

**Schedule of Fees and Costs for EuroCham SG members:  
WIPO Mediation, Arbitration/Expedited Arbitration and Expert Determination**

<b>WIPO Mediation</b>		
<b>Administration Fee</b>	<b>Mediator's Fees (*)</b>	
0.075% of the value of the mediation, up to a maximum fee of \$7,500	\$300-\$600 per hour	\$1,500-\$3,500 per day

(\*) Indicative rates

(All amounts are in United States dollars)

1. The value of the mediation is determined by the total value of the amounts claimed.
2. Where the Request for Mediation does not indicate any claims for a monetary amount or the dispute concerns issues that are not quantifiable in monetary amounts, an administration fee of \$750 shall be payable, subject to adjustment. The adjustment shall be made by reference to the administration fee that the WIPO Center, after consultation with the parties and the mediator, determines in its discretion to be appropriate in the circumstances.
3. A mediator shall be required to maintain a detailed and accurate record of the work done and the time spent on the mediation. Following the termination of the mediation, a copy of such records shall be provided to the parties and the WIPO Center, together with the mediator's invoice.
4. After consulting with the parties and the mediator, the WIPO Center shall determine the final amount to be paid to the mediator, taking into consideration the hourly or daily rates and other factors such as the complexity of the subject matter of the dispute and of the mediation, the total time spent by the mediator, the diligence of the mediator and the rapidity of the mediation proceedings.
5. For the purposes of calculating the costs of the mediation, the amount of claims expressed in currencies other than United States dollars shall be converted if necessary to amounts expressed in United States dollars on the basis of the official United Nations exchange rate prevailing on the date of payment.
6. These reduced fees apply if one or both parties is/are member(s) of EuroCham SG.

<b>WIPO Arbitration/Expedited Arbitration</b>			
<b>Type of Fee</b>	<b>Amount in Dispute</b>	<b>Expedited Arbitration</b>	<b>Arbitration</b>
Registration Fee	Any Amount	\$750	\$1,500
Administration Fee *	Up to \$2.5M	\$750	\$1,500
	Over \$2.5M and up to \$10M	\$3,750	\$7,500
	Over \$10M	\$3,750 +0.0375% of amount over \$10M up to a maximum fee of \$11,625	\$7,500 +0.0375% of amount over \$10M up to a maximum fee of \$19,125
Arbitrator(s) Fees *	Up to \$2.5M	\$20,000 (fixed fee)	As agreed by the WIPO Center in consultation with the parties and the arbitrator(s) Indicative rate(s) \$300 to \$600 per hour
	Over \$2.5M and up to \$10M	\$40,000 (fixed fee)	
	Over \$10M	As agreed by the WIPO Center in consultation with the parties and the arbitrator	

(All amounts are in United States dollars)

\* Each bracket indicates the total amount of the fees payable in a dispute, e.g. the administration fee payable in an expedited Arbitration when the amount in dispute is \$5million is \$3,750 (and not a fee of \$4,500 which would have resulted from adding the fees of \$3,750 and \$750).

1. The WIPO Center may set-off all or part of the administration fees paid to it in connection with a WIPO mediation or a WIPO expert determination against the registration and administration fees payable to the WIPO Center in connection with a WIPO arbitration regarding the same dispute.
2. Prior to the establishment of the arbitral tribunal, the WIPO Center shall fix an arbitrator's hourly or daily fee rate, in consultation with the parties and the arbitrator. In so doing, the WIPO Center shall take into consideration such factors as the amounts in dispute, the number of parties, the complexity of the dispute and the status and any special qualifications required of the arbitrator.
3. An arbitrator shall be required to maintain a detailed and accurate record of the work done and the time spent on the arbitration. Following the termination of the arbitration, a copy of such records shall be provided to the parties and the WIPO Center, together with the arbitrator's invoice.
4. After consulting with the parties and the arbitral tribunal, the WIPO Center shall determine the final amount to be paid to the sole arbitrator or each of the respective amounts to be paid to the presiding arbitrator and the other members of a three-member tribunal, taking into consideration the hourly or daily rates and maximum rates and other factors such as the complexity of the subject matter of the dispute and of the arbitration, the total time spent by the arbitrator, the diligence of the arbitral tribunal and the rapidity of the arbitration proceedings.
5. For the purposes of calculating the fees, the amount of claims expressed in currencies other than United States dollars shall be converted to amounts expressed in United States dollars

on the basis of the official United Nations exchange rate prevailing on the date of submission of the Request for Arbitration.

6. For the purpose of calculating the fees, the value of any counterclaim should be added to the amount of the claim.
7. Only paragraphs 1, 3, 5 and 6 above apply to Expedited Arbitration proceedings.
8. These reduced fees apply if one or both parties is/are member(s) of EuroCham SG.

<b>WIPO Arbitration – Emergency Relief (Pursuant to Article 49, WIPO Arbitration Rules / Article 43, WIPO Expedited Arbitration Rules)</b>	
<b>Administration Fee</b>	<b>Emergency Arbitrator's Fees (*)</b>
\$1,875	Initial deposit: \$10,000 Indicative rates \$300 to \$600 per hour, up to a maximum fee of \$20,000

(All amounts are in United States dollars)

(\*) Indicative rates

1. Prior to the appointment of the emergency arbitrator, the Center shall fix the emergency arbitrator's hourly fee rate, in consultation with the parties and the emergency arbitrator. In so doing, the Center shall take into consideration such factors as the amounts in dispute, the number of parties, the complexity of the dispute and the status and any special qualifications required of the emergency arbitrator.
2. An emergency arbitrator shall be required to maintain a detailed and accurate record of the work done and the time spent on the emergency relief proceedings. Following the termination of the emergency relief proceedings, a copy of such records shall be provided to the parties and the Center, together with the emergency arbitrator's invoice.
3. After consulting with the parties and the emergency arbitrator, the Center shall determine the final amount to be paid to the emergency arbitrator, taking into consideration the hourly rates and maximum rates and other factors such as the complexity of the subject matter of the dispute and of the arbitration, the total time spent by the emergency arbitrator, the diligence of the emergency arbitrator and the rapidity of the emergency relief proceedings.
4. The emergency arbitrator's fees shall not exceed the above-mentioned indicative rates, except in exceptional circumstances.
5. For the purposes of calculating the costs of the emergency relief proceedings, the amount of claims expressed in currencies other than United States dollars shall be converted if necessary to amounts expressed in United States dollars on the basis of the official United Nations exchange rate prevailing on the date of payment.
6. These reduced fees apply if one or both parties is/are member(s) of EuroCham SG.

<b>WIPO Expert Determination</b>		
<b>Administration Fee</b>	<b>Expert's Fees (*)</b>	
0.075% of the value of the expert determination, subject to a maximum of \$7,500	\$300-\$600 per hour	\$1,500-\$3,500 per day

(\*) Indicative rates

(All amounts are in United States dollars)

1. The value of the expert determination is determined by the total value of the amounts claimed.
2. Where the Request for Expert Determination does not indicate a monetary amount or where the matter referred to expert determination concerns issues that are not quantifiable in monetary amounts, an administration fee of \$750 shall be payable, subject to adjustment. The adjustment shall be made by reference to the administration fee that the Center, after consultation with the parties and the Expert, determines in its discretion to be appropriate in the circumstances.
3. The Center may set-off all or part of the administration fee paid to it in connection with a WIPO mediation or WIPO arbitration against the administration fee payable to the Center in connection with a WIPO expert determination regarding the same dispute.
4. Prior to the appointment of the Expert, the Center shall fix an Expert's hourly or daily fee rate, in consultation with the parties and the Expert. In so doing, the Center shall take into account any amount concerned, the complexity of the matter referred to expert determination, the Expert's qualifications, any comparable rates for an expert in the relevant area of expertise, and any other relevant circumstances of the case.
5. The Expert shall maintain a detailed and accurate record of the work done and the time spent on the expert determination. Following the completion or the termination of the expert determination, a copy of such records shall be provided to the parties and the Center, together with the Expert's invoice.
6. After consulting with the parties and the Expert, the Center shall determine the final amount to be paid to the Expert, taking into consideration the hourly or daily rates and maximum rates and other factors such as the complexity of the subject matter of the dispute and of the expert determination, the total time spent by the Expert, the diligence of the Expert and the rapidity of the expert determination proceedings.
7. For the purposes of calculating the costs of the expert determination proceedings, the amount of claims expressed in currencies other than United States dollars shall be converted to amounts expressed in United States dollars on the basis of the official United Nations exchange rate prevailing on the date of payment.
8. These reduced fees apply if one or both parties is/are member(s) of EuroCham SG.

### Payment details information

1. Payments to the WIPO Center shall be made by any of the following means only:

i) Bank transfer

Payments in US\$: WIPO Account IBAN CH68 0483 5063 0397 8200 0, Credit Suisse, CH-1211 Geneva 70, Switzerland, Swift Code: CRESCHZZ80A

(When making the transfer, please indicate the purpose of the payment, including the case reference if available, and in cases subject to the WIPO Rules the names of the parties to the proceeding.)

ii) Check

Beneficiary:  
World Intellectual Property Organization (WIPO)  
Arbitration and Mediation Center  
34, chemin des Colombettes  
1211 Geneva 20  
Switzerland

(When mailing the check, please mention the paying party and the case reference.)

iii) Deduction from WIPO current account

2. Payments in cash will not be accepted.

3. All bank charges, transfer fees or other amounts that may be levied in connection with a payment made to the WIPO Center shall be the responsibility of the party making the payment.

### More Information

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