

**SIAC RULES**  
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Where any agreement, submission or reference provides for arbitration under the Arbitration Rules of Singapore International Arbitration Centre ("Centre"), the parties thereto shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such amended Rules as the Centre may have adopted to take effect before the commencement of the arbitration (see Rule 3.3), subject to such modifications as the parties may agree in writing.

## **Rule 1 - Scope of Application and Interpretation**

1.1 These Rules shall govern the arbitration save that, where any of these Rules is in conflict with a provision of the applicable law of the arbitration from which the parties cannot derogate, that provision shall prevail.

1.2 In these Rules -

"Centre" means 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;

"Registrar" means the Registrar of the Centre and includes an Assistant Registrar;

"Tribunal" includes a sole arbitrator or all the arbitrators where more than one is appointed.

## **Rule 2 - Notice, Calculation of Periods of Time**

2.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, shall be in writing and is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. The notice shall be deemed to have been received on the day it is so delivered.

2.2 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, notification, communication or proposal is received. If the last day of such

period is an official holiday at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays occurring during the running of the period of time are included in calculating the period.

- 2.3 Any written communication may be made by way of any form of electronic transmission effected to a business address of a party or to a facsimile number or e-mail address indicated in a party's letterhead and is deemed to have been received if it is so transmitted on the day of transmission.
- 2.4 The parties shall file with the Registrar a copy of any notice, including a notification, communication or proposal concerning the arbitral proceedings.

### **Rule 3 - Request for or Notification of Arbitration**

- 3.1 The party wishing to commence an arbitration under these Rules (hereinafter called the "Claimant") shall give to the other party (hereinafter called the "Respondent") a Notice of Arbitration which shall include or be accompanied by the following:
  - (a) a demand that the dispute be referred to arbitration;
  - (b) the names and addresses of the parties to the arbitration;
  - (c) a reference to the arbitration clause or the separate arbitration agreement that is invoked;
  - (d) a reference to the contract out of or in relation to which the dispute arises;
  - (e) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed; and
  - (f) a statement of any matters on 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.
- 3.2 The Notice of Arbitration may also include:
  - (a) the proposals for the appointment of a sole arbitrator and an appointing authority referred to in Rules 7.1 and 7.2 respectively;

- (b) the notification of appointment of an arbitrator referred to in Rule 8;  
and
  - (c) the Statement of Case referred to in Rule 18.2.
- 3.3 The date of receipt of the Notice of Arbitration by the Registrar of the Centre shall be deemed to be the date on which the arbitration has commenced.
- 3.4 The Claimant shall file with the Registrar a copy of the Notice of Arbitration served on the Respondent.
- 3.5 If the parties have agreed on an appointing authority other than the Chairman, they shall inform the Registrar of the name of that authority.

#### **Rule 4 - Response by Respondent**

- 4.1 For the purpose of facilitating the appointment of arbitrators, within fourteen (14) days of receipt of the Notice of Arbitration, the Respondent may send to the Claimant a Response, in which case, it shall contain:
- (a) a confirmation or denial of all or part of the claims;
  - (b) a brief statement of the nature and circumstances of any envisaged counterclaims; and
  - (c) a comment in response to any statements contained in the Notice of Arbitration, as called for under Rule 3.1 paragraph (f), on matters relating to the conduct of the arbitration.
- 4.2 The Response may also include -
- (a) a comment in response to any proposal for the appointments of a sole arbitrator and for an appointing authority; and
  - (b) the notification of the appointment of an arbitrator referred to in Rule 8.
- 4.3 The Respondent shall send a copy of any Response to the Registrar and shall confirm to the Registrar that copies have been served on the other party.
- 4.4 Failure to send a Response shall not preclude the Respondent from denying the claim or from setting out a counterclaim in its Statement of Defence.

## **Rule 5 - Centre to Provide Assistance**

5. The Registrar shall, at the request of the Tribunal or either party, make available, or arrange for, such facilities and assistance for the conduct of arbitration proceedings as may be required, including suitable accommodation for sittings of the Tribunal, secretarial assistance and interpretation facilities.

## **Rule 6 - Number of Arbitrators**

6. A sole arbitrator shall be appointed unless the parties have agreed otherwise.

## **Rule 7 - Appointment of 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.
- 7.2 If within twenty-one (21) days after receipt by a party of a proposal made in accordance with Rule 7.1 the parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the appointing authority agreed upon by the parties, and if no appointing authority has been agreed upon by the parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within twenty-one (21) days of the receipt of a party's request thereof, the Chairman shall appoint the arbitrator as soon as practicable.
- 7.3 If either party does not wish to propose the names of one or more persons to serve as the sole arbitrator, either party may request the Chairman to appoint the sole arbitrator. The Chairman shall as soon as practicable appoint the sole arbitrator upon the receipt of such a request.
- 7.4 A decision on a matter entrusted by Rule 7.2 and 7.3 to the Chairman shall not be subject to appeal.

## **Rule 8 - Appointment of Three Arbitrators**

- 8.1 If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Tribunal.
- 8.2 If within twenty-one (21) days after the receipt of a party's notification of the appointment of an arbitrator, the other party has not notified the first party of the arbitrator he has appointed:
- (a) the first party may request the appointing authority previously designated by the parties to appoint the arbitrator; or
  - (b) if no such authority has been previously designated by the parties, or if the appointing authority previously designated refuses to act or fails to appoint the arbitrator within twenty-one (21) days after receipt of a party's request thereof, the first party may request the Chairman to appoint the second arbitrator.
- 8.3 If within twenty-one (21) days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by an appointing authority or by the Chairman if no appointing authority has been previously designated by the parties or, if the appointing authority previously designated refuses to act within the prescribed time, in the same way as a sole arbitrator would be appointed under Rule 7.
- 8.4 A decision on a matter entrusted by Rule 8.2 or 8.3 to the Chairman shall not be subject to appeal.

## **Rule 9 - Multi-party Appointment of Arbitrator(s)**

- 9.1 If there are three or more parties in the arbitration, the parties shall endeavour to agree on the procedure for appointing the arbitrator(s) and if within twenty-one (21) days of the receipt of the Notice of Arbitration, the parties have not reached an agreement on the procedure for appointing the arbitrator(s), the arbitrator(s) shall be appointed by the Chairman as soon as practicable after the receipt of a party's request to the Chairman.
- 9.2 A decision on a matter entrusted by Rule 9.1 to the Chairman shall not be subject to appeal.

## **Rule 10 - Information to be Furnished to the Appointing Authority**

- 10.1 When an appointing authority is requested to appoint an arbitrator pursuant to Rule 7 or 8, the party which makes the request shall send to the appointing authority a copy of the Notice of Arbitration, a copy of the contract out of or in relation to which the dispute has arisen and a copy of the arbitration agreement if it is not contained in the contract. The appointing authority may require from either party such information as it deems necessary to fulfill its function.
- 10.2 Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses and nationalities shall be indicated, together with a description of their qualifications.

## **Rule 11 - Independence and Impartiality of Arbitrators**

- 11.1 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 and where the parties are of different nationalities, shall also take into account the advisability of appointing an arbitrator of a nationality other than those of the parties.
- 11.2 Any arbitrator (whether or not appointed 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.
- 11.3 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- 11.4 An arbitrator, once appointed or chosen, shall disclose any such circumstance (referred to in Rule 11.3 above) to all parties, not already been informed by him, of these circumstances.

## **Rule 12 - Challenge of Arbitrators**

- 12.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- 12.2 A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

**Rule 13 - Notice of Challenge**

- 13.1 A party who intends to challenge an arbitrator shall send notice of his challenge within fourteen (14) days after the appointment of the challenged arbitrator has been notified to the challenging party or within fourteen (14) days after the circumstances mentioned in Rule 12.1 or 12.2 became known to that party.
- 13.2 The challenge shall be notified to the other party, the arbitrator who is challenged and the other members of the Tribunal. The notification shall be in writing and shall state the reasons for the challenge. Upon receiving the notification of challenge by the Registrar, the arbitration shall be suspended until the challenge is resolved or decided upon.
- 13.3 When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. In neither case does this imply acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 7, 8 or 9 shall be used in full 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 appoint or to participate in the appointment.

**Rule 14 - Decision on Challenge**

- 14.1 If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made:
- (a) when the initial appointment was made by an appointing authority, by that authority; and
  - (b) in all other cases, by the Chairman whose decision shall be final and not be subject to appeal.
- 14.2 If the appointing authority or the Chairman, as the case may be, sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in Rules 6 to 9 except that, when this procedure would call for the designation of an appointing authority, the appointment of the arbitrator shall be made by the appointing authority which decided on the challenge.



## **Rule 15 - Replacement of an Arbitrator**

- 15.1 In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Rules 7 to 11 that was applicable to the appointment or choice of the arbitrator being replaced.
- 15.2 In the event that an arbitrator refuses or fails to act or in the event of the de jure or de facto impossibility of his performing functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in Rules 12 to 14 and 15.1 shall apply.

## **Rule 16 - Repetition of Hearings in the Event of the Replacement of an Arbitrator**

- 16. If under Rules 13 to 15 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated unless otherwise agreed to by the parties. If any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the Tribunal.

## **Rule 17 - Conduct of the Proceedings**

- 17.1 The parties may agree on the arbitral procedure, and are encouraged to do so.
- 17.2 In the absence of procedural rules agreed by the parties or contained herein, the Tribunal shall have the widest discretion allowed under such law as may be applicable to ensure the just, expeditious, economical, and final determination of the dispute.
- 17.3 In the case of a three-member Tribunal, the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.

## **Rule 18 - Submission of Written Statements and Documents**

- 18.1 The Tribunal may determine the periods of time within which the parties shall submit their written statements. If no specific periods of time are determined by the Tribunal the parties shall proceed as set out in this Rule 18.
- 18.2 Within thirty (30) days of receipt of notification from the Registrar that the Tribunal has been constituted, the Claimant shall, if it has not done so, send

to the Respondent a Statement of Case setting out in full detail the facts and any contention of law on which it relies, and the relief claimed.

- 18.3 Within thirty (30) days of receipt of the Statement of Case by the Respondent, or, where the Statement of Case was served with the Notice of Arbitration, the notification referred to in Rule 18.2, the Respondent shall send to the Claimant, a Statement of Defence stating in full detail which of the facts and contentions of law in the Statement of Case it admits or denies, on what grounds, and on what other facts and contentions of law it relies. Any counterclaims shall be submitted with the Statement of Defence in the same manner as claims are set out in the Statement of Case.
- 18.4 The Tribunal shall decide which further written statements, in addition to the Statement of Case and the Statement of Defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.
- 18.5 The periods of time fixed by the Tribunal for the submission of written statements (including the Statement of Case and Statement of Defence) shall not exceed forty-five (45) days. However the Tribunal may extend the time-limits on such terms as it may deem appropriate.
- 18.6 All statements referred to in this Rule shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the party concerned relies and which have not previously been submitted by any party, and (where appropriate) by any relevant samples.
- 18.7 Copies of all statements referred to in this Rule shall be served on the Tribunal and the Registrar.
- 18.8 As soon as practicable following completion of the submission of the statements specified in this Rule, the Tribunal shall proceed in such manner as has been agreed by the parties, or pursuant to its authority under these Rules.
- 18.9 If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal, to submit its Statement of Case, the Tribunal may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances. 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 nevertheless proceed with the arbitration and make the award.

## **Rule 19 - Place of Arbitration**

- 19.1 The parties may choose the place of arbitration. Failing such a choice, the place of arbitration shall be Singapore, unless the Tribunal determines in view of all the circumstances of the case that another place is more appropriate.
- 19.2 The Tribunal may hold hearings and meetings anywhere convenient, subject to the provisions of Rule 22.2 and provided that the award shall be made at the place of arbitration.

## **Rule 20 - Language of Arbitration**

- 20.1 Subject to any agreement by the parties, the Tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the Statement of Case, the Statement of Defence, and any further written statements or other communications and, if oral hearings take place, to the language or languages to be used in such hearings.
- 20.2 If a document is drawn up in a language other than the language(s) of the arbitration, and no translation of such document is submitted by the party producing the document, 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.

## **Rule 21 - Party Representatives**

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

## **Rule 22 - Hearings**

- 22.1 Unless the parties have agreed on documents-only arbitration, the Tribunal shall, if either party so requests, hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.
- 22.2 The Tribunal shall fix the date, time and place of any meeting and hearing in the arbitration, and the sole or presiding arbitrator shall give the parties reasonable notice thereof.

- 22.3 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 on the evidence before it.
- 22.4 The Tribunal may in advance of hearings, submit to the parties, a list of questions which it wishes them to treat with special attention.
- 22.5 All meetings and hearings shall be in private unless the parties agree otherwise.
- 22.6 The Tribunal may declare the hearings closed if it is satisfied that the parties have no further proof to offer or witnesses to be heard or submissions to make. The Tribunal may on its own motion or upon application of a party but before any award is made, reopen the hearings.
- 22.7 All statements, documents or other information supplied to the Tribunal by one party shall be communicated to the other party. Also, any expert report or evidentiary document on which the Tribunal may rely in making its decision shall be communicated to the parties.

## **Rule 23 - Witnesses**

- 23.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses it wishes to call, as well as the subject matter of their testimony and its relevance to the issues.
- 23.2 The Tribunal has discretion to allow, refuse, or limit the appearance of witnesses, whether witnesses of fact or expert witnesses.
- 23.3 Any witness who gives oral evidence may be questioned by each of the parties or their representatives, under the control of the Tribunal. The Tribunal may put questions at any stage of the examination of the witnesses.
- 23.4 Subject to such order or direction which the Tribunal may make, the testimony of witnesses may be presented in written form, either as signed statements or by duly sworn affidavits. Subject to Rule 23.2, any party may request that such a witness should attend for oral examination at a hearing. If he fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or exclude it altogether.

23.5 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.

## **Rule 24 - Experts Appointed by the Tribunal**

24.1 Unless otherwise agreed by the parties, the Tribunal:

- (a) may appoint one or more experts to report to the Tribunal on specific issues;
- (b) may require a party to give any such expert(s) any relevant information or to produce, or to provide access to any relevant documents, goods or property for inspection by the expert(s).

24.2 Unless otherwise agreed by the parties, if a party so requests or if the Tribunal considers it necessary, any expert shall, after delivery of his written or oral report, participate in a hearing at which the parties shall have the opportunity to question him, and to present expert witnesses in order to testify on the points at issue.

## **Rule 25 - Additional Powers of the Tribunal**

25. Unless the parties at any time agree otherwise, and subject to any mandatory limitations of any applicable law, the Tribunal shall have the power, on the application of any party or of its own motion, but in either case only after giving the parties a proper opportunity to state their views, to:

- (a) order the correction of any such contract or arbitration agreement, but only to the extent required to rectify any mistake which it determines to be common to all the parties and then only if and to the extent to which the rules of law governing or applicable to the contract permit such correction;
- (b) allow other parties to be joined in the arbitration with their express consent, and make a single final award determining all disputes between them;
- (c) allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend any pleading or submissions;

- (d) extend or abbreviate any time limits provided by these Rules or by its directions;
- (e) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- (f) order the parties to make any property or thing available for inspection, in their presence, by the Tribunal or any expert;
- (g) order the preservation, storage, sale or other disposal of any property or thing which is the subject-matter of the dispute;
- (h) order any party to produce to the Tribunal, and to the other parties for inspection, and to supply copies of, any document or class of documents in their possession or power which the Tribunal determines to be relevant;
- (i) to make orders or give directions to any party for interrogatories;
- (j) to make orders or give directions to any party for an interim injunction or any other interim measure;
- (k) to make orders or give directions to any party for giving of evidence by affidavit;
- (l) to make orders or give directions to any party for ensuring that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party; and
- (m) to make orders or give directions to any party to stay any of the Tribunal's awards previously made.

## **Rule 26 - Jurisdiction of the Tribunal**

26.1 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.

- 26.2 A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. 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 appointed, or participated in the appointment of an arbitrator.
- 26.3 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; 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 to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.
- 26.4 The Tribunal may rule on a plea referred to in Rule 26.2 above either as a preliminary question or in an award on the merits.

## **Rule 27 - Deposits and Security**

- 27.1 The Registrar or the Tribunal (at any time after it has been constituted) may direct each party to deposit an equal amount with the Centre as an advance of the costs referred to in Rule 30.
- 27.2 During the course of the arbitration proceedings the Registrar or the Tribunal may request supplementary deposits from the parties.
- 27.3 The Tribunal shall have the power to order any party to provide security for the legal or other costs of any other party by way of deposit or bank guarantee or in any other manner the Tribunal thinks fit.
- 27.4 Without prejudice to the right of any party to apply to a competent court for pre-award conservatory measures, the Tribunal shall also have the power to order any party to provide security for all or part of any amount in dispute in the arbitration.
- 27.5 In the event that orders under Rules 27.1, 27.2, 27.3 or 27.4 are not complied with, the Tribunal may refuse to hear the claims or counterclaims by the non-complying party, although it may proceed to determine claims or counterclaims by complying parties.

- 27.6 Parties are jointly and severally liable for the costs of arbitration. In the event that orders under Rules 27.1 or 27.2 are not complied with by one party, the Registrar or Tribunal may request the other party to pay the deposits that are due from the first party.
- 27.7 Should the parties fail to make the deposits requested for under Rules 27.1 or 27.2, either wholly or in part, the Registrar may direct the Tribunal to suspend its work until such deposits are paid.

## **Rule 28 - The Award**

- 28.1 Unless all parties agree otherwise, the Tribunal shall make its award in writing within forty-five (45) days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall state its date and shall be signed by the arbitrator or arbitrators.
- 28.2 If any arbitrator refuses or fails to comply with the mandatory provisions of any applicable law relating to the making of the award, having been given a reasonable opportunity to do so, the remaining arbitrators shall proceed in his absence.
- 28.3 Where there is more than one arbitrator and they fail to agree on any issue, they shall decide by a majority. Failing a majority decision on any issue, the presiding arbitrator of the Tribunal shall make the award alone as if he were a sole arbitrator. If an arbitrator refuses or fails to sign the award, the signatures of the majority shall be sufficient, provided that the reasons for the omitted signature is stated.
- 28.4 The sole arbitrator or presiding arbitrator shall be responsible for delivering the award to the Registrar, who shall transmit certified copies to the parties provided that the costs of the arbitration have been paid to the Centre in accordance with Rule 30.
- 28.5 The Tribunal may award simple or compound interest on any sum which is the subject of the reference at such rates 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 upon which the award is complied with.
- 28.6 The Tribunal may make separate final awards on different issues at different times, which shall be subject to correction under the procedure specified in Rule 29. Unless otherwise stated by the Tribunal, such awards shall be individually enforceable as soon as they are made.



- 28.7 In the event of a settlement, the Tribunal may render a consent award recording the settlement if any party so requests. If the parties do not require a consent award, then on confirmation in writing by the parties to the Registrar that a settlement has been reached, the Tribunal shall be discharged and the reference to arbitration concluded, subject to payment by the parties of any outstanding costs of the arbitration in accordance with Rule 30.
- 28.8 By agreeing to have an arbitration under these Rules, the parties undertake to carry out the award without delay. Awards shall be final and binding on the parties from the date they are made.

## **Rule 29 - Correction of Awards and Additional Awards**

- 29.1 Within thirty (30) days of receipt of the award, unless another period of time has been agreed upon by the parties, a party may by notice to the Registrar request the Tribunal to correct in the award any error in computation, any clerical or typographical error or any error of a similar nature. If the Tribunal considers the request to be justified, it shall make the correction(s) within thirty (30) days of receipt of the request. Any correction, which shall take the form of a separate memorandum, shall become 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 thirty (30) days of the date of the award.
- 29.3 Unless otherwise agreed by the parties, a party may, within thirty (30) days of receipt of the award, and with notice to the other party or parties, by notice to the Registrar request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not dealt with in the award. If the Tribunal considers the request to be justified, it shall make the additional award within forty-five (45) days of receipt of the request.
- 29.4 The provisions of Rule 28 shall apply mutatis mutandis to a correction of the award and to any additional award.

## **Rule 30 - Costs**

- 30.1 The costs of the arbitration shall be taxed by the Registrar or fixed by the Tribunal in its award. The term "costs of the arbitration" includes:
- (a) the fees of the Tribunal;

- (b) the travel and other expenses incurred by the arbitrators;
  - (c) the costs of expert advice and of other assistance required by the Tribunal;
  - (d) any fees and expenses of the appointing authority, if applicable; and
  - (e) expenses reasonably incurred by the Centre in connection with the arbitration as well as its administrative charges, but shall not include the legal or other costs incurred by the parties themselves.
- 30.2 The Tribunal shall specify in the award, the total amount of the costs of the arbitration. Unless the parties agree otherwise, the Tribunal shall determine the proportions in which the parties shall pay all or part of them to the Centre. If the Tribunal has determined that all or any part of the costs of the arbitration shall be paid by any party other than a party which has already paid them to the Centre, the latter shall have the right to recover the appropriate amount from the former.
- 30.3 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. Such costs shall, unless the award otherwise directs, be taxable by the Registrar.
- 30.4 If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final award is made, the parties shall be jointly and severally liable to pay the costs of the arbitration as determined by the Tribunal. In the event that the costs so determined are less than the deposits made, there shall be a refund in such proportions as the parties may agree, or failing agreement, in the same proportions as the deposits were made.
- 30.5 A certificate signed by the Registrar on the amount of costs or fees taxed shall form part of the award of the Tribunal.

## **Rule 31 - Amount of Tribunal's Fees**

- 31.1 The fees of the Tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitrators and any other relevant circumstances of the case.
- 31.2 If an appointing authority has been agreed upon by the parties or designated by the Chairman, and if that authority has issued a schedule of fees for arbitrators in international cases which it administers, the Tribunal in fixing its

fees shall take that schedule of fees into account to the extent that it considers appropriate in the circumstances of the case.

- 31.3 If such appointing authority has not issued a schedule of fees for arbitrators in international cases, and if the parties fail to agree, an appropriate rate shall be determined by the Registrar and communicated in writing to the parties.
- 31.4 In all cases when a party so requests, the Tribunal shall fix its fees only after consultation with the Registrar who may advise the Tribunal concerning the fees.

## **Rule 32 - Law of the Arbitration**

- 32. If the place of arbitration is Singapore, the parties agree that the International Arbitration Act (Cap 143A) as amended from time to time is applicable.

## **Rule 33 - Exclusion of Liability**

- 33.1 Neither the Centre, any of its officers, employees or agents, nor any arbitrator shall be liable for:
  - (a) negligence in respect of anything done or omitted to be done in the capacity of arbitrator or in connection with any arbitration conducted under these Rules; and
  - (b) any mistake in law, fact or procedure made in the course of arbitral proceedings or in the making of an arbitral award.
- 33.2 Neither the Centre, any of its officers, employees or agents, nor any arbitrator shall be under any obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any arbitrator or any officer, member, servant or agent of the Centre, a witness in any legal proceedings arising out of the arbitration whether before, during or after the arbitration.

## Rule 34 - General Provisions

- 34.1 A party who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.
- 34.2 The provisions in these Rules shall insofar as they relate to the powers and functions of the Tribunal be interpreted by the Tribunal.
- 34.3 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 that the award is legally enforceable.
- 34.4 Notwithstanding any provision by the parties in any contract for an appointing authority to appoint a sole arbitrator or arbitrators, such provision shall be deemed to be completely and irrevocably waived upon the appointment by the Chairman of the sole arbitrator or any arbitrator pursuant to these Rules, and thereafter all powers and functions of the appointing authority whether in such contract or in the Rules shall vest in the Chairman, in addition to and without derogation to the powers of the Chairman set out in these Rules.
- 34.5 Subject to Rule 34.4, in the event of conflict between these Rules and the terms of any contract entered into between the parties, the terms of the said contract shall prevail, save that where the parties have acted pursuant to or in accordance with any Rule in conflict with any term of the said contract, that Rule shall prevail, and any right vested in any party pursuant to that term in the said contract shall be deemed to be completely and irrevocably waived.
- 34.6 The parties and the Tribunal shall at all times treat all matters relating to the proceedings (including the existence of the proceedings) and the award as confidential. A party or any arbitrator shall not, without the prior written consent of the other party or the parties, as the case may be, disclose to a third party any such matter except:
- (a) for the purpose of making an application to any competent court;
  - (b) for the purpose of making an application to the courts of any State to enforce the award;
  - (c) pursuant to the order of a court of competent jurisdiction;

- (d) in compliance with the provisions of the laws of any State which is binding on the party making the disclosure; or
- (e) in compliance with the request or requirement of any regulatory body or other authority which, if not binding, nonetheless would be observed customarily by the party making the disclosure.