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**ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE**  
**SIAC Rules (3rd Edition, 1 July 2007)**

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**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 In these Rules –

“Award” means a decision of the Tribunal on the substance of the dispute and includes an interim, interlocutory, partial or final award.

“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;

“Registrar” means the Registrar of the Centre and includes an Assistant Registrar;

“Summary award” means an award made pursuant to Article 3 of Schedule I;

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

**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, facsimile, telex) or delivered by any other means that provides a record of its delivery. It is deemed to have been received if it is delivered to the addressee personally or if it is delivered to his habitual residence, place of business or mailing address. 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 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.

2.4 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 The party wishing to commence an arbitration (the "Claimant") shall file with the Registrar 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, 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 a 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 confirmation that a copy of the Notice of Arbitration including all accompanying documents has been served or is being served on the other party (the "Respondent");
  - h. any comment as to the applicable rules of law;
  - i. any comment as to the language of the arbitration; and
  - j. payment of the requisite filing fee.
- 3.2 The Notice of Arbitration may also include:
- a. the proposal for the number of arbitrator(s) if this is not specified in the arbitration agreement;
  - b. the nomination of arbitrator(s); and
  - c. the Statement of Case referred to in Rule 16.3.
- 3.3 The date of receipt of the Notice of Arbitration by the Registrar shall be deemed the date of commencement of the arbitration.

### **4. Response to the Notice of Arbitration**

- 4.1 The Respondent shall send a Response within 14 days of receipt of the Notice of Arbitration which shall contain:
- a. a confirmation or denial of all or part of the claims;
  - b. a brief statement of the nature, circumstances and quantification, if any, of any envisaged counterclaims; and

- c. any comment in response to any statements contained in the Notice of Arbitration under Rule 3.1 (f) on matters relating to the conduct of the arbitration.

4.2 The Response may also include:

- a. any comment to any proposal or nomination referred to in Rule 3.2(a) and (b); and
- b. the nomination of an arbitrator.

4.3 The Respondent shall send the Response to the Registrar and shall confirm that a copy has been served or is being served on the Claimant.

## **5. Number, Appointment and Confirmation of Arbitrators**

5.1 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, a sole arbitrator shall be appointed.

5.2 If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person(s) including the arbitrators already appointed, that agreement shall be treated as an agreement to nominate an arbitrator under these Rules.

5.3 In all cases, the candidates nominated by the parties, or by any third person(s) including the arbitrators already appointed, shall be subject to confirmation by the Chairman.

5.4 The terms of appointment of the arbitrator(s) shall be fixed by the Registrar in accordance with these Rules and Practice Notes for the time being in force.

5.5 In all cases, an arbitrator shall not be deemed appointed until confirmed by the Chairman. The Chairman shall confirm an arbitrator as soon as practicable.

## **6. Sole Arbitrator**

6.1 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 parties have reached an agreement on the nomination of a sole arbitrator, Rule 5.3 shall apply.

6.2 If within 21 days after receipt by the Registrar of the Notice of Arbitration made in accordance with Rule 3, the parties have not reached an agreement on the nomination of a sole arbitrator, the Chairman shall make the appointment as soon as practicable.

6.3 A decision of the Chairman under this Rule shall not be subject to appeal.

## **7. Three Arbitrators**

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

7.2 If a party fails to make a nomination within 21 days after receipt of a party's nomination of an arbitrator, the Chairman shall proceed to appoint the arbitrator on its behalf.

7.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, the third arbitrator who shall act as the presiding arbitrator shall be appointed by the Chairman. Any

nomination made pursuant to the procedure agreed to by the parties shall be subject to confirmation pursuant to Rule 5.3.

7.4 A decision of the Chairman under this Rule shall not be subject to appeal.

## **8. Multi-party Appointment of Arbitrator(s)**

8.1 Where there are more than 2 parties in the arbitration, the parties may agree on the procedure for appointment. Any nomination made pursuant to the procedure agreed to by the parties shall be subject to confirmation pursuant to Rule 5.3.

8.2 If the parties are unable to agree on the procedure for appointment of arbitrators within 21 days of receipt of the Notice of Arbitration, or if the agreed procedure fails, the arbitrator(s) shall be appointed by the Chairman as soon as practicable.

8.3 A decision of the Chairman under this Rule shall not be subject to appeal.

## **9. Independence and Impartiality of Arbitrators**

9.1 In confirming or 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.

9.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible nomination, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

9.3 An arbitrator, once appointed, shall disclose any such circumstance referred to in Rule 9.2 above to all parties, not already been informed by him, of these circumstances. 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. Challenge of Arbitrators**

10.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.

10.2 A party may challenge the arbitrator nominated by him only for reasons of which he becomes aware after the appointment has been made.

## **11. Notice of Challenge**

11.1 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 within 14 days after the circumstances mentioned in Rule 10.1 or 10.2 became known to that party.

11.2 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.

- 11.3 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.
- 11.4 In instances referred to in Rule 11.3, the procedure provided in Rule 5 and Rules 6, 7 or 8 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 other party's agreement to the challenge or the challenged arbitrator's withdrawal.

## **12. Decision on Challenge**

- 12.1 If the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily within 7 days of receipt of the notice of challenge, the Chairman shall decide on the challenge.
- 12.2 If the Chairman sustains the challenge, a substitute arbitrator shall be appointed in accordance with the procedure provided in Rule 5 and Rules 6, 7 or 8 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 Chairman's decision.
- 12.3 If the Chairman dismisses the challenge, the arbitrator shall continue with the arbitration.
- 12.4 The Chairman may fix the costs of the challenge and may direct who and how such costs should be borne.
- 12.5 The Chairman's decision made under this Rule shall not be subject to appeal.

## **13. Replacement of an Arbitrator**

- 13.1 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 appointment of the arbitrator being replaced.
- 13.2 In the event that an arbitrator refuses or fails to act or in the event of the *de jure* or *de facto* impossibility of him performing his functions, the procedure for challenge and replacement of an arbitrator provided in Rules 10 to 12 and 13.1 shall apply.

## **14. Repetition of Hearings in the Event of Replacement of an Arbitrator**

If under Rules 11 to 13 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.

**15. Conduct of the Proceedings**

- 15.1 The parties may agree on the arbitral procedure.
- 15.2 In the absence of procedural rules agreed by the parties or contained in these Rules, the Tribunal shall conduct the arbitration in such manner as it considers appropriate to ensure the fair, expeditious, economical and final determination of the dispute.
- 15.3 A presiding arbitrator may, after consulting the other arbitrator(s), make procedural rulings alone.

**16. Submission of Written Statements and Documents**

- 16.1 Unless the parties have agreed otherwise under Rule 15 or the Tribunal determines otherwise, the submission of written statements and documents shall proceed as set out in this Rule.
- 16.2 Copies of all written statements referred to in this Rule shall be sent simultaneously to the Tribunal and the Registrar.
- 16.3 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 together with the amount of all quantifiable claims within 30 days of receipt of notice from the Registrar that the Tribunal has been constituted.
- 16.4 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. The Statement of Defence shall be submitted within:
  - a. 30 days of receipt of the Statement of Case; or
  - b. 30 days of receipt of notice from the Registrar that the Tribunal has been constituted where the Statement of Case was submitted with the Notice of Arbitration.
- 16.5 Any counterclaims shall be submitted with the Statement of Defence.
- 16.6 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. The Tribunal shall fix the periods of time for communicating such statements.
- 16.7 The periods of time fixed by the Tribunal for the submission of written statements shall not exceed 45 days. However the Tribunal may extend the time limits on such terms as it deems appropriate.
- 16.8 All written statements referred to in this Rule shall be accompanied by copies of all supporting documents which have not previously been submitted by any party.
- 16.9 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.
- 16.10 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.

**17. Memorandum of Issues**

- 17.1 Within 45 days following completion of the submission of the written statements specified in Rule 16, the Tribunal shall on the basis of the parties' written statements and in consultation with the parties proceed to draw up a document defining the issues to be determined by the Tribunal in the arbitration ("Memorandum of Issues")
- 17.2 The Memorandum of Issues shall be signed by the parties and the Tribunal. At the request of the Tribunal, the Registrar may extend the time for the completion of the Memorandum of Issues.
- 17.3 If any party refuses to participate in drawing up of the Memorandum of Issues or to sign the same, the Tribunal shall submit the same to the Registrar for approval.
- 17.4 The Memorandum of Issues when signed by the parties and the Tribunal or when approved by the Registrar defines the issues that the Tribunal shall decide in its award.

**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 Registrar 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(s) to be used in the proceedings.
- 19.2 If a document is drawn up 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, hold a hearing for the presentation of evidence or for oral submissions.
- 21.2 The Tribunal shall fix the date, time and place of any meeting and hearing in the arbitration 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.
- 21.5 The Tribunal may declare the hearings closed if it is satisfied that the parties have no further evidence to produce 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.
- 21.6 All statements, documents or other information supplied to the Tribunal by one party shall simultaneously be communicated to the other party and the Registrar. Any expert report or evidentiary document on which the Tribunal may rely in making its decision shall be communicated to the parties and the Registrar.

## **22. Witnesses**

- 22.1 Before any hearing, the Tribunal may require any party to give notice of the identity of witnesses, 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 or the Tribunal.
- 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 expert(s) to report on specific issues;
  - b. may require a party to give such expert(s) any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.
- 23.2 Unless the parties have agreed otherwise, 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 the hearing, the parties shall have the opportunity to question him and may also present its own expert witness(es).

## **24. Additional Powers of the Tribunal**

In addition and not in derogation of the powers conferred by any applicable law of the arbitration, the Tribunal shall have the power to:



- a. order the correction of any contract or arbitration agreement, but only to the extent required to rectify any mistake which it determines to have been made by all the parties to that contract or arbitration agreement;
- b. allow other parties to be joined in the arbitration with their express consent, and make a single final award determining all disputes among the parties to the arbitration;
- c. allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend the claims, counterclaims, memorandum of issues or other submissions;
- d. except as provided in Rules 17.2, 27.1 and 28.4, 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 item available, for inspection in the parties' presence, by the Tribunal or any expert;
- g. order the preservation, storage, sale or disposal of any property or item which is or forms part of 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(s) in their possession or control which the Tribunal considers relevant;
- i. make orders or give directions to any party for interrogatories;
- j. order an interim injunction or any other interim measure;
- k. direct any party to give evidence by affidavit or any other form of recording;
- l. 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;
- m. order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;
- n. order any party to provide security for all or part of any amount in dispute in the arbitration;
- o. 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, and to impose such sanctions as the Tribunal deems appropriate; and
- p. determine any question of law arising in the arbitration and receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

## **25. Jurisdiction of the Tribunal**

- 25.1 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.

- 25.2 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 nominated, or participated in the nomination of an arbitrator.
- 25.3 The Tribunal may rule on a plea referred to in Rule 25.2 either as a preliminary question or in an award on the merits.

## **26. Fees and Deposits**

- 26.1 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.
- 26.2 The Registrar shall fix the advances or deposits on costs of the arbitration to cover the fees and expenses of the Tribunal and the Centre. Unless the Registrar directs otherwise, such advances and deposits shall be payable by the parties in equal shares.
- 26.3 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. This may be adjusted in light of such information as may subsequently become available.
- 26.4 The Registrar may from time to time direct parties to make further advances or deposits towards costs or expenses of the arbitration incurred or to be incurred on behalf of or for the benefit of the parties.
- 26.5 If a party fails to make the advances or deposits directed, the Tribunal may, following consultation with the Registrar, refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, although it may proceed to determine the claims or counterclaims by any party who has complied with orders.
- 26.6 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.
- 26.7 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 may, in consultation with the Registrar suspend its work should the advances or deposits directed under this Rule remain either wholly or in part unpaid.
- 26.8 All advances and deposits shall be made to and held by the Centre. Any interest which may accrue on such deposit(s) shall be retained by the Centre.

**27. The Award**

- 27.1 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 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.
- 27.2 The Tribunal may make separate awards on different issues at different times.
- 27.3 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 arbitrator(s) shall proceed in his absence.
- 27.4 Where there is more than one arbitrator, the Tribunal shall decide by a majority. Failing a majority decision, the presiding arbitrator 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 reason for the omitted signature is stated.
- 27.5 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.
- 27.6 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.
- 27.7 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.
- 27.8 By agreeing to arbitration under these Rules, the parties undertake to carry out the award without delay. An award shall be final and binding on the parties from the date it is made.

**28. Correction of Awards and Additional Awards**

- 28.1 Within 30 days of receipt of the award, a party may by written 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 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.
- 28.2 The Tribunal may correct any error of the type referred to in this Rule on its own initiative within 30 days of the date of the award.
- 28.3 Within 30 days of receipt of the award, a party may by notice to the Registrar and the 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. If the Tribunal considers the request to be justified, it shall make the additional award within 45 days of receipt of the request.

- 28.4 The Registrar may extend the time limits in this Rule.
- 28.5 The provisions of Rule 27 shall apply *mutatis mutandis* in the same manner in relation to a correction of an award and to any additional award made.

### **29. Costs of Arbitration**

- 29.1 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.
- 29.2 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.

### **30. Tribunal's Fees and Expenses**

- 30.1 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.
- 30.2 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.

### **31. Party's Legal Costs**

- 31.1 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.
- 31.2 The costs referred to in Rule 31.1 shall, unless the award otherwise directs, be taxable by the Registrar.
- 31.3 A certificate signed by the Registrar on the amount of costs shall form part of the award.

### **32. Law of the Arbitration**

Where the seat of arbitration is Singapore, the law of the arbitration under these Rules shall be the International Arbitration Act (Chapter 143A, 2002 Ed, Statutes of the Republic of Singapore) or its modification or re-enactment thereof.

### **33. Exclusion of Liability**

- 33.1 The Centre including its officers, employees or agents, or any arbitrator shall not be liable for:
- a. negligence for anything done or omitted to be done 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 award.
- 33.2 The Centre including its officers, employees or agents, or any arbitrator shall not be under any obligation to make any statement to any person about any matter concerning the arbitration. No party shall seek to make any officer, employee or agent of the Centre, or any arbitrator, a witness in any legal proceedings arising out of the arbitration whether before, during or after the arbitration.

#### **34. Confidentiality**

- 34.1 The parties and the Tribunal shall at all times treat all matters relating to the proceedings, and the award as confidential.
- 34.2 A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except:
  - a. for the purpose of making an application to any competent court of any State under the applicable law governing the arbitration;
  - b. for the purpose of making an application to the courts of any State to enforce or challenge the award;
  - c. pursuant to the order of or a subpoena issued by a court of competent jurisdiction;
  - d. to a party's legal or other professional advisor for the purpose of pursuing or enforcing a legal right or claim;
  - e. in compliance with the provisions of the laws of any State which is binding on the party making the disclosure; or
  - f. in compliance with the request or requirement of any regulatory body or other authority.
- 34.3 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 created for the purpose of the arbitration 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. General Provisions**

- 35.1 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.
- 35.2 The provisions in these Rules shall insofar as they relate to the powers and functions of the Tribunal be interpreted by the Tribunal. All other provisions shall be interpreted by the Registrar.
- 35.3 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 the fair, expeditious and economical conclusion of the arbitration and the enforceability of the award.

- 35.4 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 I

### 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**

1. 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.
2. Notwithstanding Rule 32, the law of the arbitration to which this Schedule applies shall be the Arbitration Act (Chapter 10, 2002 Ed, Statutes of the Republic of Singapore) or its modification or re-enactment thereof.

#### **Article 3 – Summary Award**

1. Upon the expiry of the time limit for the filing of all case statements under Rule 16 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 affidavit(s) stating the full facts and detailed grounds in support of it.
3. Within 21 days after service of the application and affidavit(s), the other party must, if it wishes to contest the application, file and serve affidavit(s) in opposition. The applicant must file any reply affidavit(s) 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 close of hearing unless extended by the Registrar.

6. Costs referred to in Rules 29, 30 and 31 of these Rules may be awarded in the discretion of the Tribunal.
7. Rules 27.1, 28.1 and 28.2 of these Rules shall apply, *mutatis mutandis*, to a summary award made under this Article.
8. Where the application is dismissed, the Tribunal shall proceed to draw up the Memorandum of Issues under Rule 17 of these Rules and continue with the arbitration.