

AGREEMENT BETWEEN
THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION
AND
THE ZURICH CHAMBER OF COMMERCE
TO FACILITATE THE USE OF COMMERCIAL ARBITRATION
IN TRADE BETWEEN JAPAN AND SWITZERLAND

Being convinced that a wider use of commercial arbitration would lend confidence and stability to commercial transactions between firms in Japan and in Switzerland, the Japan Commercial Arbitration Association (hereinafter called the "Association") and the Zurich Chamber of Commerce (hereinafter called the "Chamber") 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 the breach thereof, shall be finally settled by arbitration, pursuant to the Japanese-Swiss Trade Arbitration Agreement of June 9, 1983 by which each party hereto is bound."

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

(1) Arbitration to be held in Japan shall be conducted under the Commercial Arbitration Rules of the Association: arbitrations to be held in Switzerland shall be conducted in accordance with the Conciliation and Arbitration Rules of the Chamber, under which each party may appoint one arbitrator in the case of a court of three arbitrators.

(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 Japan, to the Association, and if the party resides in Switzerland, to the Secretary's Office of the Chamber. The Association or the Chamber, as the case may be, 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 Tokyo and Zurich, respectively. Such a Committee shall be composed of three members, one appointed by the Association and one by the Chamber: 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 Association or the Chamber. The determination of the place of arbitration by the Joint Arbitration Committee shall be final and binding upon both parties to arbitration.

(3) The Association and the Chamber 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 Japanese-Swiss trade.

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

THE JAPAN COMMERCIAL ARBITRATION
ASSOCIATION

THE ZURICH CHAMBER OF COMMERCE

Shigeo Nagano
President
Tokyo, May 17, 1983

Dr. Luk Keller
Chairman
Zurich, June 9, 1983