



SWISS EXPERTS

Chambre suisse des experts judiciaires techniques et scientifiques
Schweizerische Kammer technischer und wissenschaftlicher Gerichtsexperten
Camera svizzera degli esperti giudiziari tecnici e scientifici
Swiss Chamber of Technical and Scientific Forensic Experts

CONTRACT FOR OBTAINING A PRIVATE EXPERT OPINION

between

as principal

and

Member of the Swiss Chamber of Technical and Scientific Forensic Experts
as "Expert"²

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PREAMBLE

By way of introduction, the principal states that it orders a private expert opinion on the following facts :

The privat expert opinion serves the following purpose :

THE PARTIES HEREBY AGREE :

1. SUBJECT OF THE EXPERT OPINION

The parties entrust the Expert with the task of preparing a private expert opinion and answering the following questions :

The Expert accepts this task.

The expert opinion shall be delivered on :

no later than :

¹ If the expert is a legal entity (e.g. a LLC), the name of the employee entrusted with the procedure must also be indicated.

² The masculine forms used in this document also apply to persons of the female sex.

2. EFFECT OF THE EXPERT OPINION

The parties are aware that private expert opinions do not have the quality of evidence. Legally, it only has the meaning of a party claim.

3. PROCEDURE

The principal shall ensure that the Expert is provided with all documents necessary for the performance of the expert opinion and that the subject of the expert opinion is accessible without restriction.

The Expert is required not to make objectively incorrect statements and not to disregard the state of the art in science and technology. He shall be subject to a comprehensive duty of confidentiality with regard to the expert opinion, documents and information which have come to his knowledge in the course of the performance of this contract. The duty of confidentiality shall continue to exist beyond the duration of the contract.

The Expert submits a draft of the expert opinion to the principal and sets a reasonable deadline for the principal to comment. Afterwards the Expert prepares his final expert opinion.

The parties may, upon reasoned request and within 10 days of receipt of the final expert opinion, ask the Expert to answer supplementary questions. As a general rule, this supplement is to be remunerated with a fee supplement.

4. FEES

The Expert's services are remunerated at the following hourly rate (excl. VAT):

Expert :	CHF
Assistant :	CHF
Secretarial staff :	CHF
Auxiliary personnel :	CHF

The estimated total cost for the expert opinion is estimated at the amount of CHF _____ (excl. VAT).

The principal shall make an advance payment to the Expert depending on the status of the expert proceedings. The Expert determines the amount of the advance so that all his services are covered.

5. APPLICABLE LAW AND JURISDICTION

The present contract is subject to Swiss law.
Place of jurisdiction is the residence of the Expert.

Created in _____, on _____, in _____ original copies.

Signatures :