MICKEL TECH · FIELD GUIDE 03

Expert Intake
Working with Counsel

How to engage a Parteigutachter, a Werkvertrags-Gutachter, or an AI / tech due-diligence expert, what counsel needs to send, what gets delivered, what it costs.

FOR

Litigation counsel, in-house counsel, arbitration teams

FROM

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LISTING

ITDR (Institution for IT and Data Dispute Resolution)

LANGUAGES

DE / EN · CH, DE, AT, EU

A short intake reference for counsel.

This guide describes how to engage me as a technical expert, what each role type covers, what counsel needs to send for an efficient intake, and how the working relationship is structured.

Twenty years of building production software in regulated environments. Listed Technical Expert at the Institution for IT and Data Dispute Resolution (ITDR). Engaged by counsel as Parteigutachter, by procurement parties as Werkvertrags-Gutachter, and by investors and boards for AI / technology due diligence. Bilingual (DE / EN) practice, primarily Switzerland and Germany, occasionally further afield by arrangement.

On role terminology

The mandate types I take are Parteigutachter (instructed by one party's counsel) and Werkvertrags-Gutachter (jointly named by both contracting parties as the acceptance expert). I am ITDR-listed and available for court or arbitral appointment via that route.

Three legally distinct engagement shapes.

The legal posture differs across the three role types, and the deliverable, fee structure and working norms follow from that. Pick the one closest to your matter, or write in unsure and we will scope the right shape on the intake call.

I Parteigutachten

Independent technical opinion, instructed by counsel.

When used: Civil litigation, commercial court matters, international arbitration.

When you need a defensible technical opinion that supports a specific legal theory while remaining honest enough to survive cross-examination. Independent in methodology, instructed by one party.

II Werkvertrags-Gutachten

Independent acceptance expert, named by both parties.

When used: Software procurement and works contracts where parties contractually designate an independent expert to assess delivery against specification. Quasi-arbitral function.

Both sides rely on the opinion. Methodology is committed in writing before delivery is reviewed. Pre-engagement Prüfschema developed transparently from the contract annexes.

III AI / technology due diligence

Independent technical assessment for capital decisions.

When used: M&A buy-side or sell-side, primary investments, board-level risk reviews, post-acquisition value-creation diagnosis.

When the technical claim materially shifts valuation, integration cost or post-deal plan. Maturity scoring across architecture, team, ops, security, AI exposure, paired with a verification matrix against vendor representations.

What you receive at the close of each role.

ROLE	DELIVERABLE	FEE STRUCTURE
Parteigutachten	Written Gutachten (typically 30-80 pages, structured per Swiss / German convention: Auftrag, Methodik, Sachverhalt, Befunde, Würdigung, Kernbefunde). Filed under your firm cover. Oral readiness for hearings included.	Time-and-materials at CHF day or hourly rates. Cap agreed up front.
Werkvertrags-Gutachten	Pre-engagement Prüfschema (test schema). Structured Abnahmeprüfung against the contractually defined criteria. Written Gutachten with Bewertungsmatrix. Optional Nachprüfung after Nachbesserungen.	Pauschal fixed fee, split between procurer and supplier. Hearings only if requested.
AI / technology due diligence	Maturity scorecard (5 pillars). Verification matrix against vendor claims (typical 30-40 lines). IC-ready value-creation thesis or risk register. Working annex with evidence cross-references.	Fixed-fee, 3-10 working days depending on scope. Often <1 week turnaround on follow-up DDs once a relationship is established.

Specific numbers

Rate cards and fee bands are shared on the intake call once the matter shape, jurisdiction and timeline are clear. A rough indication: Parteigutachten engagements typically run from CHF mid-five-figure to mid-six-figure depending on complexity; Werkvertrags-Gutachten Pauschal fees commonly sit in the low-to-mid five-figure range and are split between parties; AI / tech DD engagements are fixed-fee in the mid five-figure range for a typical IC-grade scope, with follow-up DDs faster and cheaper once the working relationship is established.

What to send for an efficient first call.

Eight items, ideally in one short email or via the secure intake form on mickel.tech/expert. The more of these are in place, the faster the engagement letter follows.

01 **Matter type**

Parteigutachten, Werkvertrags-Gutachten, AI / tech due diligence, or unsure.

02 **Jurisdiction**

Switzerland (cantonal + federal), Germany, Austria, EU. International arbitration if relevant.

03 **Procedural posture**

Litigation under way, pre-litigation, contract negotiation, arbitration, board-level review, deal due diligence.

04 **Deadline**

Hard procedural deadlines (Eingabe, Verhandlung, IC date), soft internal deadlines, "as soon as possible".

05 **Subject matter**

One-paragraph technical summary. What was built, by whom, against what specification, what the dispute or question is about.

06 **Conflict declaration**

Parties involved (named or anonymised), counterparty counsel, adverse parties, key witnesses where known.

07 **Material to be reviewed**

Contracts and annexes, source code repositories, infrastructure access, prior expert reports, party correspondence, witness statements.

08 **Languages**

Working language for the engagement (DE / EN). Filing language. Hearing language.

A short, structured declaration before any review begins.

A conflict declaration is the first item exchanged on every intake. The structure below covers the standard ground; the intake form on mickel.tech/expert collects the same information.

Parties

- **Instructing counsel** (firm, instructing partner, named contact for the engagement).
- **Client** (entity, represented by, role in the matter).
- **Counterparty** (entity name, counterparty counsel where known).
- **Adverse parties** (other entities materially adverse, co-defendants, intervenors, regulators where relevant).
- **Key fact witnesses** (where already known and relevant, e.g. former CTO at the supplier, key contractor individuals).

Procedural posture

- Court / tribunal / arbitral institution.
- Case reference where in litigation.
- Stage (pre-action, pleadings, evidence, hearing, post-hearing).
- Hard deadlines.

My side

On receipt I run the declaration against my active engagements and the documented prior-mandates list. If a conflict exists I decline and explain. If the engagement is clear I confirm by reply within 48 hours and we proceed to NDA + engagement letter.

How a Gutachten gets produced.

A defensible Gutachten is built from facts on the record, traced back to artefacts that survive cross-examination. The methodology below is the same shape across Parteigutachten and Werkvertrags-Gutachten engagements; the question catalogue and depth differ.

Auftrag clarification. First-call agreement on the questions the Gutachten must answer. Iterative refinement of the Fragenkatalog with counsel until the technical narrative is airtight.

Sachverhalt assembly. Source repositories, live infrastructure, contract artefacts, party correspondence and prior expert reports collected, indexed and cross-referenced. Each finding traceable back to a specific artefact.

Forensic technical analysis. Code review against specification. Infrastructure forensics where relevant. Soll-Ist comparison of the contract against what was actually delivered. Provenance and authorship analysis where authorship is in dispute.

Würdigung. Findings filtered against the applicable technical and methodological standards. Each finding placed in the framework of the question it addresses. The Würdigung is where the technical narrative becomes a defensible legal-technical position.

Kernbefunde + Gutachten draft. Top findings distilled into a Kernbefunde block at the front. Full Gutachten drafted in the Swiss / German convention structure: Auftrag, Methodik, Sachverhalt, Befunde, Würdigung, Kernbefunde.

Counsel review and refinement. Two iteration cycles standard. Counsel checks legal posture, accuracy and tone. Technical content is mine; legal framing is collaborative.

Filing. Gutachten signed and filed under your firm cover or my own depending on procedural requirement. Oral readiness for hearings included as standard.

Where my technical depth holds up under examination.

Seven areas where I take matters confidently. For matters outside these, I say so on the first call and where useful refer to other ITDR-listed experts or specialist co-experts.

AREA	WHAT I COVER
Healthcare & clinical software	Clinical information systems, regulated medical software, hospital deployments, data residency, multi-disciplinary teams. Multi-year operational experience inside the largest CIS in Switzerland.
Financial services	Payment platforms, regtech, AML / fraud automation, fintech AI features. Production AI in regulated environments. Risk-aware vendor and architecture review.
Legal tech, IP & code forensics	CLM, document review automation. Founded an AI-native CLM platform. Open-source license compliance, code-derivation analysis, copyright assessment for software disputes.
Public sector & procurement	Software acceptance for cantonal and federal contracts, low-code platform delivery, ERP modernisations. Werkvertrags-Gutachten experience for joint procurer / supplier mandates.
AI safety & frontier-model risk	OpenAI Red Team Network alumnus. AI policy and abuse-resilience review, model-card analysis, safety governance for portfolios deploying frontier models.
Sovereign + private AI	Production experience deploying on-prem and VPC inference for regulated workflows. Custom-trained local NER, fine-tuned small language models, audit and provenance by default.
Mid-market software, PE-backed	AI maturity assessments, agentic SDLC introduction, post-acquisition value-creation diagnosis. Daily exposure to portfolio software companies across DACH.

Six commitments before any case material is shared.

1 **Default NDA before any case material is shared.**

Standard mutual NDA template available; happy to use yours.

2 **Source code reviewed only in environments under your or your client's control.**

No client material on third-party AI services without written consent.

3 **Working notes destroyed at engagement close.**

Except where professional retention rules require otherwise.

4 **Documented prior-mandates list.**

Maintained for at least seven years. Conflict checks run against active engagements and the prior-mandates list before every intake.

5 **Conflict-clean on opposing-party engagements.**

Opposing-party engagements are declined where any reasonable conflict exists from a prior mandate.

6 **Filing under your firm cover.**

Gutachten cover page, signature block and formal letterhead per your firm convention.

Yes. And prepared for it.

Oral readiness for the Gutachten is part of the engagement. Cross-examination is the test of whether the technical narrative holds up; it should not be a surprise to either side.

Where I appear

- Civil and commercial courts in Switzerland and Germany.
- International arbitration sessions in DE or EN.
- Steering committees for ongoing programme matters.
- Occasionally further afield by arrangement (Austria, EU jurisdictions; further afield case-by-case).

Preparation cadence

- Two-week mock cross-examination on the Gutachten with counsel before any in-person hearing.
- Confirmation of the question scope and adverse arguments counsel has anticipated.
- Walk-through of any new material that has emerged since the Gutachten was filed.

A note on cross-language matters

Bilingual practice (DE / EN). Hearing in either working language. If the Gutachten was filed in one language and the hearing is in the other, translation of the Gutachten is arranged in advance, both versions checked for technical accuracy by me before the hearing.

What you can expect, on what cadence.

STAGE	TYPICAL TIME FROM INTAKE	WHAT HAPPENS
Confidential first call	Within 48 hours	30 minutes. Matter shape, conflicts, fit.
Conflict clearance	Same week	Run against active engagements + prior-mandates list.
NDA + engagement letter	Within 5 working days	Standard mutual NDA; engagement letter per matter shape.
Material review begins	On NDA execution	Repository access, contract artefacts, prior reports.
Question catalogue refined	Week 1-2	Iterative with counsel until airtight.
Draft Gutachten to counsel	Per engagement scope	Two iteration cycles standard. Technical content mine; legal framing collaborative.
Filing	Per procedural deadline	Under your firm cover or my own.
Hearing readiness	Two weeks pre-hearing	Mock cross-examination with counsel.

Accelerated matters

Matters with hard procedural deadlines can start the same week, subject to conflict clearance. The bottleneck is rarely on my side, it is usually access to the underlying material. The faster repositories and contract artefacts are made available, the faster the Gutachten lands.

Honest fits and honest declines.

A defensible Gutachten depends on the underlying expert taking the matter only where it actually fits. The clearest way to protect your matter is for me to decline cleanly when it does not.

I will decline if

The technical subject matter is outside my domain. I will say so on the first call and where useful refer to other ITDR-listed experts or specialist co-experts. Better to lose the engagement than to file a weak Gutachten under my name.

A conflict exists from a prior or active engagement. Conflict checks run against my prior-mandates list (maintained seven years) before every intake; opposing-party work declined where any reasonable conflict exists.

The required position is technically indefensible. A Gutachten is not advocacy. If the facts do not support the legal theory you need to advance, the right move is for counsel to know early, not to learn it under cross-examination.

The deadline is incompatible with the material. Some matters cannot honestly be done in the time available given the volume and complexity of the evidence. Accelerated work is possible, but speed is not a substitute for sufficient review depth.

Where I bring in co-experts

For matters that span beyond my own domains, specialised hardware forensics, particular regulatory regimes, narrow algorithmic specialities, I can act as primary technical expert with named co-experts in narrower areas. Counsel retains a single point of contact; the technical chain remains coherent.

Two ways to start.

Confidential intake form at mickel.tech/expert. Captures the eight-item intake pack and runs the conflict declaration in one form. Reply within 48 hours.

Direct email to gordon@mickel.tech with "Expert intake -- <matter type>" in the subject. Reply within 48 hours.

Court and arbitral appointments are routed through the Institution for IT and Data Dispute Resolution (itdr.ch).

ENGAGE

Confidential intake. Conflict declaration. Reply within 48 hours.

Default NDA before any case material is shared. Source code reviewed only in environments under your or your client's control. Working notes destroyed on engagement close, except as required by professional retention rules.

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