

# Singapore International Arbitration Centre

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 [siac.org.sg/faqs](http://siac.org.sg/faqs)

## General

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### 1 What is the Singapore International Arbitration Centre (**SIAC**)?

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*SIAC is an independent, neutral and not-for-profit global arbitration institution which provides case management services to the international business community. In terms of its international administered caseload, SIAC is amongst the Top 5 institutions in the world.<sup>1</sup>*

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### 2 Can SIAC provide legal advice?

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*No. In its position as an independent and neutral arbitration institution, SIAC does not act on behalf of any party in arbitration proceedings, nor does it provide any legal advice.*

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### 3 What are the benefits of arbitration?

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- *Arbitration is a less formal process than court litigation, and it is conducted in private, away from the glare of the media and the public. Parties to the arbitration, as well as arbitrators, are generally obliged to maintain the confidentiality of all matters relating to the arbitration proceedings and the arbitration award.*
- 
- *Parties are free to appoint their own arbitrators, engage their preferred counsel and choose the procedures and rules for the conduct of an arbitration.*
- 
- *Parties are generally assured of finality once the arbitration award is issued as there are limited avenues for appeal against an arbitration award.*
- 
- *The arbitration process can be more cost-effective and efficient than court litigation.*
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#### 4 What are the benefits of arbitration in Singapore?

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*Singapore has a reputation, not only as a hub for transnational trade and investment, but also as a key neutral venue for the resolution of cross-border disputes.*

*Singapore is also one of the most preferred seats of arbitration in the world.<sup>2</sup> A number of factors have contributed to this popularity:*

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- *comprehensive legal infrastructure that is supportive of arbitration, including the adoption of the UNCITRAL Model Law on International Commercial Arbitration (1985);*
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- *robust and efficient legal system, as well as a judiciary that is supportive of arbitration;*
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- *convenient geographical location and political neutrality;*
- 
- *use of technology and availability of infrastructure that supports new technology;*
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- *world-class facilities and services at Maxwell Chambers for arbitration hearings; and enforceability of Singapore-issued arbitral awards in more than 150 countries through the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (**New York Convention**) (subject to any local/domestic legislation and/or requirements.*
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## **SIAC Arbitration**

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5 What types of disputes does SIAC administer?

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*SIAC administers a wide range of disputes, including, among others, corporate and commercial, trade and investment, construction/engineering, shipping/maritime, insurance, intellectual property, and banking and finance.*

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6 Does SIAC administer investment disputes?

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*Yes. On 1 January 2017, SIAC released the first edition of the Investment Arbitration Rules of the Singapore International Arbitration Centre (IA Rules 2017). The IA Rules 2017 can be applied by agreement in disputes involving a State, State-controlled entity or intergovernmental organisation, whether arising out of a contract, treaty, statute or other instrument.*

*SIAC has also administered investment disputes under the SIAC Rules and served as the appointing authority in investment disputes under the UNCITRAL Arbitration Rules.*

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7 How international is SIAC?

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*In 2015, parties from 55 jurisdictions and 6 continents were involved in SIAC arbitrations. The [SIAC Secretariat](#) is made up of legal counsel qualified in multiple jurisdictions. The [Court of Arbitration of SIAC \(SIAC Court\)](#), which oversees SIAC's case management, is comprised of 18 eminent arbitration practitioners and arbitrators from around the world, representing both the common law and civil law traditions.*

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8 Is there a minimum or maximum claim amount for SIAC arbitrations?

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*No. There is no minimum or maximum claim amount for cases to be administered by SIAC.*

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9 Can SIAC administer arbitrations in languages other than English?

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*Yes. SIAC has fluency in English as well as Bahasa Indonesia, Chinese, French, Hindi, Korean, Lithuanian, Malay, Russian and Tagalog. If the arbitration agreement so requires, SIAC is generally able to administer the case in languages other than English. Where necessary, parties may be asked to provide translations of documents.*

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10 Can SIAC administer arbitrations where the governing law of the contract is not Singapore law?

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*Yes. SIAC is able to administer arbitrations where the governing law of the contract is not Singapore law. The most commonly selected governing laws are Singapore law, English law and Indian law.*

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11 Can SIAC administer arbitrations where the seat of arbitration is not Singapore?

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*Yes. SIAC is able to administer arbitrations where the seat of arbitration is not Singapore.*

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12 Is there a default seat of arbitration under the SIAC Rules?

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*No. Under the [SIAC Rules 2016](#), parties may agree on the seat of arbitration; failing such agreement, the Tribunal shall determine the seat of arbitration.*

*Singapore is the default seat of arbitration for emergency arbitration proceedings unless parties have agreed otherwise.*

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13 Do hearings in SIAC-administered arbitrations need to be held in Singapore?

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*No. Generally, and subject to any agreement to the contrary or other circumstances, hearings in SIAC-administered arbitrations do not need to be held in Singapore. It is also possible for parties to agree on a 'documents-only' arbitration.*

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14 Can international parties having no connection with Singapore refer a case to SIAC for administration?

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*Yes. Approximately half of the cases filed with SIAC have absolutely no connection with Singapore.*

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15 How long do SIAC-administered arbitrations take?

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*The mean duration of cases at SIAC is 13.8 months, and the median duration is 11.7 months. Please see the [SIAC Costs and Duration Study](#) for a more detailed breakdown on duration. Please note that these are aggregate figures which may not be representative of the duration of any particular case.*

*The actual duration of any case will depend on, among other factors, the number of arbitrators, total amount in dispute, complexity, schedule for submissions, interlocutory applications, discovery, factual witnesses and/or expert witnesses, hearing days and the respective calendars of parties and the Tribunal.*

*In the event that parties would like a ‘fast-track’ arbitration, the SIAC Expedited Procedure requires the final award to be issued within 6 months of the constitution of the Tribunal, unless the Registrar extends the time for making the final award.*

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16 What are SIAC’s operating hours?

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*SIAC’s operating hours are Monday to Friday, 9.00 am to 5.30 pm (Singapore time). Outside of those hours, we remain contactable at all times at [casemanagement@siac.org.sg](mailto:casemanagement@siac.org.sg).*

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17 Does SIAC have a model arbitration clause?

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*Yes. In drawing up international contracts, SIAC recommends that parties include the [SIAC Model Clause](#):*

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*Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.*

*The seat of the arbitration shall be [Singapore].\**

*The Tribunal shall consist of \_\_\_\_\_ \*\* arbitrator(s).*

*The language of the arbitration shall be \_\_\_\_\_.*

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Parties should also include an applicable law clause:

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This contract is governed by the laws of \_\_\_\_\_ . \*\*\*

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\* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace “[Singapore]” with the city and country of choice (e.g. “[City, Country]”).

\*\* State an odd number. Either state one, or state three.

\*\*\* State the country or jurisdiction.

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## Commencing an arbitration at SIAC

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18 Can a party commence arbitration at SIAC without an arbitration clause?

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*No. Unless there is an arbitration clause in the contract or parties have a post-dispute agreement to refer the dispute to arbitration at SIAC or arbitration in accordance with the SIAC Rules, SIAC will not be able to administer the arbitration.*

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19 Would an arbitration clause which provides for “*arbitration in Singapore*” be sufficient for SIAC to administer the arbitration under the SIAC Rules?

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*No. An arbitration agreement referring to “arbitration in Singapore” may not sufficiently provide for SIAC-administered arbitration, although it may provide for ad hoc arbitration seated in Singapore.*

*To ensure that parties’ intention for arbitration at SIAC under the SIAC Rules is reflected in the contract, parties may wish to use the SIAC Model Clause.*

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20 Does SIAC act as an appointing authority?

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*Yes. The President of the Court of Arbitration of SIAC (**President**) is the default appointing authority in Singapore under the International Arbitration Act (Cap. 143A) and the Arbitration Act (Cap. 10). As such, where parties require an arbitrator to be appointed in an ad hoc arbitration seated in Singapore and parties have failed to agree on the appointment of an arbitrator, SIAC can assist in making such appointments. An appointment fee is payable to SIAC for such appointments.*

*SIAC also frequently acts as the appointing authority for arbitrations conducted under the UNCITRAL Arbitration Rules.*

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21 Does SIAC administer cases conducted under the UNCITRAL Arbitration Rules?

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*Yes. SIAC is able to administer arbitrations under the UNCITRAL Arbitration Rules (1976, 2010 and 2013 versions) where parties have agreed to SIAC administering such arbitrations. SIAC has issued Practice Notes to provide guidance on its administration of cases under the UNCITRAL Arbitration Rules.*

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22 How is an arbitration at SIAC under the SIAC Rules commenced?

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*Provided that parties have agreed to refer a dispute to arbitration at SIAC or arbitration in accordance with the SIAC Rules, an arbitration may be commenced by filing a Notice of Arbitration with the Registrar of the Court of Arbitration of SIAC (**Registrar**), together with payment of the requisite Case Filing Fee.*

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23 How much are the Case Filing Fees?

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*Under SIAC's Schedule of Fees, the Case Filing Fee for Singapore parties is SGD 2,140 (inclusive of 7% GST). The Case Filing Fee for overseas parties is SGD 2,000. The Case Filing Fee is payable by the Claimant.*

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24 How is a Notice of Arbitration filed?

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*The Notice of Arbitration may be filed with SIAC by hand, registered post, courier service, email or facsimile. The Notice of Arbitration should be addressed to the Registrar. SIAC's contact details are as follows:*

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*Email: [casemanagement@siac.org.sg](mailto:casemanagement@siac.org.sg) (email size should not exceed 5MB)  
Fax.: +65 6713 9778  
Address: 28 Maxwell Road, #03-01 Maxwell Chambers Suite, Singapore 069120*

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*A copy of the Notice of Arbitration should be sent to the Respondent; the Claimant should notify SIAC as to the mode of service and the date of service.*

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25 Can SIAC provide a sample Notice of Arbitration?

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*No. SIAC does not provide a template for the Notice of Arbitration, and parties are free to submit the Notice of Arbitration in their preferred format. The Notice of Arbitration, however, should comply with the formal requirements set out in Rule 3.1 of the SIAC Rules 2016.*

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26 If there are claims arising out of more than one contract, and the preference is for the claims to be heard in one arbitration proceeding, how would the arbitration(s) be commenced?

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*There are two options open to the Claimant in this situation. The Claimant may either:*

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- (i) file one Notice of Arbitration in respect of each arbitration agreement invoked, and concurrently submit an application to consolidate the arbitrations; or*
  - (ii) file a single Notice of Arbitration in respect of all arbitration agreements invoked which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the requirements for consolidation are satisfied.*
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*In the above circumstances, the Registrar will accept a single Case Filing Fee in the first instance, subject to the decision on the application for consolidation.*

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27 Who decides an application for consolidation?

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*Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, an application for consolidation of two or more arbitrations pending under the SIAC Rules 2016 is filed with the Registrar. The SIAC Court will then decide whether to grant, in whole or in part, the application for consolidation.*

*If a party seeks to consolidate two or more arbitrations pending under the SIAC Rules 2016 after the constitution of any Tribunal in the arbitrations sought to be consolidated, the application for consolidation is made to the Tribunal.*

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28 Upon receipt of the Notice of Arbitration, how does the Respondent file the Response to the Notice of Arbitration?

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*The Response to the Notice of Arbitration may be filed with SIAC by hand, registered post, courier service, email or facsimile. The Response to the Notice of Arbitration should be addressed to the Registrar. SIAC's contact details are as follows:*

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Email: [casemanagement@siac.org.sg](mailto:casemanagement@siac.org.sg) (email size should not exceed 5MB)  
Fax.: +65 6713 9778  
Address: 28 Maxwell Road, #03-01 Maxwell Chambers Suite, Singapore  
069120

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*A copy of the Response to the Notice of Arbitration should be sent to the Claimant; the Respondent should notify SIAC as to the mode of service and the date of service.*

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29 Is it possible to join a third party in an ongoing arbitration?

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*Yes. Under the SIAC Rules 2016, a party to an arbitration that is pending under the SIAC Rules 2016 may apply to join a non-party in the proceedings. Prior to the constitution of the Tribunal, the application is filed with the Registrar. The SIAC Court will then decide whether to grant, in whole or in part, the application for joinder.*

*After the constitution of the Tribunal in the arbitration proceedings in which the non-party is to be joined, the application for joinder will be decided by the Tribunal.*

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30 There is an ongoing arbitration between Party A and Party B. Can Party C apply to participate in the arbitration?

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*Yes. Under the SIAC Rules 2016, a non-party may apply to be joined in an arbitration that is pending under the SIAC Rules 2016. Prior to the constitution of the Tribunal, the SIAC Court will decide whether to grant, in whole or in part, the application for joinder. After the constitution of the Tribunal in the arbitration proceedings in which the non-party is to be joined, the application for joinder will be decided by the Tribunal.*

*Where appropriate, a non-party may file the application for joinder with the Registrar who will then transmit the application to the SIAC Court or the Tribunal, respectively.*

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31 Does the Respondent have to pay a filing fee for a counterclaim?

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*Yes. A Respondent who wishes to bring a counterclaim in pending arbitration proceedings must pay a Counterclaim Filing Fee for the counterclaim. Under SIAC's Schedule of Fees, the Counterclaim Filing Fee for Singapore parties is SGD 2,140 (inclusive of 7% GST). The Counterclaim Filing Fee for overseas parties is SGD 2,000.*

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32 What happens if the Claimant fails to pay the Case Filing Fee?

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*If the Claimant does not pay the Case Filing Fee, the Registrar may determine that the Notice of Arbitration is not complete, or not substantially complete, and the arbitration will not be commenced.*

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33 What happens if the Respondent fails to pay the Counterclaim Filing Fee?

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*If the Respondent fails to pay the Counterclaim Filing Fee, the counterclaim may be deemed as not filed and the arbitration will proceed without any counterclaim.*

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34 How are filing fees paid?

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*Payments may be made by a local cheque payable to "Singapore International Arbitration Centre" or by bank transfer to SIAC's bank account. For updated bank details, please contact SIAC by telephone at +65 6713 9777 or by email at [casemanagement@siac.org.sg](mailto:casemanagement@siac.org.sg).*

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**Costs of the Arbitration**

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35 What is included in “costs of the arbitration”?

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*The “costs of the arbitration” are defined in the SIAC Rules 2016 as including:*

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- (i) the Tribunal’s fees and expenses and the Emergency Arbitrator’s fees and expenses, where applicable;*
  - (ii) SIAC’s administration fees and expenses; and*
  - (iii) the costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.*
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*“Costs of the arbitration” do not include parties’ legal fees and other costs.*

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36 How are the costs of the arbitration calculated?

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*Arbitrations at SIAC operate on an ad valorem system, in which the costs of the arbitration are generally based on the value of the claim.<sup>3</sup>*

*When an arbitration is first commenced, SIAC will estimate the maximum costs of the arbitration based on the total value of the claim(s) and counterclaim(s) in the arbitration proceedings in accordance with the SIAC Schedule of Fees. SIAC will then call for deposits based on these estimated maximum costs of the arbitration.*

*The actual costs of the arbitration are only determined at the end of the arbitration proceedings based on a proportion of the estimated maximum costs of arbitration.*

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37 If parties cannot quantify the value of their claims in the dispute, how would SIAC estimate the costs of the arbitration?

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*If parties are unable to quantify the amount of the claim or the counterclaim at the time the deposits are due, the Registrar will make a provisional estimate of the costs of the arbitration based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.*

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38 How much do SIAC arbitrations cost?

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*Parties may wish to use SIAC's online [Fee Calculator](#) to arrive at an approximation of the costs of arbitration. Parties may alternatively consult SIAC's Schedule of Fees to calculate the maximum costs of arbitration.*

*Based on the [SIAC Costs and Duration Study](#), the mean total costs of arbitration for all cases at SIAC is SGD 109,729 (USD 80,337), and the median total costs of arbitration is SGD 40,416 (USD 29,567). Please note that these are aggregate figures which may not be representative of the total costs of arbitration of any particular case.*

*The actual costs of arbitration of any case will depend on, among other factors, the number of arbitrators, total amount in dispute, complexity, work performed by the Tribunal and SIAC, and overall duration of the proceedings.*

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39 The amount requested by SIAC is different than the figures obtained using SIAC's online Fee Calculator. Why do the figures differ?

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*The estimated costs of arbitration using SIAC's online [Fee Calculator](#) do not include expenses that may be incurred in the arbitration (e.g. Tribunal's expenses and SIAC's expenses) and any applicable taxes.*

*SIAC will generally apply a 15% mark-up on the estimated maximum costs of arbitration in cases where a sole arbitrator Tribunal is appointed, and a 20% mark-up on the estimated maximum costs of arbitration in cases where a three-member Tribunal is appointed, to account for such expenses and disbursements.*

*SIAC may also call for additional deposits over and above these amounts as may be appropriate in certain cases.*

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## Party Representation & Arbitrators

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40 Does SIAC maintain a panel of arbitrators?

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*Yes. SIAC maintains a Panel of Arbitrators comprised of experienced, qualified and well-known arbitrators from over 40 jurisdictions. SIAC also maintains a specialist Panel of Arbitrators for Intellectual Property Disputes.*

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41 Can a party nominate an arbitrator who is not on SIAC's Panel of Arbitrators?

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*Yes. Parties to an arbitration are free to nominate arbitrators of their choice. It is not necessary for parties' nominees to be on SIAC's Panel of Arbitrators.*

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42 Must arbitrators be lawyers?

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*No. Subject to the circumstances of the case, it is not necessary for arbitrators to be lawyers or to have a legal background. As an example, there are engineers, quantity surveyors, architects and master mariners who are on SIAC's Panel of Arbitrators.*

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43 How does a candidate apply for SIAC's Panel of Arbitrators?

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*Please send a completed application form and your curriculum vitae (CV) highlighting your arbitration experience, together with a non-refundable processing fee of SGD 535 (being SGD 500 plus 7% Goods and Services Tax (GST)) which is applicable to both Singapore and international applicants. Your application may also be accompanied by a covering letter and references.*

*The applicable form and CV template may be downloaded [here](#).*

*Payments may be made by a local cheque payable to "Singapore International Arbitration Centre". Please indicate your name, contact number and the identification of "Panel Application" on the reverse side of the cheque. Local cheques should be sent to:*

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*The Registrar  
Singapore International Arbitration Centre  
28 Maxwell Road #03-01  
Maxwell Chambers Suite  
Singapore 069120*

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*Alternatively, payments may be made by bank transfer to SIAC's bank account. For updated bank details, please contact us by telephone at +65 6713 9777 or by email at [panel@siac.org.sg](mailto:panel@siac.org.sg).*

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44 Do parties need to be represented by lawyers in SIAC arbitrations?

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*No. Parties to a dispute do not necessarily need to be represented by lawyers in SIAC arbitrations, although it is recommended.*

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45 Can a lawyer who is not qualified in Singapore represent a party in an SIAC arbitration?

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*Yes. There are no restrictions on foreign law firms or foreign counsel acting in arbitrations in Singapore. However, if the dispute involves issues of Singapore law, parties may wish to engage Singapore counsel to advise on such issues.*

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## Conduct of Arbitration

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46 What is the SIAC Expedited Procedure?

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*The Expedited Procedure is a special, 'fast-track' procedure that is available by application in SIAC arbitrations. Where a case is conducted under the Expedited Procedure, the final award will be issued within 6 months of the constitution of the Tribunal, unless the Registrar extends the time for making the final award.*

*A party may apply to the Registrar in writing for arbitration proceedings to be conducted in accordance with the Expedited Procedure where any of the following criteria is satisfied:*

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- (a) the amount in dispute does not exceed the equivalent amount of SGD 6,000,000, representing the aggregate of the claim, counterclaim and any defence of set-off;*
  - (b) the parties agree to the Expedited Procedure; or*
  - (c) in cases of exceptional urgency.*
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*A case conducted under the SIAC Expedited Procedure will typically be heard before a sole arbitrator Tribunal, unless the President decides otherwise.*

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47 Who decides if a case should proceed under the Expedited Procedure?

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*The President will determine whether the arbitration proceedings will be conducted in accordance with the Expedited Procedure.*

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48 What happens if the circumstances of the case change and it is no longer possible or practical to proceed under the Expedited Procedure?

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*A party may make an application to the Tribunal for the case to be taken off the Expedited Procedure.*

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49 What is the SIAC Emergency Arbitrator procedure?

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*The Emergency Arbitrator procedure is a special procedure whereby an Emergency Arbitrator is appointed to hear applications for urgent interim relief prior to the constitution of the Tribunal. SIAC was the first Asian arbitration institution to offer this procedure and has received more than 50 applications for the appointment of an Emergency Arbitrator since 1 July 2010.*

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50 How does a party apply for the appointment of an Emergency Arbitrator?

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*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 the appointment of an Emergency Arbitrator. 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 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 President shall, if he determines that SIAC should accept the application for emergency interim relief, seek to appoint an Emergency Arbitrator within **one day** of receipt by the Registrar of such application and payment of the administration fee and deposits.*

*Based on SIAC's Schedule of Fees, applications for the appointment of an Emergency Arbitrator must be accompanied by payment of a non-refundable fee of SGD 5,350 (inclusive of 7% GST) for Singapore parties, or SGD 5,000 for overseas parties. The deposits towards the Emergency Arbitrator's fees and expenses are fixed at SGD 30,000 unless the Registrar determines otherwise. The Emergency Arbitrator's fees are fixed at SGD 25,000 unless the Registrar determines otherwise. To avoid delay, it is recommended that a party applying for the appointment of an Emergency Arbitrator include payment for both the application fee and the deposits in its application.*

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51 Is there a summary procedure?

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*In addition to the Expedited Procedure, the SIAC Rules 2016 offer a procedure for the early dismissal of claims and defences. A party may make an application to the Tribunal for the early dismissal of a claim or defence on the basis that:*

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- (a) a claim or defence is manifestly without legal merit; or*
  - (b) a claim or defence is manifestly outside the jurisdiction of the Tribunal.*
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*SIAC was the first major commercial arbitration institution to include this provision in its Rules.*

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52 Are awards rendered in SIAC arbitrations enforceable outside Singapore?

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*Awards in SIAC arbitrations are generally enforceable outside Singapore. SIAC and Singapore awards have been enforced in various jurisdictions, including Australia, China, Hong Kong SAR, India, Indonesia, Jordan, Malaysia, Thailand, Vietnam, UK and USA.*

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53 Does SIAC scrutinise the Tribunal's award?

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*Yes. Pursuant to Rule 32.3 of the SIAC Rules 2016, prior to making any award, the Tribunal is required to submit the award in draft form to the Registrar. The Registrar may suggest modifications to the form of the award and, without affecting the Tribunal's liberty of decision, may also draw the Tribunal's attention to points of substance. No award shall be made by a Tribunal until it has been approved by the Registrar as to its form.*

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## Other Commonly Asked Questions

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54 Can SIAC appoint arbitrators in *ad hoc* cases?

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*Yes. Subject to the terms of the arbitration agreement, SIAC accepts requests for appointment of arbitrators in ad hoc cases. SIAC is also able to perform fund-holding services in ad hoc arbitrations.*

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55 How much are SIAC's appointment fees?

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*Under SIAC's Schedule of Fees, the appointment fee for Singapore parties is SGD 3,210 for one arbitrator, SGD 4,280 for two arbitrators and SGD 5,350 for three arbitrators. The fees are inclusive of 7% GST.*

*The appointment fee for overseas parties is SGD 3,000 for one arbitrator, SGD 4,000 for two arbitrators and SGD 5,000 for three arbitrators.*

*There are no separate appointment fees in SIAC-administered arbitrations.*

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56 How are appointment fees paid?

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*Payments may be made by a local cheque payable to "Singapore International Arbitration Centre" or by bank transfer to SIAC's bank account. For updated bank details, please contact us by telephone at +65 6713 9777 or by email at [casemanagement@siac.org.sg](mailto:casemanagement@siac.org.sg)*

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57 Does SIAC offer authentication and certification services?

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*Under the International Arbitration Act (Cap. 143A), the Registrar and Deputy Registrar are persons appointed to authenticate any award or arbitration agreement or to certify copies thereof. Please see SIAC's "[Authentication & Certification Service](#)" for more information on this process.*

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58 What is the difference between arbitration and mediation?

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*In arbitration, the arbitrator looks into the legal rights and wrongs of a dispute and makes a decision. Once the arbitrator has arrived at a decision, it is binding on parties whether they agree with it or not. It is very much like the way a court case is decided by a judge, except that the process does not take place in a courtroom, and it is not open to the public. As in a court case, there is usually a winning and a losing party in arbitration.*

*In mediation, the mediator helps parties to settle their disputes through a process of discussion and narrowing of differences. The mediator helps the parties to arrive at an agreed solution. He does not decide the dispute. A successful mediation results in an agreement signed by the parties, whereas a contested arbitration results in a decision by the arbitrator. In mediation, there is no such thing as a winning or losing party because there is no binding decision. Instead, the parties are free to agree on both legal and non-legal solutions to the dispute which best suit their respective interests and needs.*

*SIAC handles the administration of arbitrations in Singapore. The Singapore International Mediation Centre (**SIMC**) manages international mediation cases in Singapore.*

*For more information on SIMC, please click [here](#).*

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59 What is Arb-Med-Arb? What is the SIAC-SIMC Arb-Med-Arb Protocol?

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*Parties who have an arbitration agreement may wish to refer their dispute to mediation, either before they commence arbitration or in the course of the arbitration.*

*“Arb-Med-Arb” is a process whereby a dispute is first referred to arbitration before mediation is attempted. If parties are able to settle their dispute through mediation, their mediated settlement may be recorded by the Tribunal in the form of a consent award. The consent award is generally accepted as an arbitral award, and, subject to any local legislation and/or requirements, is generally enforceable in more than 150 countries under the New York Convention. If parties are unable to settle their dispute through mediation, they may continue with the arbitration proceedings.*

*Under the SIAC-SIMC Arb-Med-Arb Protocol, the arbitrator(s) and the mediator(s) will be separately and independently appointed by SIAC and SIMC respectively, under the applicable arbitration rules and mediation rules of each institution. Unless the parties otherwise agree, the arbitrator(s) and the mediator(s) will generally be different persons.*

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60 How should parties provide for Arb-Med-Arb?

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*Parties wishing to take advantage of this tiered dispute resolution mechanism as administered by SIAC and SIMC, may consider incorporating the Singapore Arb-Med-Arb Clause in their contracts:*

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*Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.*

*The seat of arbitration shall be [Singapore].\**

*The Tribunal shall consist of \_\_\_\_\_ arbitrator(s).\*\**

*The language of the arbitration shall be \_\_\_\_\_.*

*The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre (“SIMC”) in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.*

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*\* Parties should specify the seat of arbitration of their choice. If parties wish to select an alternative seat to Singapore, please replace “[Singapore]” with the city and county of choice.*

*\*\* State an odd number. Either state one, or state three.*

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<sup>1</sup> MARK MANGAN, LUCY REED & JOHN CHOONG, A GUIDE TO THE SIAC ARBITRATION RULES 16 (2014).

<sup>2</sup> See ICC, “ICC report confirms Singapore as a leading Asia arbitration hub” (6 June 2016) (online: <http://www.iccwbo.org/News/Articles/2016/ICC-report-confirms-Singapore-as-a-leading-Asia-arbitration-hub/>); see also White & Case LLP, “The 2010 International Arbitration Survey: Choices of International Arbitration” (2010).

<sup>3</sup> Prior to the constitution of the Tribunal, parties may agree on alternate forms of remuneration for the Tribunal’s fees (e.g. an hourly rate).