, the essential provisions for assuring a proper constitution and functioning of the arbitral tribunal, and provides for strictly limited grounds for setting aside procedure essentially comparable to those reflected in the New York Convention of 1958. Parties are free to submit to the rules of particular arbitral institutions, or to elect other arbitration rules such as the UNCITRAL Arbitration Rules, or particular rules as to the reception and administration of evidence.

(ii) JCAA is an independent non-governmental arbitration organization established in 1953, consisting of more than 1000 corporate members, to promote international trade through prevention and settlement of commercial disputes.

To achieve this propose, JCAA administers and supervise arbitration proceedings as an effective means to solve international commercial disputes, provides a wide range of consulting services designed to prevent commercial disputes, and collects information and source materials concerning arbitration systems and international trade rules and practices in various countries.

JCAA administers arbitration cases under its Commercial Arbitration Rules or under the UNCITRAL Arbitration Rules as agreed by the parties to dispute.

(iii) ASA and JCAA are convinced that an intensified mutual cooperation will contribute towards the further development of peaceful resolution of international commercial disputes.

It is hereby agreed as follows:

1. ASA and JCAA, each in its country, will continue their efforts to develop the international commercial arbitration and seek to cooperate in its promotion, including alternative means of settling international commercial disputes.

2. ASA shall keep JCAA periodically informed on its activities and new developments in respect of the Swiss law and practice in international arbitration.

ASA shall regularly circulate to JCAA three copies of its quarterly journal ("Bulletin")

reporting on current arbitration matters, arbitral awards, court cases, doctrine, publications and seminars/conferences. It will also send copies of other brochures it has published (as long as on stock) or will publish in future, and the secretariat of ASA will be glad to accommodate JCAA or anyone of its members with further copies of such materials, possibly against a modest charge.

3. Similarly, JCAA shall regularly circulate to ASA three copies of its monthly journal "JCA Journal" and keep ASA informed on its Commercial Arbitration Rules, the national laws pertaining to domestic and international arbitration, new development thereunder and such other matters as may be of interest to a foreign (Swiss) party in connection with arbitration matters in its country, and will currently circulate brochures and other materials (as available) to ASA in three copies.

4. Each Party shall, upon a request of a member of the other Party approved by the other Party's president, furnish such other assistance as may be required for facilitating a smooth conduct of arbitral proceedings in their respective countries, such as for instance advice and/or recommendations on the following matters:

- the choice of an arbitrator, sole arbitrator or presiding arbitrator or, as the case may be, the choice of a mediator or conciliator
- the place of arbitration
- the appointment of experts
- the selection of local countries for handling arbitration matters before arbitral tribunals or, as the case may arise, before local courts
- the selection of resource persons for active participation in seminars, conferences or training activities
- the assistance regarding conference room facilities, hotels, secretarial services, interpreters, taperecording, court reporters for establishing transcripts and similar matters.

5. In exercising the functions as per Clause 4 above, the requested Party may, if and to the extend deemed appropriate, consult with the other Party in connection with the advice or recommendation to be given.

6. It is noted that the President of ASA, upon a request addressed to ASA or to its President made pursuant to an arbitration clause or pursuant to a separate agreement of the parties to a dispute, may designate an arbitrator (or sole arbitrator or presiding arbitrator) or determine the place of arbitration, or rule on similar matters; in so doing, the President shall exercise the authority given to him on the basis of Art. 9 (3) of ASA's Articles of Association.

7. ASA and JCAA shall, on request, consult each other on any matters of mutual interest and on any questions that may arise concerning the operation of this Agreement.

8. Any correspondence or communication shall be made as follows:
(omitted)

9. The term of this Agreement shall be indefinite; either Party may, however, terminate this Agreement by giving three months' prior written notice to the other. In the event of termination, the Party giving notice shall take the steps necessary to ensure that such termination will not be prejudicial to any activities then in progress.

This Agreement is signed in Zurich by the President of the Swiss Arbitration Association on 3 January 1994 and, subsequently, countersigned in Tokyo by the President of the Japan Commercial Arbitration Association. This Agreement will become effective as of 1 February 1994.