Survey response	
Please indicate: [State:]	Germany
Please indicate: [Region:]	Bavaria
Please indicate: [Affiliation:]	Siemens AG
Please indicate your profession:	Company/business lawyer
Do you have practical expertise in cross-border civil or commercial litigation:	Yes
Press "Next" to continue	
1.1 What are your views on the scope of the Draft Text?	no further comment
1.2 Does the subject matter scope of the Draft Text cover those matters for which rules on parallel proceedings and related actions would be beneficial?	no further comment
1.3 What are your views on the subject matter exclusions in particular, and how they would work in practice? For example, what are your views on the formulation of the arbitration exclusion in Article 2(3)?	To be considered that parties to an arbitration agreement may file claims before national courts in breach of arbitration agreements. How will this be resolved? Exclusive choice of court agreements should always be upheld by the court. Otherwise, parties may contravene contractual agreements by filing before national courts. Interim measures for protection should be further considered. Also consider to exclude disputes over sanctions; it may be the case that you have contradicting outcome of proceedings in different states if one state follows sanctions and the other state does not.
1.4 What are your views on the geographical scope of the Draft Text and how it would work in practice? (See paragraph 16 for further information).	no further comment.
2. What are your views on the definitions of parallel proceedings and related actions? In particular, please share your views on how these definitions might operate, and be applied by parties and courts, in practice.	no further comment
3. What are your views on Article 4?	no further comment
4. What are your views on Article 5?	no further comment
5. What are your views on Articles 6 – 8 including how they will work in practice?	re Art. 6: to be considered that priority should only be given for the claims limited to rights in rem. This is to avoid that a party to an exclusive jurisdiction clause may opt out of the choice of law clause by filing claim related to rights in rem plus additional contractual questions. re Art: 7 Exclusive jurisdiction agreements should be upheld by the courts in any way. The wording in Art. 7. should make this very clear.

	Exclusive and non-exclusive jurisdiction agreements to be considered in detail plus questions of injunctive relief.
6.1 What are your views on the 'jurisdiction / connection' list in Article 8(2)?	
6.2 Based on your experience, do you consider these factors appropriate for parallel proceedings i.e. for obliging courts to suspend or dismiss proceedings if they are not seised on the basis of one of these? Why or why not?	
6.3 Are there any additional factors that you believe should be included?	
7.1 What are your views on the approaches proposed in Article 9 for determining which court should adjudicate the dispute in cases of parallel proceedings which Articles 6 – 8 have not resolved?	
7.2 What are your views on how the two approaches may work in practice?	
7.3 Do you have a preference for either approach? If so, please explain why.	
8.1 What are your views on the factors listed in Article 10 for determining the more appropriate court in cases of parallel proceedings subject to Article 9 (i.e. that are not resolved by Articles 6 – 8)?	
8.2 Do you have any views on how Article 10 might work in practice?	
8.3 Are there additional considerations that, in your view, should be taken into account?	
9. Do you have an overall view on the effectiveness of the framework developed in the Draft Text for dealing with parallel proceedings in an international context? Please explain any advantages and / or disadvantages of the framework, and how you think it will work in practice.	The framework is not yet clear. The party's decision on jurisdiction clauses should be upheld. A cautious approach should be taken to have only a single court deciding over the case if there is a dispute between the parties which court is responsible to hear and decide over the disputes. National courts may take a very national view on the matter. Partial consolidation may be considered.
10. Do you have a view on the effectiveness of the framework developed in the Draft Text for dealing with related actions in an international context? Please explain any advantages or disadvantages of the framework, and how you think it will work in practice.	

11.1 What are your views on the practical operation (or the effectiveness) of the communication methods set out in Chapter IV of the draft text for use between courts seised, in cases involving parallel proceedings and related actions?	
11.2 Are there particular advantages and challenges you foresee in applying these methods?	
12. What are your views on the three safeguards provided in the Draft Text (Articles 19-21), particularly as to how they will operate in practice?	
13.1 Would the rules set out in the Draft Text achieve the objectives of a future instrument? The objective of a future instrument is to enhance legal certainty, predictability and access to justice by reducing litigation costs, and to mitigate inconsistent judgments in transnational litigation in civil or commercial matters.	
13.2 Do you have any views on whether the proposed rules set out in the Draft Text would improve the status quo?	
13.3 Do you consider there are any risks of tactical or satellite litigation arising from any of the provisions, or the overall approach of the Draft Text? Are these risks greater or fewer than those that currently exist? Are there any ways that such risks could be addressed in the Draft Text?	
14. What other comments, if any, do you have?	For companies aiming to agree on exclusive jurisdiction or arbitration clauses, it is of vital importance that the national courts will respect the parties' agreement at time of contract conclusion. There is a risk that - at a later stage - a party may breach the jurisdiction clause and file claims before national courts. If this risk is not adequately reflected and clearly adressed, the convention may not serve the purpose and may be misused to give a national party an advantage.