

# VIAC – Questionnaire for Arbitrators

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**2. Citizenship:** Swiss

**3. Contact information:**

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**4. Current position:**

Head of Brunner Arbitration LLC

Lecturer for commercial law and international arbitration, University of Bern

**5. Education:**

Titular professor of law, University of Bern, School of Law (since 2014)

LL.M., University of California at Berkeley, School of Law (1997)

Doctorate in law, University of Bern (1996)

Bar exam, Switzerland (1994)

**6. Practiced experience in arbitration**

- How many arbitrations have you participated in (domestic/international); under which Rules?  
110 arbitrations under the ICC Rules, Swiss Rules, VIAC Rules, DIS Rules, SCC Rules, UNCITRAL Rules and other (ad hoc) rules
- How often have you acted as Chairman?  
16
- How often have you acted as Sole Arbitrator?  
21
- How often have you acted as Co-Arbitrator?  
23
- How often have you acted as Counsel?  
36
- How often have you acted in a different function (e.g. Administrative Secretary)?  
13

**7. Publications and other activities in arbitration (e.g. training sessions, seminars, conferences, articles and others):**

**7.1 Publications** (selection; for a full list of publications see [www.brunner-arbitration.ch](http://www.brunner-arbitration.ch), Publications)

- Force Majeure and Hardship under General Contract Principles, Exemption for Nonperformance in International Arbitration, Wolters Kluwer, 2009
- Approaches to the Unforeseen before Arbitral Tribunals, in Atamer, Süzöl and Geisinger (eds.), The Unforeseen in International Construction Contracts, Istanbul International Construction Law Conferences IV (2019), Istanbul 2020, 323-341
- Introduction to the Swiss Rules; Interpreting and Supplementing the Applicable National Law and the Terms of the Contract by Reference to General Contract Principles, in Manuel Arroyo

(ed.), *Arbitration in Switzerland, The Practitioner's Guide*, Kluwer Law International, 2nd ed. 2018, 437-452 (Vol. I); 2759-2766 (Vol. II)

- The Arbitrator's Duty not to Give Decisions that Might Surprise the Parties, in Python & Peter (ed.), *L'écléctique juridique, Recueil d'articles en l'honneur de Jacques Python*, Zürich/Bern, 2011, 221-234
- Commentary on Art. 180 PILS, "Challenge of an arbitrator" (Kommentierung des Art. 180 IPRG), in Pascal Grolimund, Leander D. Loacker / Anton K. Schnyder (eds.), *Basler Kommentar, Internationales Privatrecht*, 4. Aufl., 2020 (together with Wolfgang Peter)
- Commentary on the UN Sales Law (CISG), Wolters Kluwer, 2019 (Introduction, Preamble, Article 79; Articles 2–5, 7–40, 45–101 [jointly with coauthors]; general editorship)
- Commentary on Articles 35-44 CISG, in Peter Mankowski (ed.), *Commercial Law, Article- by-Article Commentary*, Baden-Baden, 2019, 190-232 (together with Michael Schifferli)
- *Contrat de Vente soumis à la CVIM*, in Sylvain Marchand / Laurent Hirsch / Christine Chappuis (eds.), *Contrats commerciaux en droit suisse (Modèles de contrat en français et en anglais ainsi que commentaire)*, Basel 2013, 91-146; new edition 2023/2024 forthcoming)

## **7.2 Presentations by Christoph Brunner at conferences (selection)**

- 22<sup>nd</sup> CBAr International Arbitration Conference, Rio de Janeiro, Brazil, 15 September 2023, Speaker: Arbitration and renegotiation of business contracts: transnational duty? (Panel addressing the topic "Arbitration and contractual imbalance")
- 2<sup>nd</sup> Annual Litigation Conference // 6<sup>th</sup> Annual T.R.A.D.E Conference, Munich, Germany, 22 June 2023 – 24 June 2023, Speaker: Sanctions – their impact on contracts and force majeure (Panel addressing the topic "When sanctions cause disruptions")
- Gruppo ASA della Svizzera italiana (GASI), Lugano, Switzerland, 4 May 2022, Speaker: Force majeure and hardship in arbitration – current case law and developments (Force Majeure und Hardship in der Schiedsgerichtsbarkeit – aktuelle Rechtsprechung und Entwicklungen)
- Istanbul International Construction Law Conferences - IV, Istanbul, Turkey, 15 November 2019, Speaker: Approaches to the Unforeseen before Arbitral Tribunals (Panel addressing the topic "The unforeseen in International Construction Contracts")
- XI ABA/RAA Conference of the Resolution of CIS-Related Business Disputes, Moscow, Russia, 18 September 2019, Speaker: Bifurcation in international arbitration – Case illustrations and practical aspects – focus on commercial arbitration (Panel addressing the topic "Bifurcation in international arbitration")
- ASA, Basel, Switzerland, 3 September 2019, Speaker: Force majeure and hardship in arbitration – current case law and developments (Force Majeure und Hardship in der Schiedsgerichtsbarkeit – aktuelle Rechtsprechung und Entwicklungen)
- 3<sup>rd</sup> SCAI Innovation Conference, Geneva, Switzerland, 31 January 2019, Speaker: Data-based arbitrator selection: a blessing or a curse? Introduction and questions (Panel addressing the topic "The ideal arbitrator – how to make the selection")
- ICC Institute of World Business Law, Paris, France, 29 November 2018, Speaker: Rules on force majeure as illustrated in recent case law (Panel addressing the topic "Hardship and Force Majeure in International Commercial Contracts")

**8. Membership in arbitral institutions / functions in arbitral institutions/organizations:**

ICC Commission on Arbitration and ADR; ICC Swiss Commission of Arbitration; LCIA European Users' Council; German Institution of Arbitration (DIS); International Arbitration Institute (IAI), Paris; Swiss Arbitration Association (ASA); ELArb (among others)

**9. Languages**

Mother tongue: German

Working languages (i.e. languages in which you have both a spoken and written command so that you may conduct arbitral proceedings in this language): English, French

**10. In which legal systems have you trained?**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Civil Law | <input checked="" type="checkbox"/> Common Law |  |
| <input type="checkbox"/> Austrian Law         | <input type="checkbox"/> Hungarian Law         | <input checked="" type="checkbox"/> Swiss Law    |
| <input type="checkbox"/> Czech Law            | <input type="checkbox"/> Polish Law            | <input type="checkbox"/> Ukrainian Law           |
| <input type="checkbox"/> German Law           | <input type="checkbox"/> Slovakian Law         | <input checked="" type="checkbox"/> European Law |

Other \_\_\_\_\_

**11. What is your main jurisdiction of practice?**

Switzerland

**12. In which jurisdictions are you admitted to the bar?**

Switzerland

**13. Special expertise or specializations (please list a maximum of five):**

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Antitrust/Unfair competition     | <input type="checkbox"/> Damages                          | <input type="checkbox"/> Insolvency               | <input type="checkbox"/> Natural resources      |
| <input type="checkbox"/> Aviation                         | <input type="checkbox"/> Distribution                     | <input type="checkbox"/> Insurance                | <input type="checkbox"/> Power plants           |
| <input type="checkbox"/> Banking & Finance                | <input type="checkbox"/> Domain name disputes             | <input type="checkbox"/> Intellect. property (IP) | <input type="checkbox"/> Private Intern. Law    |
| <input type="checkbox"/> Capital markets                  | <input type="checkbox"/> Employment                       | <input type="checkbox"/> Investment arbitration   | <input type="checkbox"/> Public Intern. Law     |
| <input checked="" type="checkbox"/> CISG                  | <input checked="" type="checkbox"/> Energy                | <input type="checkbox"/> ISDS/Foreign inves.      | <input type="checkbox"/> Real estate            |
| <input type="checkbox"/> Civil fraud disputes             | <input type="checkbox"/> Engineering                      | <input type="checkbox"/> Joint ventures           | <input type="checkbox"/> Shipping               |
| <input type="checkbox"/> Commercial disp. / transactions  | <input type="checkbox"/> Entertainment                    | <input type="checkbox"/> Licensing                | <input type="checkbox"/> Sports                 |
| <input type="checkbox"/> Commodity market                 | <input checked="" type="checkbox"/> Healthcare & Pharmac. | <input type="checkbox"/> Life sciences            | <input type="checkbox"/> State/Public contracts |
| <input checked="" type="checkbox"/> Company/Corporate/M&A | <input type="checkbox"/> Hotel/Gastro./Tour.              | <input type="checkbox"/> Maritime arbitration     | <input type="checkbox"/> Technology             |
| <input checked="" type="checkbox"/> Construction          | <input type="checkbox"/> Inform. technology (IT)          | <input type="checkbox"/> Media                    | <input type="checkbox"/> Telecommunication      |
| <input type="checkbox"/> Contract law                     | <input type="checkbox"/> Infrastructure                   | <input type="checkbox"/> Mining                   | <input type="checkbox"/> Transport              |
| <input type="checkbox"/> Other _____                      |   |   |   |

**14. Date of birth:** 21 November 1967

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■ I have completed this questionnaire to the above to the best of my knowledge and believe they are accurate.

■ I hereby consent that the data provided in this questionnaire may be processed for the appointment of arbitrators and published by VIAC. This includes in particular publication on the website of VIAC as well as use in any presentations, etc. This consent may be withdrawn at any time by contacting VIAC at our general contacts, in particular by email addressed to [office@viac.eu](mailto:office@viac.eu). The consequence of any such withdrawal will be that my data will no longer be processed by VIAC. For further information, see our privacy statement at <http://www.viac.eu>.

6 November 2023

Date