

ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE
SIAC RULES (4TH EDITION, 1 JULY 2010)

1. Scope of Application and Interpretation

1.1 Where parties have agreed to refer their disputes to the SIAC for arbitration, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules. If any of these Rules is in conflict with a mandatory provision of the applicable law of the arbitration from which the parties cannot derogate, that provision shall prevail.

1.2 These Rules shall come into force on 1 July 2010 and unless the parties have agreed otherwise, shall apply to any arbitration which is commenced on or after that date.

1.3 In these Rules –

“Award” means any decision of the Tribunal on the substance of the dispute and includes a partial or final award or an award by an Emergency Arbitrator pursuant to Schedule 1;

“Board” means the Board of Directors of the Centre;

“Centre” means the Singapore International Arbitration Centre, a company incorporated under the Companies Act of the Republic of Singapore as a company limited by guarantee;

“Chairman” means the Chairman of the Centre and includes the Deputy Chairman and the Chief Executive Officer;

“Committee of the Board” means a committee consisting of not less than two Board members appointed by the Chairman (which may include the Chairman);

“Registrar” means the Registrar of the Centre and includes any Deputy Registrar;

“Tribunal” includes a sole arbitrator or all the arbitrators where more than one is appointed;

Any pronoun shall be understood to be gender-neutral; and

Any singular noun shall be understood to refer to the plural in the appropriate circumstances.

2. Notice, Calculation of Periods of Time

- 2.1 For the purposes of these Rules, any notice, communication or proposal, shall be in writing. Any such written communication may be delivered or sent by registered postal or courier service or transmitted by any form of electronic communication (including electronic mail and facsimile) or delivered by any other means that provides an independent record of its delivery. It is deemed to have been received if it is delivered (i) to the addressee personally, (ii) to his habitual residence, place of business or designated address, (iii) to any address agreed by the parties, (iv) according to the practice of the parties in prior dealings, or (v) if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business.
- 2.2 The notice, communication, or proposal is deemed to have been received on the day it is delivered.
- 2.3 For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is received. If the last day of such period is not a business day at the place of receipt pursuant to Rule 2.1, the period is extended until the first business day which follows. Non-business days occurring during the running of the period of time are included in calculating the period.
- 2.4 The parties shall file with the Registrar a copy of any notice, communication or proposal concerning the arbitral proceedings.

3. Notice of Arbitration

- 3.1 A party wishing to commence an arbitration (the "Claimant") shall file with the Registrar a Notice of Arbitration which shall comprise:
- a. a demand that the dispute be referred to arbitration;
 - b. the names, addresses, telephone number(s), facsimile number(s) and electronic mail address(es), if known, of the parties to the arbitration and their representatives, if any;
 - c. a reference to the arbitration clause or the separate arbitration agreement that is invoked and a copy of it;
 - d. a reference to the contract out of or in relation to which the dispute arises and where possible, a copy of it;
 - e. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;

- f. a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;
 - g. a proposal for the number of arbitrator(s) if this is not specified in the arbitration agreement;
 - h. unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
 - i. any comment as to the applicable rules of law;
 - j. any comment as to the language of the arbitration; and
 - k. payment of the requisite filing fee.
- 3.2 The Notice of Arbitration may also include the Statement of Claim referred to in Rule 17.2.
- 3.3 The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed the date of commencement of the arbitration. For the avoidance of doubt, the Notice of Arbitration is deemed to be complete when all the requirements of Rule 3.1 are fulfilled. The Centre shall notify the parties on the commencement of arbitration.
- 3.4 The Claimant shall at the same time send a copy of the Notice of Arbitration to the Respondent, and it shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

4. Response to the Notice of Arbitration

- 4.1 The Respondent shall send to the Claimant a Response within 14 days of receipt of the Notice of Arbitration. The Response shall contain:
- a. a confirmation or denial of all or part of the claims;
 - b. a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;
 - c. any comment in response to any statements contained in the Notice of Arbitration under Rules 3.1(f), (g), (h), (i) and (j) or any comment with respect to the matters covered in such rules; and
 - d. unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators

or, if the arbitration agreement provides for a sole arbitrator, agreement with Claimant's proposal for a sole arbitrator or a counter-proposal.

- 4.2 The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rules 17.3 and 17.4.
- 4.3 The Respondent shall at the same time send a copy of the Response to the Registrar, together with the payment of the requisite filing fee for any counterclaim, and shall notify the Registrar of the mode of service of the Response employed and the date of service.

5. Expedited Procedure

- 5.1 Prior to the full constitution of the Tribunal, a party may apply to the Centre in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule where any of the following criteria is satisfied:
- a. the amount in dispute does not exceed the equivalent amount of S\$5,000,000, representing the aggregate of the claim, counterclaim and any setoff defence;
 - b. the parties so agree; or
 - c. in cases of exceptional urgency.
- 5.2 When a party has applied to the Centre under Rule 5.1, and when the Chairman determines, after considering the views of the parties, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:
- a. The Registrar may shorten any time limits under these Rules;
 - b. The case shall be referred to a sole arbitrator, unless the Chairman determines otherwise;
 - c. Unless the parties agree that the dispute shall be decided on the basis of documentary evidence only, the Tribunal shall hold a hearing for the examination of all witnesses and expert witnesses as well as for any argument;
 - d. The award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time; and
 - e. The Tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given.

6. Number and Appointment of Arbitrators

- 6.1 A sole arbitrator shall be appointed unless the parties have agreed otherwise or unless it appears to the Registrar, giving due regard to any proposals by the parties, the complexity, the quantum involved or other relevant circumstances of the dispute, that the dispute warrants the appointment of three arbitrators.
- 6.2 If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including the arbitrators already appointed, that agreement shall be treated as an agreement to nominate an arbitrator under these Rules.
- 6.3 In all cases, the arbitrators nominated by the parties, or by any third person including the arbitrators already appointed, shall be subject to appointment by the Chairman in his discretion.
- 6.4 The Chairman shall appoint an arbitrator as soon as practicable. Any decision by the Chairman to appoint an arbitrator under these Rules shall be final and not subject to appeal.
- 6.5 The Chairman is entitled in his discretion to appoint any nominee whose appointment has already been suggested or proposed by any party.
- 6.6 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and Practice Notes for the time being in force, or in accordance with the agreement of the parties.

7. Sole Arbitrator

- 7.1 If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, Rule 6.3 shall apply.
- 7.2 If within 21 days after receipt by the Registrar of the Notice of Arbitration, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the Chairman shall make the appointment as soon as practicable.

8. Three Arbitrators

- 8.1 If three arbitrators are to be appointed, each party shall nominate one arbitrator.

- 8.2 If a party fails to make a nomination within 14 days after receipt of a party's nomination of an arbitrator, or in the manner otherwise agreed by the parties, the Chairman shall proceed to appoint the arbitrator on its behalf.
- 8.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the time limit fixed by the parties or by the Centre, the third arbitrator, who shall act as the presiding arbitrator, shall be appointed by the Chairman.

9. Multi-party Appointment of Arbitrator(s)

- 9.1 Where there are more than two parties in the arbitration, and three arbitrators are to be appointed, the Claimant shall jointly nominate one arbitrator and the Respondent shall jointly nominate one arbitrator. In the absence of both such joint nominations having been made within 28 days of the filing of the Notice of Arbitration or within the period agreed by the parties, the Chairman shall appoint all three arbitrators and shall designate one of them to act as the presiding arbitrator.
- 9.2 Where there are more than two parties in the arbitration, and one arbitrator is to be appointed, all parties are to agree on an arbitrator. In the absence of such a joint nomination having been made within 28 days of the filing of the Notice of Arbitration or within the period agreed by the parties, the Chairman shall appoint the arbitrator.

10. Qualifications of Arbitrators

- 10.1 Any arbitrator, whether or not nominated by the parties, conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.
- 10.2 In making an appointment under these Rules, the Chairman shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator.
- 10.3 The Chairman shall also consider whether the arbitrator has sufficient availability to determine the case in a prompt and efficient manner appropriate to the nature of the arbitration.
- 10.4 An arbitrator shall disclose to the parties and to the Registrar any circumstance that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before appointment by the Chairman.

- 10.5 An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstance of a similar nature that may arise during the arbitration.
- 10.6 If the parties have agreed on any qualifications required of an arbitrator, the arbitrator shall be deemed to meet such qualifications unless a party states that the arbitrator is not so qualified within 14 days after receipt by that party of the notification of the nomination of the arbitrator. In the event of such a challenge, the procedure for challenge and replacement of an arbitrator in Rules 11 to 14 shall apply.
- 10.7 No party or anyone acting on its behalf shall have any ex parte communication relating to the case with any arbitrator or with any candidate for appointment as party-nominated arbitrator, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability or independence in relation to the parties, or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection. No party or anyone acting on its behalf shall have any ex parte communication relating to the case with any candidate for presiding arbitrator.

11. Challenge of Arbitrators

- 11.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.
- 11.2 A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after the appointment has been made.

12. Notice of Challenge

- 12.1 A party who intends to challenge an arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the arbitrator who is being challenged or, except as provided in Rule 10.6, within 14 days after the circumstances mentioned in Rule 11.1 or 11.2 became known to that party.
- 12.2 The notice of challenge shall be filed with the Registrar and shall be sent simultaneously to the other party, the arbitrator who is being challenged and the other members of the Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge. The Registrar may order a suspension of the arbitration until the challenge is resolved.

- 12.3 When an arbitrator is challenged by one party, the other party may agree to the challenge. The challenged arbitrator may also withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
- 12.4 In instances referred to in Rule 12.3, the procedure provided in Rule 6 and Rules 7, 8 or 9, as the case may be, shall be used for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator, a party had failed to exercise his right to nominate. The time-limit provided in those Rules shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator's withdrawal.

13. Decision on Challenge

- 13.1 If, within 7 days of receipt of the notice of challenge, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily, a Committee of the Board shall decide on the challenge.
- 13.2 If the Committee of the Board sustains the challenge, a substitute arbitrator shall be appointed in accordance with the procedure provided in Rule 6 and Rules 7, 8 or 9, as the case may be, even if during the process of appointing the challenged arbitrator, a party had failed to exercise his right to nominate. The time-limit provided in those Rules shall commence from the date of the Registrar's notification to the parties of the decision by the Committee of the Board.
- 13.3 If the Committee of the Board denies the challenge, the arbitrator shall continue with the arbitration unless the Registrar ordered the suspension of the arbitration pursuant to Rule 12.2. Pending the determination of the challenge by the Committee of the Board, the challenged arbitrator shall be entitled to proceed in the arbitration.
- 13.4 The Committee of the Board may fix the costs of the challenge and may direct by whom and how such costs should be borne.
- 13.5 The Committee of the Board's decision made under this Rule shall be final and not subject to appeal.

14. Replacement of an Arbitrator

- 14.1 In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.

14.2 In the event that an arbitrator refuses or fails to act or in the event of a *de jure* or *de facto* impossibility of him performing his functions or that he is not fulfilling his functions in accordance with the Rules or within prescribed time limits, the procedure for challenge and replacement of an arbitrator provided in Rules 11 to 13 and 14.1 shall apply.

14.3 After consulting with the parties, the Chairman may in his discretion remove an arbitrator who refuses or fails to act, or in the event of a *de jure* or *de facto* impossibility of him performing his functions, or if he is not fulfilling his functions in accordance with the Rules or within the prescribed time limits.

15. Repetition of Hearings in the Event of Replacement of an Arbitrator

If under Rules 12 to 14 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated unless otherwise agreed by the parties. If any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal after consulting with the parties. If the Tribunal has issued an interim or partial award, any hearings related solely to that award shall not be repeated, and the award shall remain in effect.

16. Conduct of the Proceedings

16.1 The Tribunal shall conduct the arbitration in such manner as it considers appropriate, after consulting with the parties, to ensure the fair, expeditious, economical and final determination of the dispute.

16.2 The Tribunal shall determine the relevance, materiality and admissibility of all evidence. Evidence need not be admissible in law.

16.3 As soon as practicable after the appointment of all arbitrators, the Tribunal shall conduct a preliminary meeting with the parties, in person or by any other means, to discuss the procedures that will be most appropriate and efficient for the case.

16.4 The Tribunal may in its discretion direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

16.5 A presiding arbitrator may make procedural rulings alone, subject to revision by the Tribunal.

16.6 All statements, documents or other information supplied to the Tribunal and the Registrar by one party shall simultaneously be communicated to the other party.

17. Submissions by the Parties

- 17.1 Unless the Tribunal determines otherwise, the submission of written statements shall proceed as set out in this Rule.
- 17.2 Unless already submitted pursuant to Rule 3.2, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim setting out in full detail
- (a) a statement of facts supporting the claim;
 - (b) the legal grounds or arguments supporting the claim; and
 - (c) the relief claimed together with the amount of all quantifiable claims.
- 17.3 Unless already submitted pursuant to Rule 4.2, the Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant a Statement of Defence setting out its full defence to the Statement of Claim, including without limitation, the facts and contentions of law on which it relies. The Statement of Defence shall also state any counterclaim, which shall comply with the requirements of Rule 17.2.
- 17.4 If a counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent a Statement of Defence to the Counterclaim stating in full detail which of the facts and contentions of law in the Statement of Counterclaim it admits or denies, on what grounds it denies the claims or contentions, and on what other facts and contentions of law it relies.
- 17.5 A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.
- 17.6 The Tribunal shall decide which further submissions shall be required from the parties or may be presented by them. The Tribunal shall fix the periods of time for communicating such submissions.
- 17.7 All submissions referred to in this Rule shall be accompanied by copies of all supporting documents which have not previously been submitted by any party.
- 17.8 If the Claimant fails within the time specified to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate.

- 17.9 If the Respondent fails to submit a Statement of Defence, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration.

18. Seat of Arbitration

- 18.1 The parties may agree on the seat of arbitration. Failing such an agreement, the seat of arbitration shall be Singapore, unless the Tribunal determines, having regard to all the circumstances of the case, that another seat is more appropriate.
- 18.2 The Tribunal may hold hearings and meetings by any means it considers expedient or appropriate and at any location it considers convenient or appropriate.

19. Language of Arbitration

- 19.1 Unless the parties have agreed otherwise, the Tribunal shall determine the language to be used in the proceedings.
- 19.2 If a document is written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been established, the Registrar, may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

20. Party Representatives

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Registrar or the Tribunal may require.

21. Hearings

- 21.1 Unless the parties have agreed on documents-only arbitration, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including without limitation any issue as to jurisdiction.
- 21.2 The Tribunal shall fix the date, time and place of any meeting or hearing and shall give the parties reasonable notice.
- 21.3 If any party to the proceedings fails to appear at a hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the award based on the submissions and evidence before it.

21.4 Unless the parties agree otherwise, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used shall remain confidential.

22. Witnesses

22.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses, including expert witnesses, whom it intends to produce, the subject matter of their testimony and its relevance to the issues.

22.2 The Tribunal has discretion to allow, refuse or limit the appearance of witnesses.

22.3 Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal shall determine.

22.4 The Tribunal may direct the testimony of witnesses to be presented in written form, either as signed statements or sworn affidavits or any other form of recording. Subject to Rule 22.2, any party may request that such a witness should attend for oral examination. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, disregard it or exclude it altogether.

22.5 Subject to the mandatory provisions of any applicable law, it shall be proper for any party or its representatives to interview any witness or potential witness prior to his appearance at any hearing.

23. Tribunal-Appointed Experts

23.1 Unless the parties have agreed otherwise, the Tribunal:

- a. may following consultation with the parties, appoint an expert to report on specific issues; and
- b. may require a party to give such expert any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.

23.2 Any expert so appointed shall submit a report in writing to the Tribunal. Upon receipt of such a written report, the Tribunal shall deliver a copy of the report to the parties and invite the parties to submit written comments on the report.

23.3 Unless the parties have agreed otherwise, if the Tribunal considers it necessary, any such expert shall, after delivery of his written report, participate in a hearing. At the hearing, the parties shall have the opportunity to question him.

24. Additional Powers of the Tribunal

In addition to the powers specified in these Rules and not in derogation of the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

- a. order the correction of any contract, but only to the extent required to rectify any mistake which it determines to have been made by all the parties to that contract. This is subject to the condition that the proper law of the contract allows rectification of such contract;
- b. upon the application of a party, allow one or more third parties to be joined in the arbitration, provided that such person is a party to the arbitration agreement, with the written consent of such third party, and thereafter make a single final award or separate awards in respect of all parties;
- c. except as provided in Rules 28.2 and 29.4, extend or abbreviate any time limits provided by these Rules or by its directions;
- d. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- e. order the parties to make any property or item available, for inspection in the parties' presence, by the Tribunal or any expert;
- f. order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject-matter of the dispute;
- g. order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of any document in their possession or control which the Tribunal considers relevant to the case and material to its outcome;
- h. issue an award for unpaid costs of arbitration;
- i. direct any party to give evidence by affidavit or in any other form;
- j. direct any party to ensure that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party;
- k. order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;
- l. order any party to provide security for all or part of any amount in dispute in the arbitration;

- m. proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules, or with the Tribunal's orders or directions or any partial award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate;
- n. determine the law applicable to the arbitral proceedings; and
- o. determine any claim of legal or other applicable privilege.

25. Jurisdiction of the Tribunal

- 25.1 If a party objects to the existence, validity or scope of the arbitration agreement or to the jurisdiction of the Centre over a claim or counterclaim or a claim relied on for the purpose of a set-off before the Tribunal is appointed, a Committee of the Board shall decide, without prejudice to the admissibility or merits of a claim or claims, if it is *prima facie* satisfied that an arbitration agreement under the Rules may exist. The arbitral proceedings shall be terminated if the Committee of the Board is not so satisfied.
- 25.2 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration agreement.
- 25.3 A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence or in a Statement of Defence to a Counterclaim. A plea that the Tribunal is exceeding the scope of its jurisdiction shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its jurisdiction. In either case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the nomination of, an arbitrator.
- 25.4 The Tribunal may rule on a plea referred to in Rule 25.3 either as a preliminary question or in an award on the merits.
- 25.5 A party may rely on a claim or defence for the purpose of a set-off to the extent permitted by the applicable law.

26. Interim and Emergency Relief

- 26.1 The Tribunal may, at the request of a party, issue an order or an award granting an injunction or any other interim relief it deems appropriate. The Tribunal may

order the party requesting interim relief to provide appropriate security in connection with the relief sought.

- 26.2 A party in need of emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth in Schedule 1.
- 26.3 A request for interim relief made by a party to a judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules.

27. Applicable law, *amiable compositeur*

- 27.1 The Tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law which it determines to be appropriate.
- 27.2 The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised the Tribunal to do so.
- 27.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

28. The Award

- 28.1 The Tribunal shall, after consulting with the parties, declare the proceedings closed if it is satisfied that the parties have no further relevant and material evidence to produce or submission to make. The Tribunal may, on its own motion or upon application of a party but before any award is made, reopen the proceedings.
- 28.2 Before issuing any award, the Tribunal shall submit it in draft form to the Registrar. Unless the Registrar extends time or the parties agree otherwise, the Tribunal shall submit the draft award to the Registrar within 45 days from the date on which the Tribunal declares the proceedings closed. The Registrar may, as soon as practicable, suggest modifications as to the form of the award and, without affecting the Tribunal's liberty of decision, may also draw its attention to points of substance. No award shall be issued by the Tribunal until it has been approved by the Registrar as to its form.
- 28.3 The Tribunal may make separate awards on different issues at different times.
- 28.4 If any arbitrator fails to cooperate in the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his absence.

- 28.5 Where there is more than one arbitrator, the Tribunal shall decide by a majority. Failing a majority decision, the presiding arbitrator alone shall make the award for the Tribunal.
- 28.6 The award shall be delivered to the Registrar, who shall transmit certified copies to the parties upon the full settlement of the costs of arbitration.
- 28.7 The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate ending not later than the date of the award.
- 28.8 In the event of a settlement, if any party so requests, the Tribunal may render a consent award recording the settlement. If the parties do not require a consent award, the parties shall confirm to the Registrar that a settlement has been reached. The Tribunal shall be discharged and the arbitration concluded upon payment of any outstanding costs of arbitration.
- 28.9 By agreeing to arbitration under these Rules, the parties undertake to carry out the award immediately and without delay (subject to Rule 29), and they also irrevocably waive their rights to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. An award shall be final and binding on the parties from the date it is made.

29. Correction of Awards and Additional Awards

- 29.1 Within 30 days of receipt of the award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to correct in the award any error in computation, any clerical or typographical error or any error of a similar nature. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction, made in the original award or in a separate memorandum, shall constitute part of the award.
- 29.2 The Tribunal may correct any error of the type referred to in Rule 29.1 on its own initiative within 30 days of the date of the award.
- 29.3 Within 30 days of receipt of the award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the additional award within 45 days of receipt of the request.

- 29.4 Within 30 days of the receipt of the award, a party may, by written notice to the Registrar and to any other party, request that the Tribunal give an interpretation of the award. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall give the interpretation in writing within 45 days after the receipt of the request. The interpretation shall form part of the award.
- 29.5 The Registrar may extend the time limits in this Rule.
- 29.6 The provisions of Rule 28 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an award and to any additional award made.

30. Fees and Deposits

- 30.1 The Tribunal's fees and the Centre's fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. Alternative methods in determining the Tribunal's fees may be agreed by parties prior to the constitution of the Tribunal.
- 30.2 The Registrar shall fix the advances on costs of the arbitration. Unless the Registrar directs otherwise, 50% of such advances shall be payable by the Claimant and the remaining 50% of such advances shall be payable by the Respondent.
- 30.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This may be adjusted in light of such information as may subsequently become available.
- 30.4 The Registrar may from time to time direct parties to make further advances towards costs of the arbitration incurred or to be incurred on behalf of or for the benefit of the parties.
- 30.5 If a party fails to make the advances or deposits directed, the Registrar may, after consultation with the Tribunal and the parties, direct the Tribunal to suspend the work and set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to reintroducing the same claims or counterclaims in another proceeding.
- 30.6 Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the advances or deposits on costs of the arbitration in respect of the claim or the counterclaim should the other party fail to pay its share. The Tribunal or the Registrar may suspend its work, in whole or in part, should the advances or deposits directed under this Rule remain either wholly or

- in part unpaid. On the application of a party, the Tribunal may issue an award for unpaid costs pursuant to Rule 24(h).
- 30.7 If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by the Registrar. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed of. In the event that the costs of arbitration determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.
- 30.8 All advances shall be made to and held by the Centre. Any interest which may accrue on such deposits shall be retained by the Centre.

31. Costs of Arbitration

- 31.1 The Tribunal shall specify in the award, the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the Tribunal shall determine in the award the apportionment of the costs of arbitration among the parties.
- 31.2 The term "costs of the arbitration" includes:
- a. the Tribunal's fees and expenses;
 - b. the Centre's administrative fees and expenses; and
 - c. the costs of expert advice and of other assistance required by the Tribunal.

32. Tribunal's Fees and Expenses

- 32.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the Schedule of Fees and the stage of the proceedings. In exceptional circumstances, the Registrar may allow an additional fee over that prescribed in the Schedule of Fees to be paid.
- 32.2 The Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the Practice Notes for the time being in force.

33. Party's Legal and Other Costs

The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a party (apart from the costs of the arbitration) be paid by another party.

34. Exclusion of Liability

- 34.1 The Centre including its directors, officers, employees or any arbitrator shall not be liable to any person for negligence, act or omission in connection with any arbitration governed by these Rules.
- 34.2 The Centre including its directors, officers, employees or any arbitrator shall not be under any obligation to make any statement in connection with any arbitration governed by these Rules. No party shall seek to make any director, officer, employee or arbitrator act as a witness in any legal proceedings in connection with any arbitration governed by these Rules.

35. Confidentiality

- 35.1 The parties and the Tribunal shall at all times treat all matters relating to the proceedings and the award as confidential.
- 35.2 A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to third party any such matter except:
- a. for the purpose of making an application to any competent court of any State to enforce or challenge the award;
 - b. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;
 - c. for the purpose of pursuing or enforcing a legal right or claim;
 - d. in compliance with the provisions of the laws of any State which are binding on the party making the disclosure;
 - e. in compliance with the request or requirement of any regulatory body or other authority; or
 - f. pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.
- 35.3 In this Rule, "matters relating to the proceedings" means the existence of the proceedings, and the pleadings, evidence and other materials in the arbitration proceedings and all other documents produced by another party in the proceedings or the award arising from the proceedings, but excludes any matter that is otherwise in the public domain.
- 35.4 The Tribunal has the power to take appropriate measures, including issuing an order or award for sanctions or costs, if a party breaches the provisions of this Rule.

36. General Provisions

- 36.1 A party who knows that any provision or requirement under these Rules has not been complied with and proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.
- 36.2 In all matters not expressly provided for in these Rules, the Chairman, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of the award.
- 36.3 The Registrar may from time to time issue Practice Notes to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

SCHEDULE 1

Emergency Arbitrator

1. A party in need of emergency relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the Tribunal, make an application for emergency interim relief. The party shall notify the Registrar and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice may be given by e-mail, facsimile transmission or other reliable means, but must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties. The application shall also be accompanied by payment of any fees set by the Registrar for proceedings pursuant to this Schedule 1.
2. The Chairman shall, if he determines that the Centre should accept the application, seek to appoint an Emergency Arbitrator within one business day of receipt by the Registrar of such application and payment of any required fee.
3. Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstance that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.
4. An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless agreed by the parties.
5. The Emergency Arbitrator shall, as soon as possible but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceedings by telephone conference or on written submissions as alternatives to a formal hearing. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, and shall resolve any disputes over the applicability of this Schedule 1.
6. The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary. The Emergency Arbitrator shall give reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the interim award or order for good cause shown.
7. The Emergency Arbitrator shall have no further power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate the interim award or

order of emergency relief issued by the Emergency Arbitrator. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any order or award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or award or when the Tribunal makes a final award or if the claim is withdrawn.

8. Any interim award or order of emergency relief may be conditioned on provision by the party seeking such relief of appropriate security.
9. An order or award pursuant to this Schedule 1 shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with such an order or award without delay.
10. The costs associated with any application pursuant to this Schedule 1 shall initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.
11. These Rules shall apply as appropriate to any proceeding pursuant to this Schedule 1, taking into account the inherent urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal.

SCHEDULE 2

SPECIAL PROVISIONS FOR SIAC DOMESTIC ARBITRATION RULES

Article 1 – Repeal

The Domestic Arbitration Rules of the Singapore International Arbitration Centre, 2nd Edition, 1 September 2002 (SIAC Domestic Arbitration Rules) shall cease to apply to arbitrations administered by the Centre.

Article 2 – Transitional Provision

Where parties have by agreement expressly referred to arbitration under the SIAC Domestic Arbitration Rules, the agreement shall be deemed to be a reference to arbitration under these Rules and to this Schedule.

Article 3 – Summary Award

1. Upon the expiry of the time limit for the filing of Statement of Claim, Statement of Defence and Counterclaim under Rule 17 of these Rules, but not later than 21 days after the expiry, if a party considers that there is no valid defence to its claim or any substantial part of its claim, it may file with the Tribunal and serve on the other party and the Registrar an application for a summary award on the claim or part of the claim. "Claim" in this Article includes a counterclaim.
2. The application shall be accompanied by an affidavit stating the full facts and detailed grounds in support of it.
3. Within 21 days after service of the application and affidavit, the other party must, if it wishes to contest the application, file and serve an affidavit in opposition. The applicant must file any reply affidavit within 14 days from receipt of the opposition. No further affidavit may be filed without leave of the Tribunal.
4. The Tribunal may on hearing the application:
 - (a) make an award summarily; or
 - (b) make an order dismissing the application; or
 - (c) make an order requiring security for the applicant's claim or part of the claim.
5. The Tribunal's award or order shall be made in writing within 21 days after the close of hearing unless extended by the Registrar.

6. Costs referred to in Rules 31, 32 and 33 of these Rules may be awarded in the discretion of the Tribunal.
7. Rules 28.2, 29.1 and 29.2 of these Rules shall apply, with the necessary or appropriate changes, to a summary award made under this Article.
8. Where the application is dismissed, the Tribunal shall proceed to continue with the arbitration.