



AI COMMENTARY: SIAC ARBITRATION RULES 2016

Prepared by Galadari Advocates & Legal Consultants with ChatGPT

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About Galadari

Galadari is a full-service Emirati law firm dedicated to providing legal solutions at every stage of the business cycle.

Since 1983, we have supported the development of the United Arab Emirates (UAE) legal framework, while contributing to the industry and driving great commercial impact across the Emirates and supporting our clients to navigate through their challenges.

For four decades, our goal has been to deliver the highest-quality product to solve complication issues. Our team take pride in our uncompromising approach to quality and recognise everything we do, or produce is a measurement of our commitment to quality. We give 100% the first time and every time.

Our legal team consists of over 60 locally qualified Emirati and international lawyers across 3 offices in the UAE who are fluent in 18 different languages. Our Emirati advocates have full rights of audience across all UAE Courts. Our team aims to provide the highest standard of legal service and maintain the same level of quality at every point of contact.

Aligned with our core values, Galadari is committed to being a responsible business. We are actively progressing towards a diverse and inclusive workforce, using our legal capabilities to do good in the community through pro bono work, supporting communities and charities across the UAE, and reducing our environmental impact.

Galadari's International Arbitration Practice

Galadari “are a local law firm with international standards and lawyers, familiar with local UAE laws, DIFC laws, and international laws” (*The Legal 500 EMEA – UAE 2023*).

With over four decades of experience in the UAE, our team possesses extensive expertise gained from their involvement in high-profile, intricate disputes worth millions of dollars across the region. Clients rely on our broad-ranging knowledge to guide them on the most suitable strategy for their business when faced with a dispute, whether as the claimant or respondent.

We represent clients in proceedings governed by a variety of international arbitration bodies, including ICC, LCIA, SCC, SCIA, DIAC, and GCC CAC. Additionally, we also provide representation in ad-hoc arbitration cases, and arbitration-related proceedings before the courts of Dubai, the DIFC, Abu Dhabi, and the ADGM.

With one of the largest teams of Emirati advocates in the country, we offer a one-stop shop from the initiation to the conclusion of any arbitration, eliminating the need for external counsel.

Clients and legal directories continuously praise our forward-thinking approach. The team was shortlisted for Arbitration Law Firm of the Year by Thomson Reuters Asian Legal Business Middle East Law Awards 2023, and Arbitration Team of the Year in Law.com International's Middle East Legal Awards 2023.

Galadari's International Arbitration Team



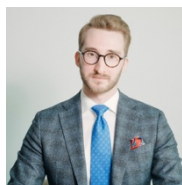
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Editors' Preface

Galadari's Artificial Intelligence (AI) Commentary on arbitration rules, laws, and treaties, was composed by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov.

The term 'artificial intelligence' (AI) was first suggested by John McCarthy in 1955, defining it as a challenge "*of making a machine behave in ways that would be called intelligent if a human were so behaving*".

Almost seventy years later, further to multiple waves advancing AI technologies and notwithstanding several so-called 'AI winters' (prolonged periods of time when interest and investment in AI was significantly decreasing), AI has finally arrived as an essential technology for our future development and is here to stay. Today, leading AI platforms are able to maintain logical conversations their users, thus, satisfying Mr McCarthy's problem by making a machine behave intelligently.

The benefits of AI for both individuals and businesses have transitioned from being purely theoretical to practicable and, to a great extent, quantifiable. For legal practitioners, presently, such quantifiable benefits would likely be based on the billable time saved, for example, on document review and textual analysis or production of documents based on standard templates. Further, there is a huge potential to use AI to write simple code automating mundane tasks, such as generation of exhibit lists, (re)numbering of exhibits, bulk-conversion of documents from one file format into another, updating cross-references or footnotes in a document — one can think of plenty of use cases and what is needed is a bit of knowledge on how to make basic changes to that code and run it. However, as of the date of this publication, it seems that the general consensus among legal practitioners is that AI systems cannot be reliably used for legal research and all of the results of such research would still have to be reviewed with great care by human lawyers.

Galadari's AI Commentary on arbitration rules, laws, and treaties, is an experiment focussed on using AI to ascertain the current quality of AI analysis, and to determine whether AI is able to digest large quantities of complex information and produce an accurate and logical analysis of the relevant text in respect of various arbitration rules.

In the development of this AI Commentary, we used ChatGPT (GPT-3.5), an AI-powered language model developed by OpenAI. This AI model is capable of generating human-like text based on context and past conversations. The method used, for consistency, and not due to lack of imagination, implemented the use of the following prompt template to generate commentary on each provision of the relevant text: 'analyse article/section X of arbitration law/rules/treaty'.

Overall, the general outcome of our experiment indicates that, in the majority of situations, ChatGPT was able to successfully dissect provisions, spot important nuances, and generate meaningful commentary on the relevant provisions. Specifically, once ChatGPT was presented with a provision for analysis, it would typically attempt to break down the text into separate aspects into a list or bullet point format, tackling each and summarising the provision at the end of its analysis. This approach is consistently observed by ChatGPT across all the AI Commentary publications. We found this method to be suitable and informative, allowing readers to process the analysis in a systematic manner and benefit from ChatGPT's separation of the provision into smaller bits that the reader may be specifically interested in. It was noted that ChatGPT does not overlook or miss certain aspects of a provision, which is a potential human risk factor. ChatGPT addressed every aspect of provisions without fail, for example:

Article 21.3 of the UAE Federal Law No. 6 of 2018 on Arbitration (“UAE Arbitration Law”): *“The Arbitral Tribunal may, at the request of any party or on its own motion, amend, suspend, or cancel an interim measure it has ordered, in exceptional circumstances, by prior notice to be given to the Parties.”*

ChatGPT: *“Article 21.3 of the UAE Arbitration Law grants the Arbitral Tribunal the authority to modify, suspend, or revoke interim measures it has previously ordered during the arbitration process. These changes can be made under specific conditions referred to as “exceptional circumstances”. Let us analyse this article:*

1. *Modification: The Tribunal can amend or alter the scope or conditions of an interim measure based on the evolving circumstances of the case.*
2. *Suspension: The Tribunal can suspend the enforcement of an interim measure temporarily if the circumstances warrant it.*
3. *Cancellation: The Tribunal can completely cancel or revoke an interim measure previously ordered if it deems it no longer necessary or appropriate.*
4. *Exceptional Circumstances: The Tribunal’s power to amend, suspend, or cancel interim measures is limited to exceptional circumstances, implying that such measures are not subject to routine or arbitrary alterations.*
5. *Prior Notice: The article requires the Tribunal to provide advance notice to the parties before making any changes to the interim measures. This ensures transparency and allows parties to present their positions on the proposed amendments.”*

The commentary produced using ChatGPT did display some shortcomings. For example, there were instances when ChatGPT would ‘hallucinate’, making something up, which is a well-known limitation not only for OpenAI and ChatGPT users but also for other AI systems, for example:

Extract from ChatGPT’s commentary on Article 2.4 of DIAC Arbitration Rules 2022 containing a reference to Article 32: *“This exception indicates that certain specific provisions, such as Article 32, may have limited application to agreements to arbitrate made before the effective date of the Rules. It provides flexibility for parties to agree on different rules or procedures regarding the settlement or termination of proceedings, even if the general principle of the Rules taking precedence over the parties’ agreement still applies.”*

Human lawyer: *Article 32 of DIAC Arbitration Rules 2022 does not concern ‘settlement or termination of proceedings’ but sets out provisions pertaining to expedited proceedings.*

Occasionally, ChatGPT would not appreciate the important distinction between ‘may’ or ‘should’ and the commanding ‘shall’, which can be crucial, for example:

Article 4.1(c) of DIAC Arbitration Rules 2022: *“Any party wishing to commence an arbitration under the Rules shall submit to the Centre a Request which shall include: [...] (c) a copy of any relevant agreement between the parties, which contains the agreement to arbitrate, in respect of which the claim arises; [...].”*

ChatGPT: *“Article 4.1 of the DIAC Arbitration Rules outlines the requirements for submitting a Request to commence an arbitration under the Rules. Let us analyse each component of this article: [...] Copy of relevant agreement: The Request ~~should~~ include a copy of any relevant*

agreement between the parties that contains the agreement to arbitrate, which is the basis for the claim being made.”

Parenthetically, ChatGPT sometimes would simply paraphrase a provision several times within a single answer or alter the format of the responses with a series of prompts within the same commentary. To be fair, most of these provisions were quite nominal and did not contain much substance for analysis, for example:

Definition of ‘Parties’ Article 1.1 of UAE Arbitration Law: *“Parties: The Claimant and the Respondent, whatever their number.”*

ChatGPT: *“Parties: Refers to the Claimant and the Respondent involved in the arbitration. The parties could be individuals, companies, or any legal entities engaged in a dispute.”*

It was expected that there would be such limitations, but it was pleasantly surprising that their frequency was much lower than anticipated.

Being cognisant of all the existing issues and scepticism within the legal community, we consider that this experimental AI Commentary could be of assistance to practitioners in at least two ways. First, it allows the reader an opportunity to perform a sense check on their understanding of a provision or its aspect against ChatGPT’s analysis. Second, the time required to produce 24 publications comprising the AI Commentary was significantly less than the typical duration needed to produce a single comprehensive commentary text on any of the relevant arbitration laws, rules, or treaties. Thus, should it become necessary, a similar AI commentary could be produced on any arbitration law/rules/treaty at a fraction of time and cost typically associated with such a task.

The purpose of publishing the AI Commentary is to provide arbitration practitioners and academics with a general sense of what is presently possible to achieve in the field of arbitration with the assistance of generative AI software, and encourage the arbitration community to push the boundaries of arbitration as a flexible, efficient, and effective dispute resolution method.

Notably, all commentary was generated with ChatGPT and was supported by a selective review by the Editors. Accordingly, the commentary may contain inaccurate and/or incomplete information. Readers are strongly advised to exercise caution reading the commentary with some scepticism and to keep a pencil in hand to note any inaccuracies. Needless to say, nothing in this text should be considered and/or relied upon as legal advice. For detailed information, please refer to OpenAI’s Terms & Policies.

This project would not be complete without front page illustrations, which were also generated by AI. DALL E, another OpenAI system capable of creating images based on prompts, was used for this purpose. The chosen concept is based on a watercolour painting style, primarily portraying athletic rivalries in locations that correspond to the relevant arbitration law, rules, or treaty. The hope is that the readers will find the illustrations aesthetically appealing.

Should you have any questions, comments, or observations, including any noticed errors, please do not hesitate to contact us directly via email at s.dilevka@galadarilaw.com.

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November 2023

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ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE¹SIAC RULES
(6TH EDITION, 1 AUGUST 2016)

1. Scope of Application and Interpretation

1.1 Where the parties have agreed to refer their disputes to SIAC for arbitration or to arbitration in accordance with the SIAC Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted pursuant to and administered by SIAC in accordance with these Rules.

Rule 1.1 of the SIAC 2016 Arbitration Rules establishes the fundamental principle that when parties have chosen to resolve their disputes through arbitration under the Singapore International Arbitration Centre (SIAC), they are automatically bound by and have implicitly agreed to abide by the SIAC Rules. Let us break down the key aspects and implications of this provision:

1. **Scope and Application:** Rule 1.1 specifies that this provision applies when the parties have agreed to submit their disputes to arbitration through SIAC or have agreed to arbitration under the SIAC Rules. In such cases, their agreement encompasses the entire framework outlined in the SIAC Rules.
2. **Deemed Agreement:** The provision states that by choosing SIAC arbitration, the parties are deemed to have agreed to conduct their arbitration in accordance with and subject to the SIAC Rules. This “deemed agreement” concept implies that the parties’ consent to arbitration inherently includes an acceptance of the procedural and administrative aspects provided by the SIAC Rules.
3. **Pursuant to and Administered by SIAC:** The provision emphasises that the arbitration will be “conducted pursuant to” the SIAC Rules, which means that the proceedings will follow the rules and procedures outlined in the SIAC Rules. Additionally, the arbitration will be “administered by” SIAC, indicating that SIAC will manage and oversee the arbitration process, including the appointment of arbitrators, administrative assistance, and more.
4. **Binding Nature:** The provision underscores that the parties are obligated to adhere to the SIAC Rules once they have agreed to submit their disputes to SIAC arbitration. This ensures the predictability and enforceability of the arbitration process and the awards that may result from it.
5. **Consistency and Efficiency:** By establishing a standardised framework for arbitration, this provision promotes consistency and efficiency in the arbitration process. All parties involved will operate under the same set of rules, reducing uncertainties and potential disputes regarding procedural matters.
6. **Autonomy and Party Control:** Despite the imposition of the SIAC Rules, this provision respects party autonomy by acknowledging that the parties’ initial agreement to use SIAC

¹ Source: https://siac.org.sg/wp-content/uploads/2022/06/SIAC-Rules-2016-English_28-Feb-2017.pdf.

arbitration is an expression of their choice. They have effectively chosen SIAC as the administering institution, which aligns with the principle of party autonomy in arbitration.

7. **Legal Certainty:** The provision contributes to legal certainty by making it clear that parties' choice of SIAC arbitration implies their agreement to abide by the SIAC Rules. This reduces the potential for disputes over procedural matters or jurisdictional issues that could arise without such a provision.

In summary, Rule 1.1 of the SIAC 2016 Arbitration Rules establishes the foundation for arbitration proceedings conducted under SIAC's auspices. It ensures that parties who choose SIAC arbitration are bound by the SIAC Rules and confirms SIAC's role in administering and overseeing the arbitration process. This provision promotes efficiency, consistency, and legal certainty in SIAC-administered arbitrations while respecting parties' autonomy in their choice of arbitration.

1.2 These Rules shall come into force on 1 August 2016 and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.

Rule 1.2 of the SIAC 2016 Arbitration Rules establishes the effective date and application scope of the rules. Let us break down the key elements and implications of this provision:

1. **Effective Date:** The provision states that the SIAC 2016 Arbitration Rules shall come into force on 1 August 2016. This is the date from which the rules become operational and apply to any arbitration proceedings initiated on or after this date.
2. **Application to Commenced Arbitrations:** The provision further specifies that the SIAC 2016 Arbitration Rules shall apply to any arbitration that is "commenced on or after that date." This means that arbitrations initiated by parties through the submission of their notice of arbitration on or after 1 August 2016 will be subject to these rules.
3. **Retroactive Effect:** The provision explicitly indicates that the rules will not have a retroactive effect. Arbitrations that were already underway before 1 August 2016, even if they are still ongoing after that date, will not be subject to the SIAC 2016 Arbitration Rules unless the parties explicitly agree otherwise.
4. **Parties' Agreement:** The provision recognises that the parties can agree otherwise regarding the application of the SIAC 2016 Arbitration Rules. This means that if the parties mutually consent, they can choose to apply these rules to arbitrations commenced before 1 August 2016.
5. **Legal Certainty:** By specifying the effective date and the scope of application, Rule 1.2 contributes to legal certainty. Parties, arbitrators, and other stakeholders can clearly determine which version of the rules applies to their arbitration, which helps prevent confusion and disputes about the applicable procedural framework.
6. **Transitional Period:** The provision acknowledges that there may be a transitional period during which arbitrations initiated before 1 August 2016 may still be ongoing. Parties and practitioners may need to navigate the transition between the previous version of the rules and the updated SIAC 2016 Arbitration Rules.

In summary, Rule 1.2 of the SIAC 2016 Arbitration Rules establishes the effective date of the rules and their application scope. It ensures that the new rules apply to arbitrations initiated on or after 1 August 2016 and provides parties with the flexibility to agree on the application of the rules to ongoing arbitrations initiated before that date. This provision promotes legal clarity and predictability in the arbitration process and respects parties' autonomy in choosing the rules that govern their proceedings.

1.3 In these Rules:

"Award" includes a partial, interim or final award and an award of an Emergency Arbitrator;

"Committee of the Court" means a committee consisting of not less than two members of the Court appointed by the President (which may include the President);

"Court" means the Court of Arbitration of SIAC and includes a Committee of the Court;

"Emergency Arbitrator" means an arbitrator appointed in accordance with paragraph 3 of Schedule 1;

"Practice Notes" mean the guidelines published by the Registrar from time to time to supplement, regulate and implement these Rules;

"President" means the President of the Court and includes any Vice President and the Registrar;

"Registrar" means the Registrar of the Court and includes any Deputy Registrar;

"Rules" means the Arbitration Rules of the Singapore International Arbitration Centre (6th Edition, 1 August 2016);

"SIAC" means the Singapore International Arbitration Centre; and

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

Any pronoun in these Rules shall be understood to be gender-neutral. Any singular noun shall be understood to refer to the plural in the appropriate circumstances.

Rule 1.3 of the SIAC 2016 Arbitration Rules provides definitions for various terms used in the rules. This rule is crucial for ensuring clarity and consistent interpretation of the rules. Let us break down the definitions and their implications:

1. **"Award":** The definition of "Award" is broad and includes partial, interim, or final awards. It also explicitly includes an award of an Emergency Arbitrator. This definition ensures that any type of award issued by the tribunal, including those issued by an Emergency Arbitrator, falls under the scope of the term "Award."
2. **"Committee of the Court":** This definition refers to a committee within the Court of Arbitration of SIAC, consisting of at least two members of the Court. The President has

the authority to appoint the members, and the committee’s role is likely related to certain administrative or decision-making functions within SIAC’s operations.

3. “Court”: “Court” refers to the Court of Arbitration of SIAC, and it also includes a Committee of the Court. This definition establishes the authority of SIAC’s governing body and its subdivisions to handle various matters related to arbitration proceedings.
4. “Emergency Arbitrator”: An “Emergency Arbitrator” is an arbitrator appointed in accordance with paragraph 3 of Schedule 1 of the rules. This term refers to the process through which parties can seek urgent interim relief before the constitution of the main arbitral tribunal.
5. “Practice Notes”: “Practice Notes” refer to guidelines published by the Registrar of SIAC from time to time. These guidelines supplement, regulate, and implement the SIAC 2016 Arbitration Rules. They offer practical guidance on the application of the rules in specific scenarios.
6. “President”: The “President” refers to the President of the Court, which includes any Vice President and the Registrar. This term identifies a key leadership role within SIAC, responsible for overseeing the administration of arbitration proceedings and related matters.
7. “Registrar”: The “Registrar” is the Registrar of the Court, responsible for administrative functions related to arbitration proceedings. This definition includes any Deputy Registrar, indicating that there may be officials assisting the Registrar in their duties.
8. “Rules”: “Rules” refer to the SIAC 2016 Arbitration Rules themselves, providing a clear reference to the version and edition of the rules that are being applied.
9. “SIAC”: “SIAC” stands for the Singapore International Arbitration Centre, which is the institution responsible for administering the arbitration proceedings under these rules.
10. “Tribunal”: “Tribunal” encompasses both a sole arbitrator and all the arbitrators when multiple arbitrators are appointed. This definition clarifies that it covers different configurations of the arbitral panel.
11. Gender-Neutral and Singular Noun Interpretation: The rule specifies that pronouns in the rules should be understood as gender-neutral, promoting inclusivity. Additionally, singular nouns are understood to refer to the plural in relevant contexts.

In summary, Rule 1.3 of the SIAC 2016 Arbitration Rules provides essential definitions for terms used throughout the rules. These definitions contribute to a clear and consistent understanding of the terms’ meanings and implications within the context of SIAC arbitration proceedings.

2. Notice and Calculation of Periods of Time

2.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any such notice, communication or proposal may be delivered by hand, registered post or courier service, or transmitted by any form of electronic communication (including electronic

mail and facsimile), or delivered by any other appropriate means that provides a record of its delivery. Any notice, communication or proposal shall be deemed to have been received if it is delivered: (i) to the addressee personally or to its authorised representative; (ii) to the addressee's habitual residence, place of business or designated address; (iii) to any address agreed by the parties; (iv) according to the practice of the parties in prior dealings; or (v) if, after reasonable efforts, none of these can be found, then at the addressee's last-known residence or place of business.

Rule 2.1 of the SIAC 2016 Arbitration Rules outlines the requirements and methods for providing notices, communications, or proposals in writing during the course of arbitration proceedings. Let us break down the key aspects of this part:

1. **Form of Communication:** The rule establishes that any notice, communication, or proposal exchanged between parties during arbitration proceedings must be in writing. This requirement ensures that important information and correspondence are properly documented and can be relied upon by the parties and the tribunal.
2. **Modes of Delivery:** The rule provides a range of options for delivering notices, communications, or proposals:
 - a. By hand
 - b. By registered post or courier service
 - c. Via electronic communication, including electronic mail and facsimile
 - d. By any other appropriate means that provides a record of delivery

This flexibility in delivery methods recognises the modern technological landscape and allows parties to choose a method that best suits their convenience and the urgency of the matter.

3. **Deemed Receipt:** The rule specifies the circumstances under which a notice, communication, or proposal shall be deemed to have been received:
 - a. Personally to the addressee or its authorised representative
 - b. At the addressee's habitual residence, place of business, or designated address
 - c. At any address agreed upon by the parties
 - d. According to the parties' established practice in prior dealings

If none of the above options are feasible after reasonable efforts, at the addressee's last-known residence or place of business.

These provisions establish clear guidelines for determining when a notice is considered received, thereby avoiding disputes over the timing of receipt.

In summary, Rule 2.1 of the SIAC 2016 Arbitration Rules provides a comprehensive framework for delivering notices, communications, and proposals during arbitration proceedings. It emphasises the

importance of written documentation, offers a range of delivery methods, and outlines specific conditions for deeming a notice as received. This rule ensures transparency, efficiency, and fairness in communication among the parties and the arbitral tribunal.

2.2 Any notice, communication or proposal shall be deemed to have been received on the day it is delivered in accordance with Rule 2.1.

Rule 2.2 of the SIAC 2016 Arbitration Rules establishes a fundamental principle regarding the deemed receipt of notices, communications, or proposals exchanged between parties during arbitration proceedings. Let us examine the key aspects of this part:

1. **Deemed Receipt Date:** The rule specifies that any notice, communication, or proposal sent in accordance with the requirements outlined in Rule 2.1 shall be deemed to have been received on the day it is delivered. This provision creates a clear and consistent standard for determining the date of receipt.
2. **Certainty and Predictability:** By providing a specific rule for determining the deemed receipt date, this rule enhances certainty and predictability in arbitration proceedings. Parties and the arbitral tribunal can rely on this rule to ascertain when a communication is legally considered to have been received.
3. **Alignment with Rule 2.1:** Rule 2.2 is closely aligned with Rule 2.1, which outlines the various methods of delivery and the circumstances under which a notice is deemed to have been received. Rule 2.2 reinforces the connection between proper delivery under Rule 2.1 and the corresponding point at which a communication is deemed received.

In summary, Rule 2.2 of the SIAC 2016 Arbitration Rules serves to establish a clear and unambiguous rule for determining the date on which notices, communications, or proposals are deemed to have been received. By aligning with the principles outlined in Rule 2.1, this rule contributes to the fairness and efficiency of arbitration proceedings by providing a standard method of calculating receipt dates.

2.3 For the purpose 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 deemed to have been received. Unless the Registrar or the Tribunal determines otherwise, any period of time under these Rules is to be calculated in accordance with Singapore Standard Time (GMT +8).

Rule 2.3 of the SIAC 2016 Arbitration Rules introduces provisions related to the calculation of time periods in the context of arbitration proceedings. Let us break down the key elements of this part:

1. **Calculation of Time Periods:** This rule establishes a rule for determining how time periods for various actions, responses, or deadlines are calculated under the SIAC 2016 Arbitration Rules. The starting point for calculating a period of time is the day following the deemed receipt of a notice, communication, or proposal, as determined by Rule 2.2.
2. **Time Zone Consideration:** The rule further clarifies that, unless otherwise determined by the Registrar or the Tribunal, all time periods are to be calculated based on Singapore

Standard Time (GMT +8). This standardises the approach to time calculation and ensures uniformity in the process.

3. **Predictability and Consistency:** By specifying both the starting point and the time zone for calculating periods, Rule 2.3 contributes to the predictability and consistency of arbitration proceedings. Parties and the arbitral tribunal can rely on a clear and standardised approach to determine when specific actions or responses are due.
4. **Flexibility in Time Zone Determination:** While the default time zone for calculation is set as Singapore Standard Time, the rule acknowledges the possibility for the Registrar or the Tribunal to determine an alternative time zone when necessary. This provision allows for flexibility in cases where parties or the circumstances require consideration of different time zones.

In summary, Rule 2.3 of the SIAC 2016 Arbitration Rules establishes a systematic approach for calculating time periods within arbitration proceedings. By specifying the starting point, standard time zone, and potential for flexibility, this rule enhances the clarity, fairness, and predictability of the arbitration process.

2.4 Any non-business days at the place of receipt shall be included in calculating any period of time under these Rules. If the last day of any period of time under these Rules is not a business day at the place of receipt in accordance with Rule 2.1, the period is extended until the first business day which follows.

Rule 2.4 of the SIAC 2016 Arbitration Rules addresses the treatment of non-business days and the extension of time periods within the context of arbitration proceedings. Here is an analysis of its key points:

1. **Inclusion of Non-Business Days:** The rule stipulates that any non-business days at the place of receipt of a notice, communication, or proposal should be included in the calculation of any period of time under the SIAC 2016 Arbitration Rules. This ensures that time periods are calculated accurately, accounting for weekends, public holidays, or other non-working days that might occur during the given period.
2. **Extension for Non-Business Days:** If the last day of a calculated time period falls on a non-business day at the place of receipt, Rule 2.4 provides for an extension of the time period. The extension is until the first business day that follows the non-business day. This extension mechanism prevents parties from being penalised for missed deadlines due to non-working days.
3. **Clarity and Fairness:** By addressing the treatment of non-business days and the potential extension of time periods, this rule contributes to the clarity and fairness of the arbitration process. Parties and the arbitral tribunal can confidently anticipate the impact of weekends or holidays on time calculations and ensure that their actions are aligned with the rules.
4. **Avoiding Ambiguity:** This rule eliminates ambiguity that could arise if time periods were strictly calculated without considering non-business days. It provides a clear framework

for determining the last day of a period and when an extension is warranted due to non-working days.

In summary, Rule 2.4 of the SIAC 2016 Arbitration Rules ensures that time periods within arbitration proceedings are calculated accurately by accounting for non-business days. Additionally, it establishes a fair mechanism for extending time periods if the last day falls on a non-business day, promoting consistency and predictability in the arbitration process.

2.5 The parties shall file with the Registrar a copy of any notice, communication or proposal concerning the arbitral proceedings.

Rule 2.5 of the SIAC 2016 Arbitration Rules outlines the requirement for parties to file copies of notices, communications, or proposals related to the arbitral proceedings with the Registrar. Here is an analysis of the key points of this part:

1. **Mandatory Filing Requirement:** The rule establishes a mandatory obligation for parties involved in the arbitration proceedings to file copies of any notice, communication, or proposal related to the arbitration with the Registrar of the Singapore International Arbitration Centre (SIAC). This filing requirement ensures that important communications are properly documented and preserved as part of the official records of the arbitration.
2. **Transparency and Accountability:** Requiring parties to file copies of their communications with the Registrar enhances the transparency and accountability of the arbitration process. It allows the Registrar, arbitral tribunal, and other parties to have access to the same set of information, preventing any party from having an advantage due to non-disclosure.
3. **Facilitating Communication:** By centralising the filing of communications, the Registrar can better manage the exchange of information between parties, ensuring that all parties receive relevant documents in a consistent manner. This can help prevent disputes arising from delayed or incomplete communication.
4. **Creating a Record:** Filing copies of communications with the Registrar creates an official record of the proceedings. This record can be valuable for evidentiary purposes, demonstrating the course of the arbitration, parties' actions, and the progression of issues.
5. **Administrative Efficiency:** The requirement to file documents with the Registrar contributes to the administrative efficiency of the arbitration process. Having a central repository for documents simplifies document retrieval, review, and reference for all parties involved.
6. **Compliance and Enforcement:** This provision ensures compliance with the arbitration rules by making it explicit that relevant documents must be filed. Failure to comply with this requirement could potentially lead to consequences or sanctions as per the rules or decisions of the arbitral tribunal.

In conclusion, Rule 2.5 of the SIAC 2016 Arbitration Rules establishes a necessary and practical requirement for parties to file copies of important notices, communications, or proposals with the

Registrar. This contributes to transparency, accountability, and the efficient management of the arbitration proceedings.

2.6 Except as provided in these Rules, the Registrar may at any time extend or abbreviate any time limits prescribed under these Rules.

Rule 2.6 of the SIAC 2016 Arbitration Rules addresses the authority of the Registrar to extend or abbreviate time limits prescribed under the rules. Here is an analysis of the key points of this part:

1. **Registrar’s Discretion:** The rule grants the Registrar the authority to exercise discretion in extending or abbreviating time limits specified within the SIAC 2016 Arbitration Rules. This discretion is likely to be exercised within the framework of ensuring fairness and procedural efficiency in the arbitration process.
2. **Flexibility in Time Management:** Arbitration proceedings can involve complex issues, unforeseen developments, or practical considerations that may necessitate adjustments to time limits. Allowing the Registrar to extend or abbreviate these time limits provides flexibility to adapt to the specific circumstances of each case.
3. **Balancing Parties’ Interests:** While the Registrar has the power to modify time limits, this power is likely to be exercised while considering the interests of all parties involved. The aim is to balance the need for procedural efficiency with the parties’ right to present their case adequately and respond to developments as required.
4. **Ensuring a Fair Process:** The Registrar’s discretion to extend or abbreviate time limits contributes to maintaining a fair and just arbitration process. Parties may require additional time to gather evidence, prepare submissions, or respond to unexpected developments. Conversely, excessive delays could be avoided through appropriate abbreviations.
5. **Consistency and Transparency:** It is important for the Registrar’s exercise of discretion to be consistent and transparent. Decisions related to extending or abbreviating time limits should be based on clear and objective criteria to ensure that parties are treated equitably.
6. **Exceptional Circumstances and Consent:** The discretion to modify time limits is “except as provided in these Rules.” This implies that there might be specific provisions within the rules that dictate certain time limits that cannot be altered. Additionally, parties’ consent to any extensions or abbreviations could be sought to ensure mutual agreement.
7. **Procedural Efficiency:** Granting the Registrar this authority contributes to procedural efficiency. It allows the arbitration process to adapt to changing circumstances and complexities without unnecessary delays.

In conclusion, Rule 2.6 of the SIAC 2016 Arbitration Rules empowers the Registrar to extend or abbreviate time limits within the arbitration process, ensuring that the proceedings remain efficient and fair while accommodating the unique circumstances of each case.

3. Notice of Arbitration

3.1 A party wishing to commence an arbitration under these Rules (the “Claimant”) shall file with the Registrar a Notice of Arbitration which shall include:

- a. a demand that the dispute be referred to arbitration;
- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;
- c. a reference to the arbitration agreement invoked and a copy of the arbitration agreement;
- d. a reference to the contract or other instrument (e.g. investment treaty) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
- e. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
- f. a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;
- g. a proposal for the number of arbitrators if not specified in the arbitration agreement;
- h. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
- i. any comment as to the applicable rules of law;
- j. any comment as to the language of the arbitration; and
- k. payment of the requisite filing fee under these Rules.

Rule 3.1 of the SIAC 2016 Arbitration Rules outlines the requirements and details that a party, referred to as the “Claimant,” must include in the Notice of Arbitration when commencing an arbitration under these rules. Here is an analysis of the key components of this part:

1. **Mandatory Contents of the Notice of Arbitration:** This rule establishes the essential information that the Claimant must provide when initiating an arbitration. The Notice of Arbitration serves as the formal commencement of the arbitration process and is a critical document that sets the stage for the proceedings.
2. **Demand for Arbitration:** The Claimant must include a clear demand that the dispute be referred to arbitration. This signals the intention to resolve the dispute through arbitration rather than litigation.
3. **Identification of Parties and Representatives:** The names, addresses, contact details (telephone, facsimile, electronic mail) of the parties involved in the arbitration, along with

their respective representatives (if any), need to be specified. This information is crucial for communication and coordination throughout the arbitration.

4. Reference to the Arbitration Agreement: The Notice must reference the arbitration agreement being invoked and include a copy of that agreement. This ensures clarity on the agreement's existence and scope.
5. Reference to Contract or Instrument: If the dispute arises from a specific contract or instrument (e.g., investment treaty), the Notice should reference it and ideally include a copy. This contextualises the dispute and its origins.
6. Description of Dispute and Relief Sought: A brief statement describing the nature and circumstances of the dispute is required. This includes specifying the relief being claimed and, if possible, an initial quantification of the claim amount. This section outlines the core issues in contention.
7. Agreed or Proposed Matters: Matters on which the parties have previously agreed regarding the conduct of the arbitration or on which the Claimant wishes to propose specific terms should be stated. This provides clarity on procedural aspects.
8. Proposal for Arbitrators: The Claimant must propose the number of arbitrators if not specified in the arbitration agreement. If the agreement provides for three arbitrators, the Claimant should nominate one or propose a sole arbitrator if that's the agreement's provision.
9. Comments on Applicable Law and Language: The Notice should include comments on the applicable rules of law and the language of the arbitration. This provides guidance on how the arbitration proceedings should be conducted in terms of legal principles and language of communication.
10. Filing Fee: Payment of the required filing fee is essential and should accompany the Notice of Arbitration. This covers the administrative costs of initiating the arbitration process.

This rule underscores the importance of a comprehensive Notice of Arbitration, which serves as the foundation for the arbitration proceedings. It ensures that all parties are informed about the dispute, the parties involved, the proposed or agreed-upon procedures, and other relevant details, facilitating a clear and organised arbitration process.

3.2 The Notice of Arbitration may also include the Statement of Claim referred to in Rule 20.2.

Rule 3.2 of the SIAC 2016 Arbitration Rules addresses the inclusion of the Statement of Claim in the Notice of Arbitration. Here is an analysis of this provision:

1. Incorporation of Statement of Claim: This rule allows the Claimant to include the Statement of Claim along with the Notice of Arbitration. The Statement of Claim contains the detailed narrative of the dispute, legal arguments, evidence, and the relief sought by the Claimant. By allowing its inclusion in the Notice of Arbitration, the Claimant can present a comprehensive overview of the dispute and its contentions from the outset.

2. **Efficiency and Clarity:** Incorporating the Statement of Claim within the Notice of Arbitration promotes efficiency and clarity. This practice streamlines the arbitration process by ensuring that the Respondent is provided with essential information about the dispute, the claim, and the relief sought right from the beginning. It prevents the need for additional submissions or documents to be exchanged later, reducing the risk of procedural delays.
3. **Transparency and Fairness:** Including the Statement of Claim in the Notice of Arbitration enhances transparency and fairness in the arbitration process. Both parties have access to the same information at the outset, which helps ensure that both sides are well-informed and can adequately prepare their responses and defences.
4. **Safeguarding the Respondent's Rights:** This provision helps protect the Respondent's right to be properly informed about the nature of the dispute and the specific claims being brought against them. By including the Statement of Claim in the Notice of Arbitration, the Respondent can promptly assess the claims and plan its defence accordingly.
5. **Case Management Efficiency:** Combining the Notice of Arbitration with the Statement of Claim can aid in case management and arbitration proceedings' scheduling. Arbitral tribunals can begin their preliminary assessments and procedural arrangements sooner when they have access to the full scope of the dispute and the parties' arguments early on.
6. **Flexibility for Claimant:** While the inclusion of the Statement of Claim in the Notice of Arbitration is optional under this part, it provides the Claimant with the flexibility to choose the most suitable approach for presenting their case. This flexibility is beneficial for accommodating various types of disputes and parties' preferences.

In summary, Rule 3.2 of the SIAC 2016 Arbitration Rules acknowledges that the Notice of Arbitration may include the Statement of Claim. This practice supports efficiency, transparency, and fairness in the arbitration process by providing parties with comprehensive information about the dispute from the outset and helping streamline subsequent proceedings.

3.3 The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed to be the date of commencement of the arbitration. For the avoidance of doubt, the Notice of Arbitration is deemed to be complete when all the requirements of Rule 3.1 and Rule 6.1(b) (if applicable) are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. SIAC shall notify the parties of the commencement of the arbitration.

Rule 3.3 of the SIAC 2016 Arbitration Rules pertains to the commencement of the arbitration process upon receipt of the complete Notice of Arbitration. Here is an analysis of this provision:

1. **Commencement of Arbitration:** This rule establishes that the arbitration process officially begins upon the Registrar's receipt of the complete Notice of Arbitration. In other words, the date on which the Registrar receives all the necessary documents and information as specified in Rule 3.1 and Rule 6.1(b) (if applicable) marks the official commencement of the arbitration proceedings.

2. **Defining Complete Notice:** The provision clarifies that the Notice of Arbitration is considered complete when all the requirements mentioned in Rule 3.1 (elements to be included in the Notice) and Rule 6.1(b) (if applicable) are satisfied. This ensures that all essential details and documents needed to initiate the arbitration are properly submitted. Additionally, if there is substantial compliance with these requirements, the Notice may also be considered complete, subject to the Registrar’s determination.
3. **Certainty and Clarity:** By establishing a clear criterion for the commencement of arbitration, this rule enhances the certainty and clarity of the arbitration process. Parties can track the initiation of the proceedings based on the receipt of a complete Notice of Arbitration, which helps in coordinating their actions and responses.
4. **Registrar’s Role:** The Registrar plays a pivotal role in determining whether the Notice of Arbitration is complete or whether there has been substantial compliance. This underscores the Registrar’s role in ensuring that the arbitration process is initiated correctly and in accordance with the rules.
5. **Notification to Parties:** The provision emphasises that the SIAC shall notify the parties of the commencement of the arbitration. This notification serves as official confirmation to both parties that the arbitration process has been initiated and is now underway.
6. **Avoiding Ambiguity:** By specifying the criteria for the commencement of arbitration and the steps that follow, this rule helps avoid any ambiguity or confusion about when the arbitration proceedings officially begin. It ensures that both parties are on the same page regarding the start of the process.

In summary, Rule 3.3 of the SIAC 2016 Arbitration Rules establishes the commencement of the arbitration process upon the Registrar’s receipt of a complete Notice of Arbitration. It provides clarity on the requirements for a complete notice and highlights the Registrar’s role in determining the completeness of the notice. This rule contributes to the effective and transparent initiation of arbitration proceedings.

3.4 The Claimant shall, at the same time as it files the Notice of Arbitration with the Registrar, send a copy of the Notice of Arbitration to the Respondent, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

Rule 3.4 of the SIAC 2016 Arbitration Rules addresses the requirement for the Claimant to provide notice to the Respondent and the Registrar when filing a Notice of Arbitration. Here is an analysis of this provision:

1. **Simultaneous Notification:** This rule mandates that the Claimant must simultaneously send a copy of the filed Notice of Arbitration to the Respondent. Simultaneous notification ensures that both parties are informed about the commencement of the arbitration proceedings and are provided with the relevant information to prepare their responses.
2. **Notification to Registrar:** In addition to notifying the Respondent, the Claimant is also required to inform the Registrar that it has sent the Notice of Arbitration to the

Respondent. This notification to the Registrar helps keep the administrative body overseeing the arbitration informed about the actions taken by the parties.

3. **Transparency and Communication:** By requiring the Claimant to notify both the Respondent and the Registrar, this provision emphasises transparency and effective communication in the arbitration process. All parties involved are made aware of the proceedings and the actions taken by the Claimant.
4. **Mode and Date of Service:** The provision also requires the Claimant to specify the mode of service employed and the date of service in the notification to the Registrar. This information helps establish a clear record of how and when the Respondent was notified, which may be relevant for procedural purposes.
5. **Ensuring Equitable Process:** Requiring the Claimant to provide notification to the Respondent and the Registrar contributes to ensuring an equitable arbitration process. Both parties have an equal opportunity to respond and participate in the proceedings from the very beginning.
6. **Regulatory Oversight:** The requirement to notify the Registrar adds an element of regulatory oversight, as the administrative body overseeing the arbitration is kept informed about the progress and actions related to the arbitration case.

In summary, Rule 3.4 of the SIAC 2016 Arbitration Rules establishes the obligation of the Claimant to send a copy of the filed Notice of Arbitration to the Respondent and notify the Registrar of this action. This provision enhances transparency, communication, and regulatory oversight in the arbitration process, while also ensuring that both parties are promptly informed about the commencement of proceedings.

4. Response to the Notice of Arbitration

4.1 The Respondent shall file a Response with the Registrar within 14 days of receipt of the Notice of Arbitration. The Response shall include:

- a. **a confirmation or denial of all or part of the claims, including, where possible, any plea that the Tribunal lacks jurisdiction;**
- b. **a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;**
- c. **any comment in response to any statements contained in the Notice of Arbitration under Rule 3.1 or any comment with respect to the matters covered in such Rule;**
- d. **unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement**

provides for a sole arbitrator, comments on the Claimant’s proposal for a sole arbitrator or a counter-proposal; and

- e. payment of the requisite filing fee under these Rules for any counterclaim.**

Rule 4.1 of the SIAC 2016 Arbitration Rules outlines the requirements and timeline for the Respondent to submit a Response to the Notice of Arbitration. Let us analyse this provision:

1. **Response Deadline:** The provision sets a clear and specific timeline for the Respondent to file a Response with the Registrar. The Respondent must submit the Response within 14 days of receiving the Notice of Arbitration. This deadline ensures a prompt and efficient exchange of information between the parties.
2. **Contents of the Response:** The provision lists the required components of the Response that the Respondent needs to include:
 - a. **Confirmation or Denial of Claims:** The Respondent is required to confirm or deny all or part of the claims made in the Notice of Arbitration. This includes addressing the claims’ validity and, if necessary, disputing them.
 - b. **Counterclaim:** If the Respondent has a counterclaim, the Response must include a brief statement describing the nature and circumstances of the counterclaim, specifying the relief sought, and providing an initial quantification of the counterclaim amount.
 - c. **Comments and Nomination of Arbitrator:** The Respondent can respond to statements made in the Claimant’s Notice of Arbitration under Rule 3.1. Additionally, the Respondent is to nominate an arbitrator if the arbitration agreement provides for three arbitrators. If the arbitration agreement provides for a sole arbitrator, the Respondent should comment on the Claimant’s proposed sole arbitrator or make a counter-proposal.
 - d. **Filing Fee for Counterclaim:** If a counterclaim is included in the Response, the Respondent must also submit the requisite filing fee for that counterclaim.
3. **Jurisdictional Challenge:** The provision encourages the Respondent to raise any jurisdictional challenges by allowing for the plea that the Tribunal lacks jurisdiction. This provides an early opportunity to address any issues related to the Tribunal’s authority to hear the dispute.
4. **Balanced Process:** Rule 4.1 ensures a balanced process by requiring both parties to submit their respective positions within a reasonable timeframe. This promotes fairness and allows the Tribunal to consider both sides of the dispute.
5. **Efficiency and Procedural Order:** The provision streamlines the initial stages of the arbitration process by setting out the necessary information that must be included in the Response. This helps the Tribunal and the parties understand the claims and counterclaims from the outset, contributing to the efficient management of the proceedings.

In conclusion, Rule 4.1 of the SIAC 2016 Arbitration Rules outlines the Respondent's obligations regarding the submission of a Response to the Notice of Arbitration. By setting a deadline and specifying the required contents of the Response, this provision facilitates a structured and efficient exchange of information between the parties and the Tribunal, promoting fairness and procedural transparency in the arbitration process.

4.2 The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rule 20.3 and Rule 20.4.

Rule 4.2 of the SIAC 2016 Arbitration Rules addresses the option for the Respondent to include additional documents in the Response. Let us analyse this provision:

1. Inclusion of Additional Documents: This provision allows the Respondent to include two specific documents along with the Response:
 - a. Statement of Defence: The Respondent may choose to include the Statement of Defence as referred to in Rule 20.3. The Statement of Defence outlines the Respondent's response to the claims made in the Notice of Arbitration, providing detailed arguments, evidence, and legal defences against the claims.
 - b. Statement of Counterclaim: Similarly, the Respondent may include a Statement of Counterclaim as referred to in Rule 20.4. This document outlines the Respondent's own claims against the Claimant and provides details about the nature of the counterclaim, relief sought, and supporting evidence.
2. Efficiency and Streamlining: Allowing the Respondent to include the Statement of Defence and Statement of Counterclaim in the Response promotes efficiency and streamlines the process. By presenting their defence and counterclaim together with the Response, the Respondent can provide a comprehensive overview of their position, which helps to save time and allows the Tribunal to understand the full scope of the dispute early in the proceedings.
3. Procedural Convenience: This provision enhances procedural convenience by providing the Respondent with the option to consolidate its response, defence, and counterclaim into a single submission. This can help simplify the documentation process and reduce administrative burden.
4. Holistic Approach: Allowing the inclusion of the Statement of Defence and Statement of Counterclaim along with the Response encourages a holistic approach to presenting the Respondent's case. By presenting both defences against the claims and counterclaims in a coherent manner, the Tribunal gains a better understanding of the dispute dynamics from the outset.
5. Flexibility for the Parties: This provision gives parties flexibility in structuring their submissions. The Respondent can decide whether to include the additional documents based on its strategic considerations and the complexity of the case.

In conclusion, Rule 4.2 of the SIAC 2016 Arbitration Rules provides the Respondent with the option to include the Statement of Defence and Statement of Counterclaim along with the Response. This

approach enhances efficiency, procedural convenience, and the presentation of a comprehensive case, allowing the Tribunal to understand both the Respondent's defence against the claims and its counterclaims in a cohesive manner.

4.3 The Respondent shall, at the same time as it files the Response with the Registrar, send a copy of the Response to the Claimant, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

Rule 4.3 of the SIAC 2016 Arbitration Rules pertains to the requirement for the Respondent to provide a copy of its Response to the Claimant and to notify the Registrar of this action. Let us break down this provision:

1. **Service of Response to Claimant:** This rule mandates that the Respondent, upon filing the Response with the Registrar, must also send a copy of the Response to the Claimant. In doing so, the Respondent ensures that the Claimant is informed of its position, defences, and any counterclaims raised in the Response. This serves the principle of procedural fairness, as both parties are aware of each other's contentions from an early stage.
2. **Transparency and Equitable Process:** Providing the Claimant with a copy of the Response promotes transparency in the arbitration process. It allows the Claimant to understand the Respondent's arguments and counterclaims directly, facilitating a more balanced and equitable procedure. This transparency contributes to the parties' ability to prepare their cases effectively.
3. **Communication and Notice to Registrar:** The provision also requires the Respondent to notify the Registrar of its action—sending a copy of the Response to the Claimant. This step is crucial for administrative purposes and ensures that the arbitration proceedings are conducted smoothly and in accordance with the rules.
4. **Mode of Service and Date of Service:** The Respondent must specify the mode of service employed (e.g., courier, registered post, electronic means) when sending the copy of the Response to the Claimant. Additionally, the Respondent is required to indicate the date of service. These details are necessary for tracking and verifying compliance with the procedural requirements.
5. **Procedural Fairness and Efficiency:** By mandating the service of the Response on the Claimant and notifying the Registrar, this provision aligns with principles of procedural fairness and efficiency. It ensures that both parties have access to the relevant information and can prepare their cases without undue delay.

In summary, Rule 4.3 of the SIAC 2016 Arbitration Rules emphasises the importance of transparency, communication, and procedural fairness. The provision requires the Respondent to provide a copy of its Response to the Claimant while notifying the Registrar of this action. This promotes an equitable arbitration process by ensuring that both parties are informed of each other's positions and counterclaims, and it contributes to the overall efficiency of the proceedings.

5. Expedited Procedure

5.1 Prior to the constitution of the Tribunal, a party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule, provided that any of the following criteria is satisfied:

- a. the amount in dispute does not exceed the equivalent amount of S\$6,000,000, representing the aggregate of the claim, counterclaim and any defence of set-off;
- b. the parties so agree; or
- c. in cases of exceptional urgency.

The party applying for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule 5.1 shall, at the same time as it files an application for the proceedings to be conducted in accordance with the Expedited Procedure with the Registrar, send a copy of the application to the other party and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

Rule 5.1 of the SIAC 2016 Arbitration Rules outlines the conditions and procedures for initiating an application to conduct arbitral proceedings under the Expedited Procedure. This provision focuses on the criteria that need to be met for invoking the Expedited Procedure and the requisite steps to be followed. Let us analyse this rule in detail:

1. **Expedited Procedure Application:** The rule starts by introducing the concept of the “Expedited Procedure.” This is a mechanism designed to streamline and expedite the arbitration process for cases meeting specific criteria. The Expedited Procedure is meant to provide a faster and more cost-effective resolution for certain disputes.
2. **Criteria for Applying:** The rule sets out three scenarios under which a party can apply for the arbitral proceedings to be conducted under the Expedited Procedure: a. The amount in dispute does not exceed S\$6,000,000 (or its equivalent in another currency). This amount includes the aggregate of the claim, counterclaim, and any defence of set-off. b. The parties mutually agree to use the Expedited Procedure. c. In cases of exceptional urgency, a party can apply to use the Expedited Procedure even if the monetary threshold is not met.
3. **Notice and Service:** The party seeking to apply the Expedited Procedure must file an application with the Registrar. Simultaneously, the applying party must send a copy of the application to the other party involved in the arbitration. This requirement ensures that both parties are informed of the application and can respond accordingly. The applying party is also required to notify the Registrar of the application, specifying the mode of service used and the date of service.
4. **Transparency and Procedural Fairness:** The provision emphasises transparency and procedural fairness by ensuring that both parties are aware of the application for the Expedited Procedure. This allows the responding party to prepare its response and make any necessary arguments or objections regarding the application.
5. **Promotion of Efficiency:** The Expedited Procedure is a tool to promote efficiency in arbitration. By setting specific criteria and procedural steps, the provision aims to

expedite the resolution of disputes that fall within the designated scope. This can save time and costs for the parties involved.

In summary, Rule 5.1 of the SIAC 2016 Arbitration Rules outlines the conditions and process for applying the Expedited Procedure. It highlights the monetary threshold, party agreement, and exceptional urgency as grounds for applying. The provision ensures transparency, procedural fairness, and efficiency in the arbitration process by requiring notice and service of the application to the other party and the Registrar.

5.2 Where a party has filed an application with the Registrar under Rule 5.1, and where the President determines, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

- a. the Registrar may abbreviate any time limits under these Rules;**
- b. the case shall be referred to a sole arbitrator, unless the President determines otherwise;**
- c. the Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument;**
- d. the final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time for making such final Award; and**
- e. the Tribunal may state the reasons upon which the final Award is based in summary form, unless the parties have agreed that no reasons are to be given.**

Rule 5.2 of the SIAC 2016 Arbitration Rules outlines the procedures to be followed when the President of the Singapore International Arbitration Centre (SIAC) determines that the arbitral proceedings shall be conducted under the Expedited Procedure. This rule provides guidance on the specific steps and considerations that apply in such cases. Let us analyse the rule in detail:

1. **Presidential Determination:** The rule starts by stating that if a party has filed an application under Rule 5.1 for the Expedited Procedure, the President of SIAC will make a determination. This determination is based on considerations that include the views of the parties and the circumstances of the case. The President's decision to adopt the Expedited Procedure is aimed at cases where efficiency and expediency are particularly important.
2. **Abbreviated Time Limits:** If the President decides that the case should proceed under the Expedited Procedure, the Registrar is empowered to abbreviate any time limits specified in the SIAC Rules. This provision recognises the need for expedited proceedings and allows for quicker timelines in the arbitration process.
3. **Appointment of Sole Arbitrator:** Under the Expedited Procedure, the default approach is to refer the case to a sole arbitrator, unless the President determines otherwise. This is

consistent with the goal of streamlining proceedings, as a sole arbitrator can often facilitate faster decision-making compared to a panel of arbitrators.

4. Procedure for Determining the Dispute: The Tribunal (comprising the sole arbitrator) has the authority to decide whether the dispute will be determined based on documentary evidence only or if a hearing is required. This decision is made in consultation with the parties. The goal is to ensure a fair and efficient process, taking into account the nature and complexity of the dispute.
5. Timeline for Final Award: The Expedited Procedure imposes a specific timeline for rendering the final award. The Tribunal is required to issue the final award within six months from the date when the Tribunal is constituted. This expedited timeline ensures that parties receive a resolution in a timely manner.
6. Reasons for Award: The Tribunal has the discretion to state the reasons for the final award in summary form. However, if the parties have agreed that no reasons should be given, the Tribunal may omit providing reasons altogether. This provision acknowledges that in expedited proceedings, the focus is often on achieving a quick resolution rather than providing extensive reasoning.

In summary, Rule 5.2 of the SIAC 2016 Arbitration Rules establishes the procedures that come into play when the President determines that the Expedited Procedure will be adopted. It emphasises quicker timelines, a sole arbitrator by default, flexibility in determining the procedure, and an efficient timeline for rendering the final award. The provision aligns with the overarching goal of the Expedited Procedure to provide efficient resolution of disputes.

5.3 By agreeing to arbitration under these Rules, the parties agree that, where arbitral proceedings are conducted in accordance with the Expedited Procedure under this Rule 5, the rules and procedures set forth in Rule 5.2 shall apply even in cases where the arbitration agreement contains contrary terms.

Rule 5.3 of the SIAC 2016 Arbitration Rules addresses the effect of the Expedited Procedure under Rule 5.2 on the parties' agreement to arbitration. This rule emphasises the primacy of the Expedited Procedure in cases where it is adopted, even if the arbitration agreement contains contrary terms. Let us analyse the rule in more detail:

1. Primacy of Expedited Procedure: This rule highlights that when parties agree to arbitration under the SIAC Rules, they implicitly agree that if the Expedited Procedure under Rule 5.2 is applied, the rules and procedures outlined in that rule will take precedence. This means that the Expedited Procedure's provisions will be followed, irrespective of any conflicting terms that might be present in the parties' arbitration agreement.
2. Overriding Contrary Terms: The key feature of Rule 5.3 is that it stipulates that the Expedited Procedure rules and procedures will prevail, even if the arbitration agreement contains contrary terms. This ensures consistency and predictability in cases where the Expedited Procedure is invoked. It prevents parties from circumventing the intended efficiency of the Expedited Procedure by inserting contrary terms in their arbitration agreement.

3. **Ensuring Efficiency:** The rationale behind this provision is to maintain the efficiency and effectiveness of the Expedited Procedure. Parties choosing arbitration under the SIAC Rules are, in essence, agreeing to the framework and principles outlined in these rules. Therefore, even if their specific arbitration agreement contains different provisions, the Expedited Procedure's benefits are maintained in appropriate cases.

In summary, Rule 5.3 of the SIAC 2016 Arbitration Rules serves as a safeguard to ensure that the efficiency and expediency of the Expedited Procedure under Rule 5.2 are upheld. Parties agreeing to arbitration under the SIAC Rules are deemed to have accepted the Expedited Procedure's application, even if their arbitration agreement includes contrary terms. This provision reinforces the SIAC's commitment to providing a streamlined arbitration process when it is needed, irrespective of any conflicting clauses parties might have included in their agreements.

5.4 Upon application by a party, and after giving the parties the opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the Registrar, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under this Rule 5.4, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

Rule 5.4 of the SIAC 2016 Arbitration Rules addresses the circumstances under which the Expedited Procedure, as outlined in Rule 5.2, may be modified or discontinued. This rule allows for flexibility by granting the Tribunal the authority to decide, upon application by a party and after due consideration, whether the arbitral proceedings should no longer be conducted under the Expedited Procedure. Let us analyse this rule more closely:

1. **Modification of the Expedited Procedure:** This rule provides parties with the option to apply to the Tribunal for a modification of the Expedited Procedure. Such an application must be made by a party, and it offers an avenue for a party to seek a departure from the Expedited Procedure in cases where circumstances have evolved or new information has become available that warrants a more comprehensive or traditional arbitration process.
2. **Opportunity to be Heard:** A significant procedural safeguard is built into this part. The Tribunal is required to give the parties the opportunity to be heard before making any decision regarding the modification of the Expedited Procedure. This ensures fairness and due process, allowing parties to present their arguments and reasons for the requested change.
3. **Subsequent Information and Consultation with Registrar:** Rule 5.4 acknowledges the possibility that additional information may arise during the course of the arbitration that could influence whether the Expedited Procedure is appropriate. The Tribunal is directed to consider such information, consult with the Registrar, and make an informed decision.
4. **Continuation of Same Tribunal:** If the Tribunal decides to grant an application for discontinuing the Expedited Procedure, this rule stipulates that the same Tribunal that was initially constituted under the Expedited Procedure will continue to oversee the arbitration. This maintains continuity and avoids unnecessary disruption by allowing the Tribunal already familiar with the case to continue its role.

In summary, Rule 5.4 of the SIAC 2016 Arbitration Rules introduces a mechanism for parties to seek the modification or discontinuation of the Expedited Procedure in certain circumstances. This rule ensures a balanced approach by requiring the Tribunal to provide an opportunity for parties to present their case and consider any subsequent information before making a decision. It also prioritises continuity by allowing the same Tribunal to continue the proceedings if the application is granted. This provision reflects a commitment to providing a fair and adaptable arbitration process that suits the parties' evolving needs.

6. Multiple Contracts

6.1 Where there are disputes arising out of or in connection with more than one contract, the Claimant may:

- a. **file a Notice of Arbitration in respect of each arbitration agreement invoked and concurrently submit an application to consolidate the arbitrations pursuant to Rule 8.1; or**
- b. **file a single Notice of Arbitration in respect of all the arbitration agreements invoked which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the applicable criteria under Rule 8.1 are satisfied. The Claimant shall be deemed to have commenced multiple arbitrations, one in respect of each arbitration agreement invoked, and the Notice of Arbitration under this Rule 6.1(b) shall be deemed to be an application to consolidate all such arbitrations pursuant to Rule 8.1.**

Rule 6.1 of the SIAC 2016 Arbitration Rules addresses the situation where there are disputes arising from multiple contracts, and it outlines the procedures for filing Notices of Arbitration and seeking consolidation of such arbitrations. This rule offers parties the flexibility to handle disputes arising out of or related to multiple contracts efficiently. Let us analyse this rule in more detail:

1. **Disputes Involving Multiple Contracts:** This rule acknowledges that disputes may arise from multiple contracts that have different arbitration agreements. It provides guidance on how the Claimant should initiate arbitration in such cases.
2. **Two Options for Commencing Arbitration:** Rule 6.1 presents two options for the Claimant to commence arbitration in the context of multiple contracts:
 - a. **Option (a):** The Claimant can file separate Notices of Arbitration for each arbitration agreement invoked, while concurrently submitting an application to consolidate these arbitrations under Rule 8.1. This option allows for separate Notices of Arbitration but a simultaneous request for consolidation.
 - b. **Option (b):** The Claimant can file a single Notice of Arbitration that covers all the arbitration agreements invoked. This Notice should identify each contract and arbitration agreement invoked and explain how the criteria under Rule 8.1 for consolidation are satisfied. By choosing this option, the Claimant initiates multiple arbitrations, one for each invoked arbitration agreement, while simultaneously seeking their consolidation.

3. Consolidation Process: Regardless of the option chosen, if the Claimant seeks consolidation of the arbitrations, the Notice of Arbitration filed under option (b) is considered an application to consolidate all the arbitrations. This allows for a streamlined process by treating the single Notice of Arbitration as an application for consolidation.

In summary, Rule 6.1 of the SIAC 2016 Arbitration Rules addresses the complex scenario of disputes arising from multiple contracts. It offers the Claimant the flexibility to either file separate Notices of Arbitration for each arbitration agreement or file a single Notice covering all the arbitration agreements invoked. Both options allow for the subsequent application to consolidate the arbitrations. This provision aims to provide an efficient and structured approach to handling complex multi-contract disputes within the framework of the SIAC arbitration process.

6.2 Where the Claimant has filed two or more Notices of Arbitration pursuant to Rule 6.1(a), the Registrar shall accept payment of a single filing fee under these Rules for all the arbitrations sought to be consolidated. Where the Court rejects the application for consolidation, in whole or in part, the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.

Rule 6.2 of the SIAC 2016 Arbitration Rules addresses the administrative and financial aspects related to the filing of multiple Notices of Arbitration for consolidation. This provision aims to streamline the process of consolidation and manage the associated filing fees. Let us break down this part:

1. Filing Multiple Notices of Arbitration: Rule 6.2 assumes a scenario where the Claimant has chosen option (a) under Rule 6.1. This means that the Claimant has filed separate Notices of Arbitration for each arbitration agreement invoked and concurrently applied for the consolidation of these arbitrations under Rule 8.1.
2. Consolidation of Filing Fees: The provision states that when multiple Notices of Arbitration are filed for consolidation, the Registrar will accept payment of a single filing fee for all the arbitrations that the Claimant seeks to consolidate. This consolidation of filing fees is intended to simplify the administrative process and reduce the financial burden on the Claimant.
3. Rejection of Consolidation Application: In cases where the Court rejects the application for consolidation, whether in whole or in part, the Claimant's financial responsibility is adjusted. If some arbitrations are not consolidated due to the Court's decision, the provision stipulates that the Claimant will need to pay the requisite filing fee separately for each arbitration that has not been consolidated. This ensures that the appropriate fees are paid for the arbitrations that are not part of the consolidation.

In essence, Rule 6.2 of the SIAC 2016 Arbitration Rules addresses the financial implications of filing multiple Notices of Arbitration for consolidation purposes. It allows the Claimant to make a single payment for the consolidated arbitrations and adjusts the payment requirement if the Court decides not to consolidate certain arbitrations. This provision helps streamline the administrative process and manage filing fees in multi-arbitration scenarios while ensuring fairness and accuracy in fee assessment.

6.3 Where the Claimant has filed a single Notice of Arbitration pursuant to Rule 6.1(b) and the Court rejects the application for consolidation, in whole or in part, it shall file a Notice of Arbitration in respect of each arbitration that has not been consolidated, and the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.

Rule 6.3 of the SIAC 2016 Arbitration Rules addresses a scenario where the Claimant has filed a single Notice of Arbitration pursuant to Rule 6.1(b) seeking consolidation of multiple arbitrations, but the Court rejects the application for consolidation, either partially or entirely. This provision outlines the steps the Claimant needs to take and the financial implications in such a situation. Let us break down this part:

1. **Single Notice of Arbitration for Consolidation:** Rule 6.1(b) allows the Claimant to file a single Notice of Arbitration covering multiple arbitration agreements that the Claimant seeks to consolidate. This single Notice of Arbitration is treated as an application to consolidate all the arbitrations invoked in the notice.
2. **Court Rejection of Consolidation Application:** Rule 6.3 assumes that the Court has rejected the application for consolidation, either in rule or entirely. This means that the Court has determined that some of the arbitrations mentioned in the single Notice of Arbitration cannot be consolidated.
3. **Filing Separate Notices of Arbitration:** In response to the Court's rejection of the consolidation application, the provision requires the Claimant to file separate Notices of Arbitration for each arbitration that has not been consolidated. Each arbitration that was part of the rejected consolidation application must now be treated as an independent arbitration.
4. **Payment of Filing Fees:** The Claimant, in this situation, is obligated to pay the requisite filing fee under the SIAC 2016 Arbitration Rules for each arbitration that has not been consolidated. Each separate arbitration requires its own filing fee, reflecting the costs associated with initiating and administering the arbitration process.

In summary, Rule 6.3 addresses the consequences of the Court rejecting a Claimant's application for consolidation of multiple arbitrations. It outlines that in such cases, the Claimant must file separate Notices of Arbitration for the arbitrations that have not been consolidated, and the required filing fees must be paid for each individual arbitration. This provision ensures that the administrative and financial aspects of arbitration proceedings are properly managed and aligned with the Court's decision on consolidation.

7. Joinder of Additional Parties

7.1 Prior to the constitution of the Tribunal, a party or non-party to the arbitration may file an application with the Registrar for one or more additional parties to be joined in an arbitration

pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:

- a. the additional party to be joined is *prima facie* bound by the arbitration agreement; or
- b. all parties, including the additional party to be joined, have consented to the joinder of the additional party.

Rule 7.1 of the SIAC 2016 Arbitration Rules deals with the scenario where a party or non-party to the arbitration seeks to join one or more additional parties to an ongoing arbitration under the Rules. This provision outlines the criteria and conditions under which such joinder can occur. Let us analyse this part:

1. Joinder of Additional Parties: Rule 7.1 allows a party or even a non-party to the arbitration proceedings to apply to the Registrar for the joinder of one or more additional parties to the arbitration. This means that someone who is not an original party to the arbitration can seek to become part of the proceedings.
2. Criteria for Joinder: Joinder can occur under two main criteria:
 - a. Prima Facie Bound by the Arbitration Agreement (Option a): This refers to a situation where the additional party being sought to be joined is reasonably and evidently bound by the arbitration agreement that is at the centre of the ongoing arbitration. In other words, there is a clear link between the additional party and the arbitration agreement.
 - b. Consent of All Parties (Option b): Alternatively, joinder is allowed if all parties involved in the arbitration, including the additional party being sought to be joined, provide their consent to the joinder. This implies that all relevant parties must agree to the inclusion of the additional party.
3. Implications of Joinder: If the Registrar approves the application for joinder and the additional party is successfully joined, that party will become either a Claimant or a Respondent in the ongoing arbitration, based on the circumstances. This means the additional party will have the rights and obligations of a party to the arbitration, including the ability to present their case, submit evidence, and make arguments.

Rule 7.1 is designed to provide flexibility to the arbitration process by allowing parties or non-parties to seek the involvement of additional parties if certain criteria are met. It strikes a balance between the need to ensure that the arbitration agreement is respected and that all relevant parties consent to the involvement of new participants. This provision contributes to the efficiency and effectiveness of the arbitration process under the SIAC 2016 Arbitration Rules.

7.2 An application for joinder under Rule 7.1 shall include:

- a. the case reference number of the pending arbitration;
- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their

representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;

- c. whether the additional party is to be joined as a Claimant or a Respondent;
- d. the information specified in Rule 3.1(c) and Rule 3.1(d);
- e. if the application is being made under Rule 7.1(b), identification of the relevant agreement and, where possible, a copy of such agreement; and
- f. a brief statement of the facts and legal basis supporting the application.

The application for joinder is deemed to be complete when all the requirements of this Rule 7.2 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. SIAC shall notify all parties, including the additional party to be joined, when the application for joinder is complete.

Rule 7.2 of the SIAC 2016 Arbitration Rules outlines the requirements and procedural details for submitting an application for joinder under Rule 7.1. This rule sets forth the necessary components and information that must be included in the application for joinder. Let us analyse the key points:

1. Content of the Application: The application for joinder under Rule 7.1 must include several specific pieces of information:
 - a. Case Reference Number (Option a): The reference number of the pending arbitration case to which the joinder application relates.
 - b. Party Information (Option b): The contact details (names, addresses, telephone numbers, facsimile numbers, and electronic mail addresses) of all parties involved in the arbitration, including the additional party to be joined. This information ensures that all relevant parties are properly identified.
 - c. Party's Role (Option c): The application should specify whether the additional party is intended to be joined as a Claimant or a Respondent.
 - d. Details from Rule 3.1 (Options d and e): Information specified in Rule 3.1(c) (reference to the arbitration agreement) and Rule 3.1(d) (reference to the contract or instrument out of which the dispute arises) should be provided in the application.
 - e. Agreement Identification (Option e): If the application is made under Rule 7.1(b), the relevant agreement under which the joinder is being sought must be identified, and if possible, a copy of the agreement should be included.
 - f. Factual and Legal Basis (Option f): The application should contain a brief statement explaining the facts and legal basis that support the request for joinder.
2. Completeness of the Application: The application for joinder is considered complete when all the required elements outlined in Rule 7.2 are provided. Alternatively, if the Registrar determines that there has been substantial compliance with the requirements,

the application will also be considered complete. Once the application is deemed complete, SIAC will notify all relevant parties, including the additional party to be joined.

Rule 7.2 ensures that the application for joinder contains all the necessary information for proper consideration and that the parties involved are aware of the progress of the joinder process. This clarity and transparency help maintain the integrity of the arbitration proceedings while accommodating the potential inclusion of new parties.

7.3 The party or non-party applying for joinder under Rule 7.1 shall, at the same time as it files an application for joinder with the Registrar, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

Rule 7.3 of the SIAC 2016 Arbitration Rules outlines the procedural requirement for notifying all relevant parties about an application for joinder under Rule 7.1. This rule emphasises transparency and communication among the parties involved in the arbitration proceedings. Let us break down the key points:

1. **Application and Notification Requirement:** When a party or non-party submits an application for joinder under Rule 7.1, they are required to take the following actions simultaneously:
 - a. **Sending Copies of Application:** The applicant must provide a copy of the joinder application to all parties involved in the arbitration, including the additional party that is sought to be joined.
 - b. **Notifying the Registrar:** The applicant is also required to notify the Registrar of the application for joinder, specifying the mode of service used and the date of service.
2. **Transparency and Communication:** By requiring the applicant to provide copies of the joinder application to all parties, including the additional party, Rule 7.3 promotes transparency in the arbitration proceedings. This ensures that all relevant parties are aware of the application and have access to the information necessary to participate effectively in the proceedings.
3. **Registrar's Awareness:** Notifying the Registrar about the application and the service of copies ensures that SIAC is informed about the joinder application and the steps being taken by the parties. This helps SIAC maintain a comprehensive overview of the proceedings and the involvement of new parties.

Overall, Rule 7.3 facilitates effective communication among the parties and maintains the openness of the arbitration process. It helps ensure that all parties are aware of the ongoing developments, allowing them to respond appropriately to the joinder application and participate fully in the arbitration proceedings.

7.4 The Court shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole

or in part, any application for joinder under Rule 7.1. The Court’s decision to grant an application for joinder under this Rule 7.4 is without prejudice to the Tribunal’s power to subsequently decide any question as to its jurisdiction arising from such decision. The Court’s decision to reject an application for joinder under this Rule 7.4, in whole or in part, is without prejudice to any party’s or non-party’s right to apply to the Tribunal for joinder pursuant to Rule 7.8.

Rule 7.4 of the SIAC 2016 Arbitration Rules establishes the process for the Court to consider and decide on applications for joinder under Rule 7.1. This rule outlines the Court’s role in evaluating the joinder application and its implications for the arbitration proceedings. Here is a breakdown of its key points:

1. Decision-Making Process:
 - a. Views of All Parties: The Court is required to consider the views of all parties involved in the arbitration, including the additional party to be joined.
 - b. Circumstances of the Case: The Court must take into account the specific circumstances of the case when making its decision on the joinder application.
2. Granting or Rejecting Joinder Application:
 - a. Discretion to Decide: The Court has the authority to decide whether to grant, in whole or in part, any application for joinder made under Rule 7.1. This decision-making authority allows the Court to assess the appropriateness of adding an additional party to the ongoing arbitration proceedings.
 - b. Without Prejudice to Tribunal’s Jurisdiction: The Court’s decision to grant an application for joinder is made without prejudice to the Tribunal’s power to subsequently address any jurisdictional issues arising from the decision to join the additional party. This means that the Tribunal retains the ability to determine any jurisdictional challenges that may arise due to the joinder.
 - c. Right to Apply to Tribunal: If the Court rejects an application for joinder in whole or in part, the affected party or non-party still has the right to make a separate application to the Tribunal for joinder under Rule 7.8. This ensures that parties have an avenue to seek joinder even if the initial application to the Court is not successful.

Rule 7.4 emphasises the importance of due process and fairness in considering applications for joinder. It outlines the Court’s decision-making role while safeguarding parties’ rights to address jurisdictional matters and seek joinder through alternative avenues. This provision ensures that parties are given a fair opportunity to have their views heard and considered before a decision on joinder is made.

7.5 Where an application for joinder is granted under Rule 7.4, the date of receipt of the complete application for joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional party.

Rule 7.5 of the SIAC 2016 Arbitration Rules addresses the practical implications of granting an application for joinder under Rule 7.4. This rule outlines how the joinder of an additional party impacts

the arbitration proceedings and clarifies the timeline for the commencement of the arbitration involving the newly joined party. Here is an analysis of its key points:

1. Effect of Joinder on Arbitration Commencement:
 - a. Commencement Date: The rule establishes that the date of receipt of the complete application for joinder shall be deemed to be the date of commencement of the arbitration with respect to the newly added party.
 - b. Clarity on Commencement: This provision provides clarity on the timing of when the arbitration proceedings involving the additional party officially begin. It ensures that the joinder process does not delay the commencement of the proceedings.
2. Efficiency and Continuity: Smooth Integration: By deeming the date of receipt of the complete application for joinder as the commencement date, the rule aims to facilitate the smooth integration of the additional party into the arbitration proceedings. This helps maintain efficiency and continuity in the overall process.
3. Uniformity and Consistency: Standard Practice: Establishing a clear and uniform rule for determining the commencement date ensures consistency in the application of the Rules. This rule allows parties, the Tribunal, and the Registrar to follow a standardised approach when managing cases involving joinder.
4. Due Process and Legal Certainty: Legal Certainty: Rule 7.5 contributes to legal certainty by providing a specific rule regarding the commencement date for arbitrations involving additional parties. This helps prevent any ambiguity or uncertainty regarding the procedural timeline.

In summary, Rule 7.5 of the SIAC 2016 Arbitration Rules addresses the issue of the commencement date for arbitrations involving newly joined parties. By clarifying that the date of receipt of the complete application for joinder serves as the commencement date for the arbitration with the additional party, this rule ensures efficient and consistent proceedings while maintaining due process and legal certainty.

7.6 Where an application for joinder is granted under Rule 7.4, the Court may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless otherwise agreed by all parties, including the additional party joined, Rule 9 to Rule 12 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court's decision under Rule 7.4.

Rule 7.6 of the SIAC 2016 Arbitration Rules addresses the procedural implications of granting an application for joinder under Rule 7.4. This rule outlines the potential impact on the composition of the arbitral tribunal, the application of certain rules, and the timing of subsequent procedural steps. Here is an analysis of its key points:

1. Revocation of Arbitrator Appointments:

- a. Revocation of Appointments: The rule grants the Court the authority to revoke the appointment of any arbitrators who were appointed before the decision on joinder is made.
 - b. Adjustment of Tribunal: This provision acknowledges that the joinder of an additional party might necessitate changes to the composition of the arbitral tribunal, ensuring that the tribunal remains balanced and impartial.
2. Application of Rules:
- a. Applicability of Rules: Rule 7.6 indicates that Rule 9 to Rule 12 of the SIAC 2016 Arbitration Rules shall apply as appropriate in cases of granted joinder.
 - b. Procedural Framework: Rule 9 to Rule 12 govern various aspects of the arbitration process, including the appointment and replacement of arbitrators, the challenge of arbitrators, and the conduct of the proceedings.
3. Timing of Subsequent Steps:
- a. Commencement of Timelines: The rule specifies that the timelines outlined in Rule 9 to Rule 12 shall run from the date of receipt of the Court’s decision on the joinder application (as per Rule 7.4).
 - b. Consistency and Clarity: This provision ensures that parties and the tribunal are aware of when certain procedural steps should be initiated and completed, contributing to consistency and clarity in the arbitration process.
4. Flexibility and Agreement of Parties:
- a. Party Agreement: The rule acknowledges that, if all parties, including the newly joined party, agree otherwise, certain deviations from the standard application of Rules 9 to 12 may be allowed.
 - b. Flexible Approach: This flexibility allows parties to tailor the procedural timeline to their specific circumstances, as long as there is consensus among all relevant parties.

In summary, Rule 7.6 of the SIAC 2016 Arbitration Rules outlines the consequences of granting an application for joinder. It provides guidance on the potential adjustment of the arbitral tribunal, the application of specific rules, and the timing of subsequent procedural steps. This rule balances the need for procedural efficiency with the flexibility to accommodate parties’ preferences and unique situations arising from the joinder of an additional party.

7.7 The Court’s decision to revoke the appointment of any arbitrator under Rule 7.6 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.

Rule 7.7 of the SIAC 2016 Arbitration Rules addresses the impact of the Court’s decision to revoke the appointment of an arbitrator under Rule 7.6. This provision clarifies the status of acts, orders, or

awards issued by the arbitrator prior to their appointment being revoked. Here is an analysis of the key points:

1. Continuation of Validity:
 - a. This rule asserts that the decision to revoke the appointment of an arbitrator, as made under Rule 7.6, does not affect the validity of any actions, orders, or awards that the arbitrator had already issued or carried out before their appointment was revoked.
 - b. The intent is to ensure that the work performed by the arbitrator up to the point of revocation remains legally valid and binding.
2. Preservation of Proceedings: The provision seeks to prevent disruption to the arbitral proceedings due to the change in the composition of the tribunal. It recognises that parties involved in the arbitration process should not face uncertainty about the legal status of proceedings or decisions made prior to the arbitrator's revocation.
3. Finality and Efficiency:
 - a. By affirming the validity of actions and decisions rendered by an arbitrator prior to their removal, this provision contributes to the finality of those steps and the efficiency of the arbitration process.
 - b. It also promotes confidence in the arbitration system by ensuring that parties' investments in time and resources for prior proceedings are not in vain due to subsequent changes in the tribunal.

In summary, Rule 7.7 of the SIAC 2016 Arbitration Rules emphasises that the revocation of an arbitrator's appointment under Rule 7.6 does not affect the legal validity of any acts, orders, or awards issued by that arbitrator before their appointment was revoked. This provision helps maintain the continuity, efficiency, and integrity of the arbitration proceedings despite changes in the composition of the tribunal.

7.8 After the constitution of the Tribunal, a party or non-party to the arbitration may apply to the Tribunal for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:

- a. **the additional party to be joined is prima facie bound by the arbitration agreement; or**
- b. **all parties, including the additional party to be joined, have consented to the joinder of the additional party.**

Where appropriate, an application to the Tribunal under this Rule 7.8 may be filed with the Registrar.

Rule 7.8 of the SIAC 2016 Arbitration Rules addresses the process of joining additional parties to an ongoing arbitration proceeding after the constitution of the arbitral tribunal. This provision outlines

the conditions under which such joinder may occur and the relevant application process. Here is an analysis of the key points:

1. Joinder After Constitution of the Tribunal: This rule pertains to situations where parties or non-parties seek to bring additional parties into an ongoing arbitration after the arbitral tribunal has been constituted. It recognises that circumstances may arise where the participation of new parties is necessary or desirable even after the proceedings have commenced.
2. Joinder Criteria: Parties seeking joinder must meet specific criteria outlined in either option (a) or (b):
 - a. In option (a), the additional party must be prima facie bound by the arbitration agreement. This means there should be an apparent link between the party and the arbitration agreement invoked.
 - b. In option (b), all existing parties (including the additional party) must provide consent for the joinder. This ensures that the participation of the additional party is not imposed without the agreement of all parties involved.
3. Application to the Tribunal:
 - a. The provision allows for an application for joinder to be made directly to the arbitral tribunal, which has been constituted for the ongoing arbitration.
 - b. It also states that where appropriate, this application may be filed with the Registrar. This suggests that parties may need to follow administrative procedures set out by the arbitration institution.

In summary, Rule 7.8 of the SIAC 2016 Arbitration Rules enables parties or non-parties to apply to the tribunal for the joinder of additional parties to an ongoing arbitration. The provision establishes criteria for joinder and recognises the need for the consent of existing parties or a clear connection between the additional party and the arbitration agreement. This mechanism allows flexibility in adjusting the composition of the arbitration proceedings to accommodate changing circumstances.

7.9 Subject to any specific directions of the Tribunal, the provisions of Rule 7.2 shall apply, *mutatis mutandis*, to an application for joinder under Rule 7.8.

Rule 7.9 of the SIAC 2016 Arbitration Rules addresses the procedural aspects of applying for the joinder of additional parties after the constitution of the arbitral tribunal, specifically in the context of Rule 7.8. Here is an analysis of the key points:

1. Applicability of Rule 7.2:
 - a. This provision states that the procedural requirements outlined in Rule 7.2 will apply, *mutatis mutandis*, to an application for joinder under Rule 7.8.
 - b. “*Mutatis mutandis*” means that the provisions will be applied with necessary changes or modifications to fit the new context. This ensures that the same

principles of notice, communication, and completeness apply to the joinder process under Rule 7.8.

2. Consistency in Process:
 - a. By incorporating the procedural provisions of Rule 7.2 into the process of applying for joinder under Rule 7.8, the rule ensures consistency in the application and review process.
 - b. This consistency helps maintain a structured and fair approach to the joinder of additional parties, whether such joinder occurs before or after the constitution of the arbitral tribunal.

In summary, Rule 7.9 of the SIAC 2016 Arbitration Rules emphasises that the procedural requirements for applying for joinder, as outlined in Rule 7.2, will also apply to the joinder of additional parties after the constitution of the arbitral tribunal under Rule 7.8. This approach ensures that the process remains consistent and transparent throughout different stages of the arbitration.

7.10 The Tribunal shall, after giving all parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder under Rule 7.8. The Tribunal’s decision to grant an application for joinder under this Rule 7.10 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

Rule 7.10 of the SIAC 2016 Arbitration Rules focuses on the decision-making process related to applications for the joinder of additional parties after the arbitral tribunal has been constituted. Here is an analysis of its key points:

1. Opportunity to be Heard:
 - a. The provision stipulates that the Tribunal must provide all parties involved, including the additional party to be joined, with an opportunity to be heard before making a decision on the application for joinder.
 - b. This requirement ensures procedural fairness and allows all relevant parties to present their views or arguments regarding the proposed joinder.
2. Decision-Making Authority:
 - a. The Tribunal, which consists of the appointed arbitrators, is tasked with deciding whether to grant the application for joinder under Rule 7.8.
 - b. The decision-making process is influenced by “having regard to the circumstances of the case,” implying that the Tribunal will take into consideration the specific facts and context surrounding the application.
3. Jurisdictional Implications:

- a. The rule emphasises that the Tribunal’s decision to grant an application for joinder under Rule 7.10 does not impact its authority to subsequently decide any jurisdictional issues that may arise from the decision.
- b. This provision highlights that the Tribunal’s power to assess its own jurisdiction remains intact, regardless of its decision on joinder.

In summary, Rule 7.10 of the SIAC 2016 Arbitration Rules outlines the procedures and considerations involved in deciding whether to grant an application for the joinder of additional parties after the arbitral tribunal’s constitution. It underscores the importance of providing all parties with an opportunity to be heard and clarifies that the Tribunal’s decision on joinder does not prejudice its subsequent jurisdictional determinations.

7.11 Where an application for joinder is granted under Rule 7.10, the date of receipt by the Tribunal or the Registrar, as the case may be, of the complete application for joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional party.

Rule 7.11 of the SIAC 2016 Arbitration Rules addresses the timing and commencement of the arbitration proceedings when an application for joinder of an additional party is granted by the arbitral tribunal. Here is an analysis of its key points:

1. **Effective Date of Commencement:**
 - a. The rule states that upon the grant of an application for joinder under Rule 7.10, the date when the Tribunal or the Registrar (depending on the procedure followed) receives the complete application for joinder is deemed to be the date when the arbitration proceedings commence with regard to the newly joined additional party.
 - b. This provision establishes a clear starting point for the arbitration proceedings involving the newly added party.
2. **Certainty and Clarity:** By specifying the exact moment when the arbitration in relation to the additional party begins, Rule 7.11 provides certainty and clarity to all parties involved.
3. **Harmonisation with Existing Proceedings:** Deeming the date of receipt of the complete application for joinder as the commencement date ensures that the proceedings involving the newly joined party are harmonised with the timeline and progress of the ongoing arbitration.

In summary, Rule 7.11 of the SIAC 2016 Arbitration Rules sets forth the date of commencement for the arbitration proceedings involving an additional party that has been successfully joined following the grant of an application for joinder. This provision ensures clarity, consistency, and synchronisation between the existing proceedings and those involving the newly joined party.

7.12 Where an application for joinder is granted under Rule 7.4 or Rule 7.10, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall

be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 14.

Rule 7.12 of the SIAC 2016 Arbitration Rules addresses the consequences related to the participation of a party in the constitution of the arbitral tribunal when an application for joinder of an additional party is granted. Here is an analysis of its key points:

1. **Waiver of Right to Nominate an Arbitrator:** This rule specifies that when an application for joinder is granted under either Rule 7.4 or Rule 7.10, any party that has not nominated an arbitrator or participated in forming the arbitral tribunal up to that point shall be considered to have waived its right to nominate an arbitrator or to otherwise participate in the tribunal's constitution.
2. **Exception for Challenge of Arbitrator:** The rule makes it clear that this waiver of participation does not prejudice the right of the party to later challenge an arbitrator according to the provisions outlined in Rule 14 of the SIAC 2016 Arbitration Rules.
3. **Promotion of Efficiency and Consistency:**
 - a. Rule 7.12 aims to promote efficiency in the arbitral proceedings by streamlining the process of constituting the tribunal, particularly when additional parties are joined after the initial constitution.
 - b. By deeming the waiver of participation, the rule ensures that proceedings are not unduly delayed due to the participation process for parties who have not been involved in the tribunal's formation.
4. **Balancing Interests:** The provision seeks to balance the interests of parties that have actively participated in the tribunal's formation with those who may not have had the opportunity due to the introduction of additional parties.

In summary, Rule 7.12 of the SIAC 2016 Arbitration Rules outlines the consequences for a party's participation in the constitution of the arbitral tribunal when an application for joinder of an additional party is granted. It acknowledges the waiver of participation in tribunal formation for certain parties while preserving their right to challenge an arbitrator later if necessary. This provision aims to maintain procedural efficiency and fairness in the arbitration process.

7.13 Where an application for joinder is granted under Rule 7.4 or Rule 7.10, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.

Rule 7.13 of the SIAC 2016 Arbitration Rules addresses the financial implications of granting an application for joinder of an additional party. Here is an analysis of its key points:

1. **Payment of Filing Fee:** This rule specifies that when an application for joinder of an additional party is granted under Rule 7.4 or Rule 7.10, the requisite filing fee under the SIAC 2016 Arbitration Rules shall be payable for any additional claims or counterclaims associated with the newly joined party.

2. **Financial Responsibility for Additional Claims or Counterclaims:** The provision places the responsibility of paying the requisite filing fee for any newly introduced claims or counterclaims on the parties involved in the joinder process.
3. **Ensuring Financial Balance:** Rule 7.13 ensures that the financial burden associated with the introduction of new claims or counterclaims through the joinder process is appropriately allocated to the parties seeking to assert those claims.
4. **Transparency and Predictability:** The provision promotes transparency and predictability by outlining the financial obligations associated with the addition of new claims or counterclaims through the joinder of an additional party.
5. **Incentive for Careful Consideration:** By requiring the payment of filing fees for new claims or counterclaims introduced through joinder, Rule 7.13 encourages parties to carefully consider the implications and merits of seeking the joinder of additional parties.

In summary, Rule 7.13 of the SIAC 2016 Arbitration Rules emphasises the financial aspect of granting an application for joinder of an additional party. It specifies that the requisite filing fee under the rules is payable for any additional claims or counterclaims introduced through the joinder process. This provision ensures financial balance and predictability in the arbitration proceedings while incentivising parties to consider the implications of introducing new claims or counterclaims.

8. Consolidation

8.1 Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may file an application with the Registrar to consolidate two or more arbitrations pending under these Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

- a. **all parties have agreed to the consolidation;**
- b. **all the claims in the arbitrations are made under the same arbitration agreement; or**
- c. **the arbitration agreements are compatible, and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.**

Rule 8.1 of the SIAC 2016 Arbitration Rules pertains to the consolidation of multiple arbitrations into a single arbitration proceeding. Here is an analysis of its key points:

1. **Consolidation of Arbitrations:** This rule allows a party to file an application with the Registrar to consolidate two or more arbitrations pending under the SIAC 2016 Arbitration Rules into a single arbitration proceeding.
2. **Criteria for Consolidation:** Rule 8.1 lists three criteria under which arbitrations can be consolidated:
 - a. **Agreement of All Parties:** If all parties to the arbitrations agree to consolidation.
 - b. **Same Arbitration Agreement:** If all the claims in the arbitrations are

made under the same arbitration agreement. c. Compatible Arbitration Agreements: If the arbitration agreements are compatible and meet certain conditions, including:

- a. Disputes arising from the same legal relationship(s).
 - b. Disputes arising from contracts consisting of a principal contract and its ancillary contract(s).
 - c. Disputes arising from the same transaction or series of transactions.
3. Promotion of Efficiency and Judicial Economy: Rule 8.1 aims to promote the efficiency of arbitration proceedings and judicial economy by allowing for the consolidation of related arbitrations. Consolidation can help avoid duplicate proceedings, reduce costs, and streamline the resolution of related disputes.
 4. Respect for Party Autonomy and Agreements: The provision respects party autonomy by allowing for consolidation if all parties agree. It also respects the terms of arbitration agreements by enabling consolidation when claims are made under the same arbitration agreement.
 5. Applicability of Criteria: The rule outlines distinct criteria for consolidation, providing a flexible framework that accommodates different situations under which multiple arbitrations can be consolidated.
 6. Balancing Considerations: Rule 8.1 balances the need for consolidation against the criteria listed, ensuring that consolidation occurs under circumstances that warrant it, such as when there is a substantial connection between the arbitrations.

In essence, Rule 8.1 of the SIAC 2016 Arbitration Rules establishes the criteria and process for the consolidation of multiple arbitrations into a single arbitration proceeding. The criteria consider party agreements, the nature of the claims, and the relationships between the disputes. Consolidation aims to enhance the efficiency and effectiveness of arbitration proceedings while respecting party autonomy and the terms of arbitration agreements.

8.2 An application for consolidation under Rule 8.1 shall include:

- a. the case reference numbers of the arbitrations sought to be consolidated;**
- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties and their representatives, if any, and any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;**
- c. the information specified in Rule 3.1(c) and Rule 3.1(d);**
- d. if the application is being made under Rule 8.1(a), identification of the relevant agreement and, where possible, a copy of such agreement; and**
- e. a brief statement of the facts and legal basis supporting the application.**

Rule 8.2 of the SIAC 2016 Arbitration Rules outlines the requirements for filing an application for consolidation of arbitrations under Rule 8.1. Here is an analysis of its key points:

1. **Application Requirements:** This rule mandates specific information that must be included in an application for consolidation of arbitrations under Rule 8.1.
2. **Case Reference Numbers:** The applicant must provide the case reference numbers of the arbitrations that are sought to be consolidated. This ensures clarity and proper identification of the proceedings to be combined.
3. **Party and Representative Information:** The application must contain the names, addresses, telephone numbers, facsimile numbers, and electronic mail addresses of all parties involved in the arbitrations to be consolidated. This information helps in communication and coordination during the consolidation process.
4. **Arbitrator Information:** Information about any arbitrators who have been nominated or appointed in the arbitrations to be consolidated should be included. This ensures transparency and helps in assessing potential conflicts of interest.
5. **Information from Rule 3.1(c) and (d):** Rule 3.1(c) requires a reference to the arbitration agreement invoked, and Rule 3.1(d) requires a reference to the relevant contract or instrument. Including this information in the application ensures that the basis of the consolidation request is clear.
6. **Identification of Agreement:** If the application is being made under Rule 8.1(a) (agreement of all parties), the relevant agreement must be identified, and if possible, a copy of the agreement should be included. This is necessary to verify the basis for consolidation.
7. **Supporting Statement:** The applicant must provide a brief statement of the facts and legal basis supporting the application for consolidation. This allows the relevant authorities to assess the merits of the consolidation request.
8. **Clarity and Efficiency:** Rule 8.2 aims to ensure that applications for consolidation are clear, complete, and provide the necessary information for a proper assessment. This promotes efficiency in processing consolidation requests.

In summary, Rule 8.2 of the SIAC 2016 Arbitration Rules outlines the information that must be included in an application for the consolidation of arbitrations under Rule 8.1. The requirements ensure transparency, clarity, and efficiency in the consolidation process by providing essential details about the parties, arbitrators, agreements, and the basis for consolidation.

8.3 The party applying for consolidation under Rule 8.1 shall, at the same time as it files an application for consolidation with the Registrar, send a copy of the application to all parties and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

Rule 8.3 of the SIAC 2016 Arbitration Rules pertains to the notification and service requirements when a party applies for consolidation of arbitrations under Rule 8.1. Here is an analysis of its key points:

1. Application and Notification:
 - a. This rule stipulates that the party seeking consolidation of arbitrations must file an application for consolidation with the Registrar.
 - b. Simultaneously, the party must provide a copy of the consolidation application to all other parties involved in the arbitrations to be consolidated.
2. Service of Copy: The party applying for consolidation must ensure that all other parties receive a copy of the consolidation application. This ensures that all relevant parties are informed of the consolidation request and have the opportunity to respond or raise any objections.
3. Notification to Registrar:
 - a. The party must also notify the Registrar that they have provided copies of the consolidation application to all parties.
 - b. This notification to the Registrar includes specifying the mode of service employed (such as email, courier, registered post) and the date of service. This information aids in tracking the timeline of notifications.
4. Transparency and Fairness:
 - a. Rule 8.3 emphasises transparency and fairness in the consolidation process by requiring that all parties are informed about the application for consolidation.
 - b. This requirement ensures that parties have the opportunity to respond to the application and present their views on whether the arbitrations should be consolidated.
5. Efficient Communication:
 - a. The provision for notifying the Registrar about the service of copies helps maintain transparency and clarity in the process.

- b. It also ensures that the Registrar is informed about the progress of the consolidation application and can take appropriate steps if needed.

In summary, Rule 8.3 of the SIAC 2016 Arbitration Rules focuses on ensuring that parties seeking consolidation of arbitrations provide copies of their consolidation applications to all relevant parties and notify the Registrar about the same. This requirement promotes transparency, fairness, and efficient communication throughout the consolidation process.

8.4 The Court shall, after considering the views of all parties, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation under Rule 8.1. The Court’s decision to grant an application for consolidation under this Rule 8.4 is without prejudice to the Tribunal’s power to subsequently decide any question as to its jurisdiction arising from such decision. The Court’s decision to reject an application for consolidation under this Rule 8.4, in whole or in part, is without prejudice to any party’s right to apply to the Tribunal for consolidation pursuant to Rule 8.7. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.

Rule 8.4 of the SIAC 2016 Arbitration Rules addresses the process and consequences of an application for consolidation of arbitrations under Rule 8.1. Here is an analysis of its key points:

1. Court’s Decision-Making Authority:
 - a. This rule establishes that the Court of the Singapore International Arbitration Centre (SIAC) is responsible for deciding whether to grant or reject an application for consolidation.
 - b. The Court’s decision is based on considering the views of all parties involved in the arbitrations sought to be consolidated.
2. Consideration of Circumstances: The Court’s decision is guided by the circumstances of the case, which implies that it will take into account the specific facts, complexities, and interests involved in the arbitrations.
3. Granting of Application:
 - a. If the Court determines that consolidation is appropriate, it may grant the application for consolidation, either in full or in part.
 - b. This decision enables multiple related arbitrations to be consolidated into a single arbitration proceeding.
4. Effect on Tribunal’s Jurisdiction: The decision of the Court to grant consolidation does not prejudice the power of the Tribunal (the arbitral panel) to subsequently decide any jurisdictional questions arising from the consolidation decision.
5. Rejection of Application: If the Court rejects the application for consolidation, whether in full or in part, this decision does not prevent any party from seeking consolidation through the Tribunal under Rule 8.7.

6. Continuation of Separate Arbitrations: The rule clarifies that if consolidation is not granted, the arbitrations that are not consolidated will continue as separate arbitrations under the SIAC rules.

In summary, Rule 8.4 of the SIAC 2016 Arbitration Rules outlines the role of the Court in deciding on applications for consolidation of arbitrations. The Court's decision is guided by the circumstances of the case and may grant or reject consolidation, without affecting the Tribunal's jurisdiction to address jurisdictional questions related to the consolidation decision. If consolidation is not granted, the separate arbitrations will proceed independently under the SIAC rules.

8.5 Where the Court decides to consolidate two or more arbitrations under Rule 8.4, the arbitrations shall be consolidated into the arbitration that is deemed by the Registrar to have commenced first, unless otherwise agreed by all parties or the Court decides otherwise having regard to the circumstances of the case.

Rule 8.5 of the SIAC 2016 Arbitration Rules addresses the practical aspect of consolidating arbitrations and the determination of the order of consolidation. Here is an analysis of its key points:

1. Court's Decision on Consolidation: This rule assumes that the Court has already made a decision to consolidate two or more arbitrations under Rule 8.4 of the SIAC 2016 Arbitration Rules.
2. Determining the Order of Consolidation:
 - a. When consolidating the arbitrations, the rule specifies that the arbitrations will be consolidated into the arbitration that is deemed by the Registrar to have commenced first.
 - b. This means that among the arbitrations to be consolidated, the one that initiated the earliest in terms of the commencement date will be treated as the main arbitration into which the others will be consolidated.
3. Exception for Agreements or Court Decision:
 - a. The rule allows for flexibility by stating that the order of consolidation may be different if all parties involved in the arbitrations agree on a different order.
 - b. Additionally, the Court has the authority to decide on a different order of consolidation based on the circumstances of the case.

In summary, Rule 8.5 of the SIAC 2016 Arbitration Rules specifies the principle for determining the order of consolidation when multiple arbitrations are being merged. It indicates that the arbitration that commenced first, as determined by the Registrar, will serve as the main arbitration into which the others will be consolidated. However, parties can agree on a different order, and the Court can decide on a different order based on the case's circumstances.

8.6 Where an application for consolidation is granted under Rule 8.4, the Court may revoke the appointment of any arbitrators appointed prior to the decision on consolidation. Unless otherwise agreed by all parties, Rule 9 to Rule 12 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Court’s decision under Rule 8.4.

Rule 8.6 of the SIAC 2016 Arbitration Rules deals with the practical implications of granting an application for consolidation. Here is an analysis of its key points:

Effect of Consolidation Application Grant: This rule assumes that the Court has granted an application for consolidation under Rule 8.4 of the SIAC 2016 Arbitration Rules.

1. Revocation of Arbitrators’ Appointment:
 - a. If consolidation is approved, the rule empowers the Court to revoke the appointment of any arbitrators who were appointed prior to the decision on consolidation.
 - b. This means that arbitrators who were appointed in the separate arbitrations that are being consolidated may have their appointments revoked, allowing for the reconstitution of the tribunal in the consolidated arbitration.
2. Application of Rules 9 to 12:
 - a. Unless all parties involved agree to a different approach, Rule 9 to Rule 12 of the SIAC 2016 Arbitration Rules shall apply as appropriate.
 - b. Rule 9 to Rule 12 covers aspects such as the appointment and challenge of arbitrators, the constitution of the tribunal, the tribunal’s powers, and the conduct of proceedings.
3. Timelines and Court’s Decision:
 - a. The timelines for various actions under the rules (such as appointing arbitrators or making submissions) shall run from the date of receipt of the Court’s decision to consolidate under Rule 8.4.
 - b. This ensures that parties have a clear starting point for the various procedural steps following the consolidation decision.

In essence, Rule 8.6 of the SIAC 2016 Arbitration Rules lays out the consequences of granting a consolidation application. It empowers the Court to revoke the appointments of arbitrators in the original arbitrations, specifies the application of certain procedural rules, and establishes a new starting point for the timelines in the consolidated arbitration.

8.7 After the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may apply to the Tribunal to consolidate two or more arbitrations pending under these Rules

into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

- a. all parties have agreed to the consolidation;
- b. all the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
- c. the arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s), and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

Rule 8.7 of the SIAC 2016 Arbitration Rules addresses the process of consolidating arbitrations after the constitution of the Tribunal. Here is an analysis of its key points:

1. Consolidation Application After Tribunal Constitution:
 - a. This rule allows a party to apply to the Tribunal for the consolidation of two or more arbitrations that are pending under the SIAC 2016 Arbitration Rules, into a single arbitration.
 - b. The rule assumes that the Tribunal in each of the arbitrations has already been constituted.
2. Criteria for Consolidation: The party seeking consolidation must satisfy one of the following criteria regarding the arbitrations to be consolidated:
 - a. All parties involved have agreed to the consolidation.
 - b. All the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations, or no Tribunal has been constituted in the other arbitration(s).
 - c. The arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations, or no Tribunal has been constituted in the other arbitration(s), and the disputes arise out of the same legal relationship(s), contracts with principal and ancillary contracts, or the same transaction or series of transactions.
3. Consolidation Procedure:
 - a. If the criteria are met, a party may apply to the already-constituted Tribunal for consolidation.
 - b. The Tribunal will then consider the application, hear the views of all parties involved, and assess the circumstances of the case.

4. Jurisdictional Issues and Consolidation Decision: The Tribunal's decision to grant consolidation is made without prejudice to its power to decide any jurisdictional questions that might arise due to the consolidation decision.
5. Effects of Consolidation Decision: If the Tribunal approves the consolidation application, the separate arbitrations will be merged into a single arbitration proceeding.

Rule 8.7 provides a mechanism for parties to seek consolidation even after the constitution of the Tribunal. It outlines the criteria that must be satisfied for such consolidation and the steps to be followed, while ensuring that jurisdictional issues arising from the consolidation decision are addressed by the Tribunal.

8.8 Subject to any specific directions of the Tribunal, the provisions of Rule 8.2 shall apply, *mutatis mutandis*, to an application for consolidation under Rule 8.7.

Rule 8.8 of the SIAC 2016 Arbitration Rules pertains to the procedure for applying for consolidation under Rule 8.7. Here is an analysis of this part:

1. Application for Consolidation:
 - a. This rule clarifies that the procedural requirements for applying for consolidation under Rule 8.7 are essentially the same as those outlined in Rule 8.2.
 - b. Rule 8.2 governs the procedure for making an application for consolidation before the constitution of the Tribunal. Rule 8.8, therefore, extends the applicability of those procedural requirements to the situation where consolidation is sought after the Tribunal has already been constituted.
2. Mutatis Mutandis:
 - a. The Latin term “mutatis mutandis” means “with the necessary changes having been made.” This concept is used to indicate that certain provisions apply with adjustments or modifications to suit the context or circumstances.
 - b. In the context of Rule 8.8, the application of the procedural requirements of Rule 8.2 to an application for consolidation under Rule 8.7 is not identical, but rather adapted to fit the new context.
 - c. Essentially, the rule confirms that the procedural framework for consolidation remains consistent, even if the application is made after the Tribunal has already been constituted.
3. Consistency and Clarity:
 - a. By incorporating the procedural framework from Rule 8.2, Rule 8.8 ensures consistency and clarity in the application process for consolidation, whether it occurs before or after the Tribunal's constitution.

- b. Parties and the Tribunal can refer to a familiar set of procedures when dealing with applications for consolidation.

Overall, Rule 8.8 simplifies the application process for consolidation after the constitution of the Tribunal by applying the procedural rules from Rule 8.2 in a way that suits the changed context. This consistency in procedure enhances the predictability and transparency of the consolidation process under the SIAC 2016 Arbitration Rules.

8.9 The Tribunal shall, after giving all parties the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation under Rule 8.7. The Tribunal’s decision to grant an application for consolidation under this Rule 8.9 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.

Rule 8.9 of the SIAC 2016 Arbitration Rules deals with the process and outcomes of an application for consolidation made to the Tribunal under Rule 8.7. Here is an analysis of this part:

1. Consolidation Decision by Tribunal:
 - a. This rule outlines the role and authority of the Tribunal in the consolidation process. It states that the Tribunal will consider the application for consolidation and make a decision.
 - b. The Tribunal is tasked with reviewing the application, providing all parties with an opportunity to present their views, and taking into account the specific circumstances of the case.
2. Opportunity to be Heard:
 - a. The rule emphasises due process by ensuring that all parties are given the opportunity to be heard before the Tribunal makes a decision on consolidation.
 - b. This ensures fairness and procedural justice, allowing parties to present their arguments or objections related to the consolidation.
3. Jurisdictional Considerations:
 - a. The rule specifies that the Tribunal’s decision to grant consolidation under Rule 8.9 does not affect its jurisdiction to decide questions related to jurisdiction that may arise as a result of the consolidation decision.
 - b. This means that while the Tribunal decides on consolidation, it retains the authority to assess any jurisdictional challenges that may arise from the consolidation itself.
4. Continuation of Separate Arbitrations:
 - a. The rule clarifies that arbitrations that are not consolidated will continue as separate proceedings under the SIAC 2016 Arbitration Rules.

- b. This underscores the principle that consolidation is not mandatory and does not automatically affect pending arbitrations that are not included in the consolidation decision.

Overall, Rule 8.9 ensures that the consolidation process is carried out fairly and transparently by empowering the Tribunal to make decisions based on the specific circumstances of each case. It also reinforces the Tribunal’s authority to address questions related to jurisdiction, while making it clear that consolidation is not obligatory and will not impact separate arbitrations.

8.10 Where an application for consolidation is granted under Rule 8.9, the Court may revoke the appointment of any arbitrators appointed prior to the decision on consolidation.

Rule 8.10 of the SIAC 2016 Arbitration Rules pertains to the consequences of granting an application for consolidation under Rule 8.9. Here is an analysis of this part:

1. Revocation of Arbitrators’ Appointments:
 - a. This rule states that if an application for consolidation under Rule 8.9 is granted by the Tribunal, the Court may revoke the appointment of any arbitrators who were appointed prior to the decision on consolidation.
 - b. This provision acknowledges the practical implications of consolidation, including the need to ensure a consistent and coherent arbitral process after consolidation.
2. Reason for Revocation:
 - a. The reason for potentially revoking arbitrators’ appointments is to align the composition of the Tribunal with the new consolidated arbitration.
 - b. Consolidation often involves multiple related cases with potentially different arbitrators. To ensure uniformity and procedural fairness, the revocation of previously appointed arbitrators may be necessary.
3. Flexible Approach:
 - a. The use of “may” in the rule suggests that the decision to revoke arbitrators’ appointments is discretionary, not mandatory.
 - b. This allows for flexibility, acknowledging that in some cases, the Tribunal composition might not need to change even after consolidation.
4. Implications for Parties:
 - a. If arbitrators’ appointments are revoked, it might necessitate the nomination or appointment of new arbitrators for the consolidated arbitration.
 - b. This can affect the parties’ choices and preferences regarding arbitrator selection, potentially leading to adjustments in the composition of the Tribunal.

Overall, Rule 8.10 addresses the practical aspects of consolidation by providing the Court with the authority to adjust the composition of the Tribunal to align with the newly consolidated arbitration. The discretionary nature of this provision ensures that the Tribunal's composition remains appropriate and in line with the unique circumstances of each consolidated case.

8.11 The Court's decision to revoke the appointment of any arbitrator under Rule 8.6 or Rule 8.10 is without prejudice to the validity of any act done or order or Award made by the arbitrator before his appointment was revoked.

Rule 8.11 of the SIAC 2016 Arbitration Rules addresses the implications of revoking the appointment of an arbitrator in the context of consolidation. Here is an analysis of this part:

1. Protection of Prior Actions:
 - a. This rule establishes that revoking the appointment of an arbitrator under either Rule 8.6 or Rule 8.10 does not invalidate any actions, orders, or awards that the arbitrator might have taken or made before their appointment was revoked.
 - b. The purpose of this provision is to ensure that the procedural progress and decisions made by the arbitrator before the revocation remain valid and effective.
2. Consistency and Legal Validity:
 - a. The provision emphasises that despite the change in the arbitrator's status due to revocation, the decisions made by them should not be retroactively invalidated.
 - b. This maintains the legal validity and integrity of the arbitration process and the awards issued prior to the revocation.
3. Finality of Prior Decisions:
 - a. By stipulating that the validity of any act, order, or award is preserved, the rule underscores the finality and binding nature of the arbitrator's decisions up to the point of their removal.
 - b. This principle is crucial to avoid disrupting the proceedings and ensuring that parties can rely on the prior actions and awards rendered during the arbitration.
4. Clarity and Legal Certainty:
 - a. Including this provision in the rules enhances clarity and legal certainty for parties involved in the arbitration process.
 - b. It provides assurance that the decisions made by an arbitrator before their appointment was revoked will remain unaffected by subsequent changes.

In summary, Rule 8.11 is designed to safeguard the integrity of the arbitration process by ensuring that actions, orders, and awards issued by an arbitrator prior to their appointment being revoked due to

consolidation are not invalidated. This approach maintains consistency and legal validity while acknowledging the procedural changes brought about by consolidation.

8.12 Where an application for consolidation is granted under Rule 8.4 or Rule 8.9, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 14.

Rule 8.12 of the SIAC 2016 Arbitration Rules addresses the consequences for a party who has not nominated an arbitrator or participated in the constitution of the Tribunal when an application for consolidation is granted. Here is an analysis of this part:

1. **Impact on Participation:** This rule states that if a party has not nominated an arbitrator or otherwise been part of the process to form the Tribunal, and consolidation is subsequently granted under either Rule 8.4 or Rule 8.9, that party is considered to have waived its right to participate in the nomination or constitution of the Tribunal for the consolidated arbitration.
2. **Waiver of Rights:**
 - a. The rule implies that by not participating in the Tribunal constitution process, the party effectively waives its opportunity to influence or nominate an arbitrator in the consolidated arbitration.
 - b. This waiver is without prejudice to the party's right to challenge an arbitrator under Rule 14 if necessary.
3. **Efficiency and Streamlining:** This provision contributes to the efficiency and streamlining of the arbitration process, particularly in consolidated cases. It prevents unnecessary delays caused by parties who did not engage in the earlier Tribunal formation process.
4. **Preservation of Challenge Right:**
 - a. The rule clarifies that the party's decision to waive participation in the Tribunal constitution process does not affect their right to challenge an arbitrator later, as stipulated in Rule 14.
 - b. This preserves the party's ability to raise concerns about arbitrator bias or lack of qualification, even if they waived their right to participate in the initial appointment.
5. **Balancing Rights and Efficiency:** This rule strikes a balance between the parties' rights and the need for an efficient arbitration process. It ensures that parties who actively participate in the process are not unduly delayed by those who choose not to engage.

In summary, Rule 8.12 of the SIAC 2016 Arbitration Rules outlines the consequences for a party that did not participate in the nomination or constitution of the Tribunal when consolidation is granted. While this party loses the right to participate in Tribunal formation, it retains the ability to challenge an arbitrator if necessary, ensuring a fair balance between efficiency and party rights.

9. Number and Appointment of Arbitrators

9.1 A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Registrar, giving due regard to any proposals by the parties, that the complexity, the quantum involved or other relevant circumstances of the dispute, warrants the appointment of three arbitrators.

Rule 9.1 of the SIAC 2016 Arbitration Rules outlines the procedure for appointing the number of arbitrators in an arbitration proceeding. Here is an analysis of this part:

1. **Default Appointment:** This rule establishes a default rule that a sole arbitrator will be appointed for any arbitration under the SIAC 2016 Arbitration Rules, unless the parties have explicitly agreed to a different number of arbitrators.
2. **Exceptional Circumstances for Three Arbitrators:**
 - a. The rule provides an exception to the default rule in cases where the complexity of the dispute, the amount in dispute (quantum), or other relevant circumstances suggest that a three-member tribunal is necessary.
 - b. The Registrar, who is responsible for administrative aspects of the arbitration, plays a pivotal role in determining whether such exceptional circumstances exist.
3. **Registrar’s Role:**
 - a. The Registrar’s decision to appoint a sole arbitrator or three arbitrators takes into account any proposals made by the parties.
 - b. The Registrar’s decision is based on a balancing act – considering the nature and complexity of the dispute while also taking into account the parties’ preferences or agreements.
4. **Balancing Efficiency and Fairness:** The rule strikes a balance between efficiency and fairness. A sole arbitrator can lead to faster proceedings and reduced costs, while three arbitrators might ensure a more comprehensive analysis in complex disputes.
5. **Party Autonomy and Flexibility:** The rule recognises party autonomy by allowing parties to agree on the number of arbitrators, granting them the flexibility to tailor the arbitration process to their specific needs and preferences.
6. **Objective Criteria for Three Arbitrators:** The criteria for appointing three arbitrators, such as complexity and quantum, are objective and measurable factors, which enhances the transparency and predictability of the arbitration process.
7. **Pragmatic Approach:** This provision reflects a pragmatic approach to tribunal composition. It acknowledges that disputes can vary significantly in complexity and scope, warranting the flexibility to adapt the number of arbitrators accordingly.

In summary, Rule 9.1 of the SIAC 2016 Arbitration Rules establishes the default appointment of a sole arbitrator and provides criteria for considering the appointment of three arbitrators based on factors such as complexity and quantum. It balances party autonomy, efficiency, and fairness while ensuring a flexible approach to arbitration proceedings.

9.2 If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person including by the arbitrators already appointed, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules.

Rule 9.2 of the SIAC 2016 Arbitration Rules addresses the appointment of arbitrators when the parties have agreed to a specific procedure for selecting arbitrators. Here is an analysis of this part:

1. Recognition of Party-Appointed Arbitrators:
 - a. This rule acknowledges situations where the parties have agreed that certain arbitrators will be appointed by one or more of the parties or by a third person.
 - b. Such agreements are respected and treated as agreements falling under the purview of the SIAC Rules.
2. Equivalence to SIAC Appointment:
 - a. The rule clarifies that any agreement by the parties to appoint arbitrators through a specific process is tantamount to agreeing to nominate an arbitrator under the SIAC Rules.
 - b. This ensures that the SIAC Rules are applicable to the appointment process, even if the parties have a separate arrangement.
3. Maintaining Consistency and Fairness: This provision aims to ensure consistency and fairness in the arbitration process. While parties have the freedom to agree on specific appointment procedures, they are still subject to the overarching framework of the SIAC Rules.
4. Respect for Party Autonomy: The rule respects party autonomy by recognising their freedom to determine how arbitrators are appointed, while still ensuring that the process aligns with the procedural framework of the SIAC Rules.
5. Clarity and Predictability: By considering such agreements as agreements to nominate arbitrators under the SIAC Rules, this rule enhances clarity and predictability in the arbitration process.
6. Flexibility in Appointment Procedures: This rule acknowledges that parties may have different preferences and mechanisms for appointing arbitrators. It allows for flexibility in accommodating these preferences while upholding the core principles of the SIAC Rules.

In summary, Rule 9.2 of the SIAC 2016 Arbitration Rules ensures that when parties have agreed on specific procedures for appointing arbitrators, those agreements are treated as nominations under the

SIAC Rules. This maintains consistency, fairness, and predictability in the arbitration process, while respecting party autonomy and allowing for flexibility in appointment procedures.

9.3 In all cases, the arbitrators nominated by the parties, or by any third person including by the arbitrators already appointed, shall be subject to appointment by the President in his discretion.

Rule 9.3 of the SIAC 2016 Arbitration Rules addresses the final step in the appointment of arbitrators, particularly in cases where the parties or third parties are involved in the nomination process. Here is an analysis of this part:

1. Presidential Oversight:
 - a. This rule introduces a mechanism of oversight by the President of SIAC in the arbitrator appointment process.
 - b. While the parties or third parties may nominate arbitrators, the final appointment is subject to the discretion of the President.
2. Preserving Neutrality and Impartiality:
 - a. The provision enhances the perception of neutrality and impartiality of the appointed arbitrators.
 - b. By subjecting the nominated arbitrators to the President's discretion, the process avoids potential conflicts of interest that might arise from direct party or third-party appointments.
3. Ensuring Quality and Expertise:
 - a. The discretionary role of the President implies that SIAC maintains a level of quality and expertise among appointed arbitrators.
 - b. The President can use their judgment to assess the qualifications, experience, and expertise of the nominated arbitrators.
4. Flexibility and Pragmatism:
 - a. The discretionary power of the President allows for flexibility in the appointment process.
 - b. The President can consider the specific circumstances of each case and make informed decisions based on the best interests of the arbitration proceedings.
5. Presidential Authority and Impartiality:
 - a. The rule demonstrates the authority of the President within the SIAC framework.
 - b. It showcases SIAC's commitment to upholding the principles of impartiality and integrity in the appointment process.

6. **Balancing Party Autonomy with Institutional Oversight:** While parties have the freedom to nominate arbitrators, this provision introduces an institutional layer of review to maintain a balance between party autonomy and institutional control.

In summary, Rule 9.3 of the SIAC 2016 Arbitration Rules outlines the role of the President in the appointment of arbitrators nominated by the parties or third parties. By subjecting these nominations to the President’s discretion, the rule aims to ensure the neutrality, quality, and expertise of the appointed arbitrators while maintaining flexibility and preserving the institution’s authority.

9.4 The President shall appoint an arbitrator as soon as practicable. Any decision by the President to appoint an arbitrator under these Rules shall be final and not subject to appeal.

Rule 9.4 of the SIAC 2016 Arbitration Rules pertains to the appointment of arbitrators by the President of SIAC and underscores the timeliness and finality of such appointments. Here is an analysis of this part:

1. **Timely Appointment:**
 - a. This rule emphasises the importance of promptly appointing an arbitrator by stating that the President should do so “as soon as practicable.”
 - b. Timely appointment contributes to the efficient commencement of arbitration proceedings and helps avoid unnecessary delays.
2. **Efficiency and Dispute Resolution:**
 - a. The provision aligns with the broader goal of efficient and expeditious dispute resolution that arbitration seeks to achieve.
 - b. Swift appointment ensures that the arbitration process gets underway without undue delay, allowing parties to address their disputes in a timely manner.
3. **Finality of Decision:**
 - a. This rule underscores the finality of the President’s decision to appoint an arbitrator.
 - b. The decision is explicitly stated to be “final and not subject to appeal,” highlighting the authority vested in the President in the appointment process.
4. **Avoidance of Protracted Disputes:** By stating that the President’s decision is not subject to appeal, the rule discourages parties from challenging appointments and potentially dragging out the appointment process through disputes.
5. **Presidential Authority and Autonomy:**
 - a. The rule reinforces the authority and autonomy of the President in the arbitrator appointment process.

- b. It establishes a clear process wherein the President exercises discretion to appoint an arbitrator, and this decision is respected without the possibility of further challenges.
6. Predictability and Certainty:
- a. The provision contributes to predictability and certainty in the arbitration process.
 - b. Parties can rely on the President’s appointment decision without concerns about potential appeals, ensuring a smoother progression of the proceedings.

In summary, Rule 9.4 of the SIAC 2016 Arbitration Rules emphasises the swift appointment of arbitrators by the President, highlighting the efficiency, finality, and authority associated with this process. This approach aims to streamline arbitration proceedings, enhance predictability, and encourage parties to engage in the process without unnecessary challenges to appointments.

9.5 The President may appoint any nominee whose appointment has already been suggested or proposed by any party.

Rule 9.5 of the SIAC 2016 Arbitration Rules addresses the discretion and authority of the President to consider and appoint arbitrators based on nominees suggested or proposed by the parties. Here is an analysis of this part:

1. Flexibility and Party Involvement:
 - a. This rule reflects the flexibility of the arbitration process by allowing the President to consider and appoint arbitrators based on nominations put forth by the parties.
 - b. It encourages parties to actively participate in the selection of arbitrators, fostering a sense of ownership and collaboration in the arbitration proceedings.
2. Facilitation of Agreement:
 - a. By enabling the President to appoint arbitrators nominated by the parties, the rule aims to facilitate the parties’ agreement on the choice of arbitrator.
 - b. This approach helps avoid potential disputes over the appointment and contributes to a smoother commencement of the arbitration process.
3. Recognition of Party Preferences:
 - a. The provision acknowledges the parties’ preferences and nominations by allowing the President to appoint a nominee suggested or proposed by any party.
 - b. This recognition of party preferences adds a layer of fairness and respect for the parties’ input in the arbitration process.
4. Streamlined Process:

- a. By allowing the President to appoint an arbitrator based on nominations, the rule contributes to a streamlined appointment process.
 - b. It reduces the need for extensive back-and-forth negotiations over the appointment, which can sometimes cause delays.
5. Efficiency and Dispute Resolution:
- a. Allowing the President to consider party-nominated arbitrators aligns with the broader goal of efficiency in arbitration.
 - b. It encourages parties to actively engage in the appointment process, contributing to the timely resolution of disputes.
6. Presidential Discretion:
- a. While the President has the authority to appoint arbitrators based on nominations, this rule still grants the President discretion in making the final appointment decision.
 - b. The President’s discretion ensures that the appointment aligns with the overall goals and standards of the arbitration process.

In summary, Rule 9.5 of the SIAC 2016 Arbitration Rules highlights the President’s authority to appoint arbitrators based on nominees suggested by the parties. This approach promotes flexibility, party involvement, and efficient appointment processes while maintaining the President’s discretion to ensure the overall integrity and fairness of the arbitration proceedings.

9.6 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and any Practice Notes for the time being in force, or in accordance with the agreement of the parties.

Rule 9.6 of the SIAC 2016 Arbitration Rules deals with the determination of the terms of appointment for arbitrators. Here is an analysis of this part:

1. Role of the Registrar:
 - a. This rule establishes the Registrar’s authority to determine the terms of appointment for each arbitrator.
 - b. The Registrar’s role is essential in ensuring that the terms of appointment are consistent with the SIAC rules and any relevant Practice Notes, as well as any agreements made by the parties.
2. Flexibility and Adherence to Rules: The rule highlights the balance between flexibility and adherence to the rules. It allows the Registrar to set the terms while ensuring they are in line with the established arbitration rules and guidelines.
3. Practice Notes and Guidelines:

- a. The rule references the importance of Practice Notes as supplementary documents that can provide guidance on determining the terms of appointment.
 - b. Practice Notes can offer procedural clarifications, best practices, and considerations for ensuring a smooth arbitration process.
4. Party Agreement:
- a. The rule also emphasises that the terms of appointment can be determined based on the agreement of the parties.
 - b. This reflects the principle of party autonomy in arbitration, allowing the parties to customise the terms to suit their specific needs and preferences.
5. Consistency and Fairness:
- a. By specifying the factors that determine the terms of appointment, this rule contributes to the consistency and fairness of the arbitration process.
 - b. It ensures that arbitrators are appointed under clear terms, preventing any ambiguity or misunderstanding regarding their roles, responsibilities, and compensation.
6. Administrative Efficiency:
- a. Assigning the responsibility of determining terms to the Registrar streamlines the administrative process.
 - b. This avoids unnecessary delays and disputes related to the terms of appointment and helps maintain the efficiency of the arbitration proceedings.

In summary, Rule 9.6 of the SIAC 2016 Arbitration Rules establishes the Registrar’s role in fixing the terms of appointment for arbitrators. It emphasises the importance of adhering to the SIAC rules and Practice Notes, while also allowing flexibility for party agreements. This approach contributes to the clarity, consistency, and efficiency of the arbitration process while accommodating the needs of the parties involved.

10. Sole Arbitrator

10.1 If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons to serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, Rule 9.3 shall apply.

Rule 10.1 of the SIAC 2016 Arbitration Rules addresses the process of appointing a sole arbitrator in cases where the parties have not agreed on a specific arbitrator beforehand. Here is an analysis of this part:

1. Proposing a Sole Arbitrator:

- a. This rule establishes the process by which a sole arbitrator is proposed when the parties have not agreed on one beforehand.
 - b. Either party is granted the right to propose one or more potential arbitrators to the other party.
2. Facilitating Agreement:
- a. The rule aims to facilitate agreement between the parties by allowing them to suggest potential arbitrators.
 - b. This approach encourages cooperation and involvement from both sides in the arbitration process.
3. Party Autonomy:
- a. The rule respects the principle of party autonomy by giving each party the opportunity to participate in the selection process.
 - b. This reflects the parties' control over the arbitration process and aligns with the idea that arbitration is a consensual method of dispute resolution.
4. Flexibility in Selection:
- a. By permitting each party to propose one or more arbitrators, the rule allows for a broader range of potential candidates.
 - b. This flexibility can lead to a more balanced and considered choice of arbitrator.
5. Engagement and Communication:
- a. The rule encourages direct communication between the parties, which can lead to an understanding of each party's preferences and considerations.
 - b. It facilitates an open dialogue that may lead to the consensus on a suitable arbitrator.
6. Reference to Rule 9.3:
- a. The rule refers to Rule 9.3, which states that the President of the Court makes the final appointment of the arbitrator.
 - b. Once the parties reach an agreement on the proposed arbitrator, the appointment follows the procedure established in Rule 9.3.

In summary, Rule 10.1 of the SIAC 2016 Arbitration Rules outlines the process for proposing a sole arbitrator when the parties have not previously agreed on one. It promotes party autonomy, cooperation, and engagement in the selection process while ensuring that the ultimate appointment is made by the President of the Court. This approach maintains a balance between the parties' involvement and the authority of the arbitration institution.

10.2 If within 21 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or set by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the President shall appoint the sole arbitrator.

Rule 10.2 of the SIAC 2016 Arbitration Rules addresses the situation when the parties are unable to agree on the nomination of a sole arbitrator. Here is an analysis of this part:

1. Time Frame for Agreement:
 - a. The rule specifies a time frame of 21 days from the commencement of the arbitration during which the parties have the opportunity to reach an agreement on the nomination of a sole arbitrator.
 - b. This time frame provides a clear and defined period within which the parties must engage in the selection process.
2. Flexibility in Agreement Period:
 - a. The rule also recognises that the parties can agree on a different time period for reaching an agreement on the appointment of a sole arbitrator.
 - b. This acknowledges the parties' ability to adapt the process to their specific circumstances and needs.
3. Role of the Registrar:
 - a. The Registrar plays a role in setting the period within which the parties must reach an agreement if it is not the standard 21 days.
 - b. This involvement by the Registrar ensures that the process remains organised and compliant with the arbitration rules.
4. Presidential Appointment:
 - a. If the parties fail to reach an agreement on the nomination of a sole arbitrator within the specified time frame or upon request by either party, the President of the Court takes over the appointment process.
 - b. This provision safeguards the arbitration process by ensuring that, if the parties cannot agree, a neutral and impartial arbitrator will be appointed to move the proceedings forward.
5. Resolution of Deadlock:
 - a. The rule acts as a mechanism to resolve any deadlock that may arise between the parties during the selection process.
 - b. It prevents situations where disputes over the choice of arbitrator could delay or impede the arbitration proceedings.

6. **Timely Progression of the Case:** By setting a deadline for agreement or invoking the President’s appointment, the rule ensures that the arbitration process proceeds in a timely manner, promoting efficiency and preventing unnecessary delays.

In summary, Rule 10.2 of the SIAC 2016 Arbitration Rules establishes a framework for the appointment of a sole arbitrator when the parties fail to agree within the specified time frame. It provides a balanced approach by allowing the parties an initial period for agreement and then enabling the President to step in if needed to maintain the progression of the case. This approach balances party autonomy with the need for timely and efficient resolution of disputes.

11. Three Arbitrators

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

Rule 11.1 of the SIAC 2016 Arbitration Rules outlines the process for appointing three arbitrators in an arbitration proceeding. Here is an analysis of this part:

1. **Equal Representation:**
 - a. The rule ensures that each party has an equal opportunity to participate in the appointment of arbitrators when three arbitrators are required.
 - b. This provision contributes to maintaining a sense of fairness and equity in the arbitration process.
2. **Party Autonomy:**
 - a. By allowing each party to nominate one arbitrator, the rule respects the principle of party autonomy.
 - b. Parties are given the authority to choose an arbitrator who they believe will fairly represent their interests and contribute to a balanced tribunal.
3. **Minimising Bias and Ensuring Diversity:**
 - a. The rule minimises the potential for bias by allowing each party to have a say in the selection of an arbitrator.
 - b. This approach can enhance the perception of impartiality and fairness in the arbitration process.
 - c. Additionally, the process of each party nominating one arbitrator helps ensure diversity of perspectives on the tribunal.
4. **Preservation of Neutrality:**
 - a. The requirement for each party to nominate an arbitrator serves to preserve the neutrality of the arbitral tribunal.

- b. With each party's direct involvement, there is less likelihood of a single-party-dominated tribunal.
- 5. Facilitating Tribunal Formation:
 - a. The rule provides a clear procedure for selecting arbitrators, which helps expedite the formation of the arbitral tribunal.
 - b. This procedure reduces uncertainty and streamlines the appointment process.
- 6. Preventing Delay and Deadlock: By mandating that each party nominate an arbitrator, the rule prevents situations where one party refuses to nominate or participate, which could lead to deadlock.
- 7. Encouraging Collaboration: The rule encourages the parties to collaborate during the initial stages of the arbitration, which can set a positive tone for the overall proceedings.

In summary, Rule 11.1 of the SIAC 2016 Arbitration Rules reflects the principle of party autonomy while ensuring the appointment of three arbitrators in a balanced and fair manner. It promotes equal representation, minimises bias, and contributes to the efficient formation of the arbitral tribunal.

11.2 If a party fails to make a nomination of an arbitrator within 14 days after receipt of a party's nomination of an arbitrator, or within the period otherwise agreed by the parties or set by the Registrar, the President shall proceed to appoint an arbitrator on its behalf.

Rule 11.2 of the SIAC 2016 Arbitration Rules addresses the situation when a party fails to nominate an arbitrator within the stipulated time frame in a three-arbitrator tribunal. Here is an analysis of this part:

- 1. Timely Process:
 - a. The rule sets a clear time frame of 14 days for a party to nominate an arbitrator.
 - b. This provision ensures that the arbitration process proceeds smoothly and efficiently, without unnecessary delays due to missing or late nominations.
- 2. Encouraging Active Participation:
 - a. By imposing a deadline for the nomination of an arbitrator, the rule encourages parties to actively participate in the appointment process.
 - b. Parties are motivated to promptly make their nominations to avoid the President stepping in to make the appointment.
- 3. Maintaining Tribunal Formation:
 - a. The provision helps prevent potential issues of tribunal formation caused by parties failing to nominate their arbitrators.
 - b. Ensuring that all parties participate in the nomination process contributes to the balanced composition of the tribunal.

4. Ensuring Neutrality:
 - a. In situations where one party fails to nominate an arbitrator, the President's appointment serves to ensure that the tribunal remains impartial and neutral.
 - b. This prevents one party from attempting to control the composition of the tribunal by not making a nomination.
5. Preserving Efficiency:
 - a. By authorising the President to make an appointment on behalf of the non-compliant party, the rule prevents unnecessary delays in the arbitration proceedings.
 - b. This is crucial to maintain the efficiency and effectiveness of the arbitration process.
6. Provision for Flexibility: The rule acknowledges that parties may agree to a different time frame for nomination, allowing flexibility for parties to customise the process to their needs.
7. Neutral Arbitrator Appointment: The President's appointment in case of non-compliance ensures that a neutral arbitrator is added to the tribunal, avoiding an imbalance that could arise from one party's failure to nominate.

In summary, Rule 11.2 of the SIAC 2016 Arbitration Rules ensures that the process of nominating arbitrators is timely and efficient. It prevents the arbitration process from being hindered by a party's failure to nominate an arbitrator and safeguards the neutrality and effectiveness of the arbitral tribunal.

11.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Registrar, the President shall appoint the third arbitrator, who shall be the presiding arbitrator.

Rule 11.3 of the SIAC 2016 Arbitration Rules deals with the appointment of the presiding arbitrator in a three-arbitrator tribunal when the parties have not agreed upon a specific procedure or failed to nominate the third arbitrator within the agreed period. Here is an analysis of this part:

1. Preserving Tribunal Neutrality:
 - a. The rule ensures that the third arbitrator, who will serve as the presiding arbitrator, is appointed by the President in cases where the parties have not agreed on an alternative procedure.
 - b. This appointment by the President helps maintain the neutrality and impartiality of the tribunal.
2. Filling Potential Vacancies: If the parties have not agreed on a method for appointing the presiding arbitrator, the rule fills a potential gap in the process, preventing situations where a presiding arbitrator might not be appointed due to procedural disagreements.

3. Avoiding Delays:
 - a. The provision is essential to avoid delays that may arise if parties cannot agree on a procedure or fail to nominate the third arbitrator within the specified time frame.
 - b. The President's authority to make the appointment ensures the arbitration process continues smoothly.
4. Ensuring Balanced Tribunal Composition:
 - a. The rule safeguards the balanced composition of the tribunal by ensuring the appointment of the presiding arbitrator, even in the absence of parties' agreement.
 - b. This contributes to the integrity and credibility of the arbitration process.
5. Efficiency in Tribunal Formation: By authorising the President to appoint the presiding arbitrator, the rule streamlines the process of forming the tribunal, avoiding procedural bottlenecks.
6. Default Procedure:
 - a. The rule outlines a default procedure to be followed when the parties have not agreed upon another procedure.
 - b. This default procedure provides clarity and ensures consistency in the appointment of the presiding arbitrator.

In summary, Rule 11.3 of the SIAC 2016 Arbitration Rules ensures that the presiding arbitrator is appointed even in situations where parties have not agreed on a procedure or have not made a nomination within the stipulated time. This provision maintains the efficiency, neutrality, and functionality of the arbitral tribunal, contributing to a fair and effective arbitration process.

12. Multi-Party Appointment of Arbitrator(s)

12.1 Where there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, the parties may agree to jointly nominate the sole arbitrator. In the absence of such joint nomination having been made within 28 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the President shall appoint the sole arbitrator.

Rule 12.1 of the SIAC 2016 Arbitration Rules addresses the appointment of a sole arbitrator when there are more than two parties involved in the arbitration. It outlines the procedure for nominating the sole arbitrator and provides for the President's role in the appointment if parties fail to reach an agreement. Here is an analysis of this part:

1. Flexibility for Parties:
 - a. The rule acknowledges that situations with more than two parties can be complex, and it allows parties to jointly nominate a sole arbitrator if they choose to do so.

- b. This provision provides parties with flexibility and autonomy in determining the composition of the tribunal.
- 2. Promoting Efficiency:
 - a. By allowing parties to jointly nominate the sole arbitrator, the rule encourages collaboration among multiple parties, which can help streamline the appointment process.
 - b. The provision aims to expedite the arbitration process and minimise delays.
- 3. Default Procedure for Non-Agreement:
 - a. If the parties do not agree on a joint nomination within the specified time frame (28 days from the commencement of arbitration), or within a period agreed upon by the parties or set by the Registrar, the President steps in to make the appointment.
 - b. This default procedure ensures that the arbitration process can move forward even if parties cannot reach an agreement.
- 4. Preserving Neutrality: The involvement of the President in appointing the sole arbitrator in case of non-agreement maintains the neutrality and impartiality of the appointment process.
- 5. Avoiding Deadlocks:
 - a. The provision helps prevent potential deadlocks that could arise if multiple parties fail to agree on a single nominee for the sole arbitrator position.
 - b. The President’s appointment ensures the arbitration can proceed without unnecessary delays.
- 6. Balancing Autonomy and Expediency:
 - a. The rule balances the parties’ autonomy to nominate the sole arbitrator with the need for an efficient and timely arbitration process.
 - b. It provides a practical mechanism to address scenarios where parties cannot agree within a reasonable time frame.

In conclusion, Rule 12.1 of the SIAC 2016 Arbitration Rules offers parties the option to jointly nominate a sole arbitrator when multiple parties are involved in the arbitration. If parties do not reach an agreement within the specified time frame, the President is empowered to make the appointment. This provision balances parties’ autonomy with the need for an efficient and fair arbitration process.

12.2 Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. The third arbitrator, who shall be the presiding arbitrator,

shall be appointed in accordance with Rule 11.3. In the absence of both such joint nominations having been made within 28 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the President shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.

Rule 12.2 of the SIAC 2016 Arbitration Rules addresses the appointment of three arbitrators when there are more than two parties involved in the arbitration. It outlines a structured procedure for nominating arbitrators and provides for the President's role in appointments if parties fail to nominate within a specified time frame. Here is an analysis of this part:

1. Distribution of Responsibilities:
 - a. The rule introduces a clear process for appointing three arbitrators when multiple parties are involved. It designates responsibilities to both the Claimant(s) and Respondent(s) for nominating their respective arbitrators.
 - b. This structured approach prevents confusion and ensures that each party has a role in forming the tribunal.
2. Joint Nominations: The rule encourages cooperation and consensus among the parties by requiring them to jointly nominate their arbitrators. This approach aims to promote a balanced tribunal composition and a fair arbitration process.
3. Role of the Presiding Arbitrator:
 - a. The rule specifies that the third arbitrator, who serves as the presiding arbitrator, will be appointed in accordance with Rule 11.3.
 - b. This ensures consistency with the overall arbitration process and maintains the principles of fairness and impartiality.
4. Avoiding Delays: The provision sets a time frame (28 days from the commencement of arbitration) within which joint nominations should be made. This prevents unnecessary delays in the appointment process.
5. President's Role in Non-Nomination:
 - a. If the parties fail to make the required joint nominations within the specified time frame, the President assumes the responsibility of appointing all three arbitrators.
 - b. This ensures that the arbitration process continues even in the absence of party nominations, safeguarding the proceedings from potential stalemates.
6. Preserving Tribunal Composition: The President designates one of the appointed arbitrators to serve as the presiding arbitrator. This preserves the balanced composition of the tribunal and maintains the tribunal's integrity.
7. Efficiency and Orderliness: The rule contributes to an orderly and efficient arbitration process by outlining a clear procedure for multiple-party arbitrations.

8. **Neutrality and Impartiality:** The structured process, including the President’s involvement in case of non-nomination, maintains the neutrality and impartiality of the appointment process.

In summary, Rule 12.2 of the SIAC 2016 Arbitration Rules provides a systematic approach to the appointment of three arbitrators in cases involving multiple parties. It emphasises joint nominations by the Claimant(s) and Respondent(s) and outlines the President’s role in case of non-nomination within the stipulated time frame. This approach promotes cooperation, efficiency, and the principles of fairness in the arbitration proceedings.

13. Qualifications of Arbitrators

13.1 Any arbitrator appointed in an arbitration under these Rules, whether or not nominated by the parties, shall be and remain at all times independent and impartial.

Rule 13.1 of the SIAC 2016 Arbitration Rules addresses the crucial principles of independence and impartiality that arbitrators must adhere to in arbitrations conducted under these rules. Here is a detailed analysis of this part:

1. **Fundamental Principle:**
 - a. This rule underscores the fundamental principle of independence and impartiality that arbitrators must uphold throughout the arbitration process.
 - b. Independence refers to the arbitrator’s freedom from any direct or indirect influence by the parties or external factors.
 - c. Impartiality signifies the arbitrator’s objective and unbiased approach, treating all parties equally and without favouritism.
2. **Applicability to All Arbitrators:**
 - a. The rule applies to all arbitrators, regardless of whether they were nominated by the parties or not.
 - b. This emphasises that independence and impartiality are expected from all members of the tribunal, including those appointed by external parties.
3. **Protection of Fairness and Neutrality:**
 - a. The rule safeguards the integrity of the arbitration process by requiring that arbitrators maintain their independence and impartiality.
 - b. This protection is essential to ensure that decisions and awards are made without any bias, allowing for a fair resolution of disputes.
4. **Confidence of the Parties:**

- a. Maintaining independence and impartiality enhances parties' confidence in the arbitration process.
 - b. Parties are more likely to accept the outcome if they believe that arbitrators were unbiased and acted in accordance with ethical standards.
5. Ethical Standards and Professionalism:
- a. Rule 13.1 aligns with the ethical standards and professional conduct expected of arbitrators in international arbitration.
 - b. Arbitrators are generally required to disclose any potential conflicts of interest and avoid situations that could compromise their neutrality.
6. Avoiding Actual and Perceived Bias:
- a. Independence and impartiality help avoid both actual bias (a personal inclination) and perceived bias (a reasonable suspicion of bias).
 - b. Upholding these principles ensures that the arbitration process maintains its credibility and integrity.
7. Public Confidence in Arbitration:
- a. The rule contributes to the overall reputation of arbitration as a fair and effective dispute resolution mechanism.
 - b. Ensuring independence and impartiality fosters public confidence in the arbitration process, which is vital for the credibility of the entire system.
8. Alignment with International Standards: The requirement for arbitrators to be independent and impartial is consistent with various international arbitration rules and codes of conduct.

In summary, Rule 13.1 of the SIAC 2016 Arbitration Rules establishes the critical principle that all arbitrators, regardless of their source of appointment, must be and remain independent and impartial throughout the arbitration proceedings. This provision is foundational to the integrity and fairness of the arbitration process and contributes to maintaining the credibility of arbitral awards.

13.2 In appointing an arbitrator under these Rules, the President shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.

Rule 13.2 of the SIAC 2016 Arbitration Rules addresses the considerations and factors that the President of the SIAC should take into account when appointing an arbitrator under the rules. Here is a detailed analysis of this part:

1. Qualifications and Expertise:

- a. The rule emphasises that when appointing an arbitrator, the President should consider any qualifications required by the parties' agreement.
 - b. This ensures that the appointed arbitrator possesses the necessary expertise, experience, or specific qualifications relevant to the subject matter of the dispute.
2. Party-Agreed Qualifications:
- a. Parties may have specific requirements for an arbitrator based on the nature of the dispute, industry knowledge, or legal expertise.
 - b. The rule recognises and respects the parties' autonomy by directing the President to consider these agreed qualifications.
3. Impartiality and Independence:
- a. The President's consideration extends to factors that impact the impartiality and independence of the arbitrator.
 - b. This aligns with the principle of ensuring that arbitrators are free from any conflicts of interest or bias that could compromise the fairness of the arbitration.
4. Balancing Factors:
- a. The President is tasked with striking a balance between the qualifications needed for the case and the arbitrator's ability to maintain independence and impartiality.
 - b. This balance is crucial to uphold the integrity of the arbitration process.
5. Maintaining Ethical Standards:
- a. The rule reflects the importance of appointing arbitrators who not only possess the necessary skills but also adhere to ethical standards and professional conduct.
 - b. Appointing arbitrators with high ethical standards enhances the credibility of the arbitration process.
6. Customisation and Tailoring:
- a. Parties often seek arbitration for its flexibility and the ability to tailor procedures to their needs.
 - b. By considering the parties' qualifications and the independence of the arbitrator, the President helps ensure that the arbitration aligns with parties' expectations.
7. Preserving Neutrality and Fairness: The President's consideration of qualifications and impartiality contributes to preserving the neutrality and fairness of the arbitration, which is essential for the acceptance of arbitral awards.
8. Credibility and Public Perception: The President's careful selection of arbitrators in line with these considerations enhances the credibility of the SIAC arbitration process in the eyes of the parties and the public.

In summary, Rule 13.2 of the SIAC 2016 Arbitration Rules outlines the factors the President should take into account when appointing an arbitrator. The rule acknowledges the parties' agreed qualifications while ensuring the arbitrator's impartiality and independence. This approach aims to strike a balance between expertise and ethical standards, ultimately contributing to a fair and credible arbitration process.

13.3 The President shall also consider whether the arbitrator has sufficient availability to determine the case in a prompt and efficient manner that is appropriate given the nature of the arbitration.

Rule 13.3 of the SIAC 2016 Arbitration Rules focuses on an additional consideration that the President of the SIAC should take into account when appointing an arbitrator. Let us delve into a detailed analysis of this part:

1. Efficiency and Timeliness:
 - a. This rule highlights the importance of timely and efficient resolution of disputes. It instructs the President to assess whether the proposed arbitrator has sufficient availability to handle the case promptly.
 - b. This consideration is aligned with the goal of arbitration as an alternative dispute resolution method that often emphasises faster and more efficient resolution compared to traditional litigation.
2. Nature of the Arbitration:
 - a. The rule emphasises that the arbitrator's availability should be appropriate given the nature of the arbitration.
 - b. Different cases have varying complexities and time demands. For instance, a complex commercial dispute might require more time commitment than a simpler matter.
3. Minimising Delays:
 - a. Delays in arbitration proceedings can have negative consequences, including increased costs and prolonging the parties' uncertainty.
 - b. By ensuring that appointed arbitrators have the necessary time and availability, the rule aims to minimise delays and maintain the efficiency of the arbitration process.
4. Balancing Availability and Quality:
 - a. While timeliness is essential, the President must still ensure that the arbitrator's availability does not compromise the quality of the arbitration.
 - b. Appointing arbitrators who can dedicate sufficient time while still providing a thorough and well-considered decision is critical.

5. Promoting Confidence in the Process:
 - a. The consideration of an arbitrator’s availability contributes to the parties’ confidence in the arbitration process.
 - b. Parties want assurance that their dispute will be handled promptly and without undue delays, which enhances the attractiveness of arbitration.
6. Adapting to Modern Expectations: The modern business landscape demands quick resolutions to disputes. This rule acknowledges this reality and adapts to the expectations of parties.
7. Overall Process Efficiency:
 - a. A well-managed arbitration process benefits all parties involved, from the claimant to the respondent.
 - b. By ensuring arbitrators’ availability, the SIAC aims to facilitate an efficient process that respects the parties’ time and resources.

In summary, Rule 13.3 of the SIAC 2016 Arbitration Rules underlines the importance of an arbitrator’s availability in ensuring a timely and efficient resolution of disputes. By considering this factor, the President aims to strike a balance between delivering decisions promptly and maintaining the quality and integrity of the arbitration process.

13.4 A nominated arbitrator shall disclose to the parties and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before his appointment.

Rule 13.4 of the SIAC 2016 Arbitration Rules outlines the obligation of a nominated arbitrator to disclose any circumstances that might cast doubt on their impartiality or independence. Let us analyse the key aspects of this part:

1. Disclosure Obligation:
 - a. This rule emphasises the duty of a nominated arbitrator to promptly disclose any circumstances that might create reasonable doubts about their impartiality or independence.
 - b. The disclosure obligation serves the fundamental principle of arbitration to ensure fairness, transparency, and an unbiased decision-making process.
2. Prompt Disclosure:
 - a. The requirement for “as soon as reasonably practicable” disclosure underscores the need for immediate and timely communication of any relevant information.
 - b. The goal is to prevent situations where a party discovers potential bias or conflict of interest after the appointment, which could lead to challenges and delays.

3. Transparency and Fairness:
 - a. Parties must have full knowledge of any potential conflicts or circumstances that could affect the arbitrator's objectivity.
 - b. Timely disclosure allows parties to evaluate the disclosed information and raise concerns if necessary, thereby promoting a fair and transparent arbitration process.
4. Maintaining Confidence in the Arbitration:
 - a. Prompt disclosure of potential conflicts or doubts contributes to maintaining parties' confidence in the arbitration process.
 - b. Parties are more likely to trust and respect the decisions of an arbitrator who demonstrates openness and transparency in disclosing any potential issues.
5. Preventing Later Challenges:
 - a. By requiring disclosure before the arbitrator's appointment, the rule aims to prevent challenges to the arbitrator's appointment based on belatedly discovered information.
 - b. Early disclosure reduces the likelihood of disruption and delays in the arbitration proceedings.
6. Preserving Impartiality and Independence:
 - a. The principle of impartiality and independence is fundamental to the credibility of arbitration.
 - b. Nominated arbitrators are expected to avoid any circumstances that could compromise their ability to render an unbiased decision.
7. Ensuring Effective Due Diligence: This requirement encourages nominated arbitrators to conduct due diligence and assess whether any factors in their background might affect their impartiality or independence.

In summary, Rule 13.4 of the SIAC 2016 Arbitration Rules places a duty on nominated arbitrators to disclose any circumstances that might raise doubts about their impartiality or independence. This proactive approach ensures transparency, maintains fairness, and helps prevent potential conflicts or challenges that could arise later in the arbitration process.

13.5 An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the arbitration.

Rule 13.5 of the SIAC 2016 Arbitration Rules outlines the ongoing duty of an arbitrator to disclose any circumstances that might affect their impartiality or independence during the course of the arbitration. Let us analyse the key aspects of this part:

1. Ongoing Disclosure Obligation:
 - a. This rule highlights that the duty to disclose potential conflicts or doubts about impartiality and independence continues throughout the arbitration process.
 - b. It emphasises that an arbitrator's obligation to disclose is not limited to pre-appointment circumstances but extends to any developments that arise during the arbitration.
2. Transparency and Fairness:
 - a. The requirement for immediate disclosure aims to ensure that parties are informed about any relevant changes in circumstances that could affect their perception of the arbitrator's impartiality.
 - b. Prompt disclosure maintains the transparency and fairness of the arbitration process and allows parties to make informed decisions.
3. Preventing Bias or Conflict Issues: By promptly disclosing any new circumstances that could impact their impartiality or independence, arbitrators can prevent any issues of bias or conflict from arising and potentially derailing the proceedings.
4. Preserving the Integrity of the Arbitration:
 - a. Ongoing disclosure maintains the integrity and reputation of the arbitration process.
 - b. It contributes to the credibility of the arbitrator and helps ensure that the parties' confidence in the process remains intact.
5. Avoiding Challenges and Delays:
 - a. By disclosing new developments promptly, arbitrators can prevent challenges or objections from parties regarding their impartiality or independence at a later stage.
 - b. This can save time and prevent unnecessary delays in the arbitration proceedings.
6. Maintaining the Equilibrium: The principle of ongoing disclosure helps maintain the equilibrium between the parties by ensuring that they have up-to-date information about the arbitrator's status.
7. Consistent Application of Impartiality and Independence: This rule reinforces the notion that arbitrators should continuously assess their situation and promptly disclose any changes that might affect their ability to be impartial and independent.

In summary, Rule 13.5 of the SIAC 2016 Arbitration Rules establishes a duty for arbitrators to immediately disclose any circumstances that could raise doubts about their impartiality or independence, whether discovered before or during the arbitration proceedings. This duty enhances transparency, fairness, and the credibility of the arbitration process by allowing parties to address any concerns in a timely manner.

13.6 No party or person acting on behalf of a party shall have any *ex parte* communication relating to the case with any arbitrator or with any candidate for appointment as party-nominated arbitrator, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings; to discuss the candidate’s qualifications, availability or independence in relation to the parties; or to discuss the suitability of candidates for selection as the presiding arbitrator where the parties or party-nominated arbitrators are to participate in that selection. No party or person acting on behalf of a party shall have any *ex parte* communication relating to the case with any candidate for presiding arbitrator.

Rule 13.6 of the SIAC 2016 Arbitration Rules addresses the issue of *ex parte* communications, which are communications made by one party to an arbitrator or a candidate for appointment without the knowledge or participation of the other parties. Let us break down the key aspects of this part:

1. Restriction on Ex Parte Communications:
 - a. The rule explicitly prohibits any party or person acting on behalf of a party from engaging in *ex parte* communications related to the case with arbitrators or candidates for arbitrator appointment.
 - b. *Ex parte* communications can raise concerns about fairness, bias, and transparency in the arbitration process, as they might lead to the appearance of undue influence or lack of impartiality.
 - c. Exceptions for Limited Communications: The rule outlines specific exceptions where limited *ex parte* communications are permitted:
 - i Advising a candidate of the general nature of the controversy and expected proceedings: This allows parties to inform potential arbitrators about the case’s subject matter and the likely scope of the arbitration.
 - ii Discussing qualifications, availability, or independence: Parties can discuss matters relevant to the candidate’s suitability for appointment.
 - iii Discussing suitability of presiding arbitrator candidates: This relates to situations where parties or party-nominated arbitrators are involved in selecting the presiding arbitrator.
2. Ensuring Transparency and Impartiality:
 - a. By limiting *ex parte* communications, the rule aims to maintain transparency and prevent any undue influence or bias in the arbitration process.
 - b. It contributes to the perceived and actual impartiality of arbitrators and candidate selection.
3. Minimising the Risk of Bias:
 - a. *Ex parte* communications can potentially give rise to concerns about bias or one-sided influence on arbitrators.

- b. Prohibiting such communications helps mitigate the risk of these concerns arising.
- 4. Preserving the Integrity of the Process: The rule helps safeguard the integrity and fairness of the arbitration process by maintaining clear communication channels between all parties and the arbitrators.
- 5. Level Playing Field: By preventing ex parte communications, the rule ensures that all parties have an equal opportunity to present their case and engage with the arbitrators.
- 6. Preventing Irregularities:
 - a. The rule helps prevent irregularities that might compromise the integrity of the arbitration process.
 - b. It reinforces the importance of maintaining proper channels of communication among all parties involved.

In summary, Rule 13.6 of the SIAC 2016 Arbitration Rules prohibits parties or their representatives from engaging in ex parte communications with arbitrators or candidate arbitrators. The rule provides specific exceptions to this rule for limited communications related to candidate qualifications, independence, and presiding arbitrator selection. This prohibition is aimed at maintaining transparency, impartiality, and fairness throughout the arbitration proceedings.

14. Challenge of Arbitrators

14.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.

Rule 14.1 of the SIAC 2016 Arbitration Rules addresses the process of challenging arbitrators in cases where there are concerns about their impartiality, independence, or qualifications. Let us delve into the key components of this part:

- 1. Grounds for Challenge: The rule outlines two primary grounds for challenging an arbitrator:
 - a. Impartiality or Independence: If circumstances arise that create reasonable doubts about the arbitrator's impartiality or independence. This is to ensure that arbitrators remain free from any potential bias that could affect their decision-making.
 - b. Lack of Agreed Qualifications: If the arbitrator lacks qualifications that the parties have previously agreed upon as necessary for the arbitration. This emphasises the importance of having arbitrators who possess the required expertise.
- 2. Ensuring Impartiality and Independence:

- a. This provision contributes to maintaining the integrity of the arbitration process by allowing parties to raise concerns about an arbitrator’s ability to remain impartial and independent.
 - b. It prevents any perceived bias that could undermine the credibility of the arbitration.
3. Preserving Party Autonomy:
- a. The rule respects the parties’ autonomy to agree upon specific qualifications for arbitrators.
 - b. If an arbitrator does not meet these qualifications, the parties can challenge the appointment.
4. Justifiable Doubts: The standard used for challenging arbitrators is the presence of “justifiable doubts.” This means that there must be a reasonable basis for the challenge, rather than mere speculation.
5. Safeguarding the Process: Allowing challenges ensures that the arbitration process remains fair and transparent, as parties can raise concerns about potential conflicts of interest or other issues.
6. Preserving the Integrity of Awards:
- a. Challenging arbitrators when appropriate helps maintain the legitimacy of arbitral awards.
 - b. It minimises the risk of having an award challenged later due to concerns about the arbitrator’s qualifications or impartiality.
7. Procedure for Challenge: While Rule 14.1 establishes the grounds for challenging an arbitrator, the specific procedure for doing so is likely outlined in subsequent parts of the SIAC 2016 Arbitration Rules.

In summary, Rule 14.1 of the SIAC 2016 Arbitration Rules provides parties with the right to challenge an arbitrator based on grounds related to impartiality, independence, or the lack of agreed qualifications. This provision underscores the importance of maintaining the integrity and fairness of the arbitration process, allowing parties to address potential conflicts or concerns about an arbitrator’s suitability for the case.

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

Rule 14.2 of the SIAC 2016 Arbitration Rules introduces a specific limitation on when a party can challenge an arbitrator it has nominated. Let us analyse the key aspects of this part:

1. Post-Appointment Challenges Only:

- a. The rule stipulates that a party can challenge an arbitrator it has nominated only for reasons that come to its attention after the arbitrator's appointment.
 - b. This limitation ensures that parties do not use challenges as a strategic tool to disrupt the arbitration process after the appointment has been made.
2. Fairness and Certainty:
- a. By restricting challenges to circumstances that arise after the appointment, the rule promotes fairness and procedural certainty in the arbitration process.
 - b. It prevents parties from attempting to overturn an appointment based on information they might have had before the appointment was made.
3. Avoiding Manipulation:
- a. The rule prevents parties from nominating arbitrators and then attempting to challenge them later for reasons that were known to them at the time of the nomination.
 - b. This safeguard prevents manipulation of the appointment process and ensures that parties take their nomination decisions seriously.
4. Balancing Party Autonomy and Procedural Integrity:
- a. While parties have the autonomy to nominate arbitrators, this rule balances that autonomy with the need to maintain the integrity and efficiency of the arbitration process.
 - b. It encourages parties to make informed and thoughtful nomination decisions, knowing that they cannot easily challenge their own nominees based on information they possessed before the appointment.
5. Enhancing Confidence in the Process:
- a. By requiring challenges to be based on post-appointment circumstances, the rule contributes to maintaining the credibility and confidence of the arbitration process.
 - b. It prevents parties from raising challenges as a means of delay or disruption.

In summary, Rule 14.2 of the SIAC 2016 Arbitration Rules sets a clear rule that parties can challenge arbitrators they have nominated only for reasons that come to their attention after the arbitrator's appointment. This provision strikes a balance between party autonomy and maintaining the fairness, efficiency, and credibility of the arbitration process.

15. Notice of Challenge

15.1 A party that intends to challenge an arbitrator shall file a notice of challenge with the Registrar in accordance with the requirements of Rule 15.2 within 14 days after receipt of the notice of

appointment of the arbitrator who is being challenged or within 14 days after the circumstances specified in Rule 14.1 or Rule 14.2 became known or should have reasonably been known to that party.

Rule 15.1 of the SIAC 2016 Arbitration Rules addresses the process for challenging an arbitrator and the timeline within which a party must file a notice of challenge. Let us analyse the key aspects of this part:

1. **Challenging an Arbitrator:** The rule outlines the procedure a party should follow if it intends to challenge an arbitrator. A challenge is a formal objection to the appointment of an arbitrator based on justifiable doubts about their impartiality, independence, or a lack of agreed-upon qualifications.
2. **Notice of Challenge:** The party seeking to challenge an arbitrator is required to file a “notice of challenge” with the Registrar of the arbitration institution. This formal notice initiates the challenge process.
3. **Timeline for Filing:**
 - a. The rule establishes two different scenarios for when the notice of challenge should be filed: a. Within 14 days after receipt of the notice of appointment of the arbitrator being challenged. b. Within 14 days after the party becomes aware of the circumstances specified in Rule 14.1 or Rule 14.2, which give rise to the challenge.
 - b. This timeline adds procedural clarity, ensuring that challenges are timely and do not unduly delay the arbitration proceedings.
4. **Reasonable Awareness Standard:**
 - a. The rule allows for challenges to be made within 14 days after the party “should have reasonably been aware” of the circumstances necessitating the challenge.
 - b. This standard accommodates situations where a party may not immediately become aware of the reasons for challenging an arbitrator but should have been reasonably expected to be aware of them.
5. **Preserving the Integrity of the Arbitration Process:**
 - a. The rule contributes to maintaining the integrity and efficiency of the arbitration process by setting a specific timeline for challenges.
 - b. By providing a relatively short time frame for filing challenges, the rule discourages parties from using challenges as a tactic to disrupt or delay the proceedings.
6. **Balancing Procedural Fairness:** The rule balances the need to address legitimate concerns about arbitrators’ impartiality and independence with the requirement to ensure that the challenge process is fair to all parties involved.

In summary, Rule 15.1 of the SIAC 2016 Arbitration Rules establishes a clear process for challenging an arbitrator and sets a timeline within which a party must file a notice of challenge. This provision aims

to strike a balance between addressing valid concerns about arbitrators and maintaining the efficiency and fairness of the arbitration process.

15.2 The notice of challenge shall state the reasons for the challenge. The date of receipt of the notice of challenge by the Registrar shall be deemed to be the date the notice of challenge is filed. The party challenging an arbitrator shall, at the same time as it files a notice of challenge with the Registrar, send the notice of challenge to the other party, the arbitrator who is being challenged and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

Rule 15.2 of the SIAC 2016 Arbitration Rules outlines the requirements and procedures for filing a notice of challenge against an arbitrator. Let us analyse the key aspects of this part:

1. Notice of Challenge and Reasons:
 - a. The rule specifies that the party seeking to challenge an arbitrator must include the “reasons for the challenge” in the notice of challenge.
 - b. This requirement ensures that challenges are made based on specific grounds and prevents arbitrary or frivolous challenges.
2. Filing and Deemed Date of Receipt:
 - a. According to this part, the date of receipt of the notice of challenge by the Registrar is considered the date on which the notice of challenge is filed.
 - b. This establishes a clear point in time for tracking the procedural timeline and compliance with the 14-day window mentioned in Rule 15.1.
3. Service Requirements:
 - a. The party challenging an arbitrator has an obligation to serve the notice of challenge on multiple parties: a. The other party (opposing party) involved in the arbitration. b. The arbitrator who is being challenged. c. The other members of the Tribunal (if the Tribunal has been constituted) or any appointed arbitrator (if the Tribunal has not been constituted yet).
 - b. This serves to provide transparency to all relevant parties and ensures that the challenge process is open and follows proper communication channels.
4. Notification to Registrar:
 - a. The party challenging an arbitrator is required to notify the Registrar that they have sent the notice of challenge to the specified parties. The notification should include details about the mode of service employed and the date of service.
 - b. This requirement keeps the Registrar informed of the progress of the challenge process and helps in maintaining accurate records.

5. Transparency and Fairness: The part's provisions contribute to transparency and fairness by requiring all relevant parties to be informed of the challenge and its grounds simultaneously.

Efficiency in the Challenge Process: The part's requirements ensure that all parties involved are aware of the challenge and can respond appropriately, which helps in expediting the challenge process and preventing unnecessary delays.

In summary, Rule 15.2 of the SIAC 2016 Arbitration Rules sets out the necessary components and procedures for filing a notice of challenge against an arbitrator. The inclusion of reasons, specific service requirements, and the obligation to notify the Registrar contribute to transparency, fairness, and efficiency in handling arbitrator challenges.

15.3 The party making the challenge shall pay the requisite challenge fee under these Rules in accordance with the applicable Schedule of Fees. If the party making the challenge fails to pay the challenge fee within the time limit set by the Registrar, the challenge shall be considered as withdrawn.

Rule 15.3 of the SIAC 2016 Arbitration Rules addresses the payment of challenge fees and its implications for a challenge against an arbitrator. Let us analyse the key points of this part:

1. Challenge Fee Requirement:
 - a. According to this part, the party seeking to challenge an arbitrator is required to pay a challenge fee as specified in the applicable Schedule of Fees under the SIAC rules.
 - b. The challenge fee serves as a financial consideration for initiating a challenge process and contributes to the administrative costs associated with reviewing and addressing challenges.
2. Compliance with Schedule of Fees:
 - a. The challenge fee's amount and payment details are determined by referring to the Schedule of Fees provided under the SIAC rules.
 - b. The reference to the Schedule of Fees ensures transparency and consistency in the application of challenge fees across different cases.
3. Time Limit for Payment:
 - a. The rule implies that there is a specific time limit within which the challenge fee must be paid after the notice of challenge is filed.
 - b. The time limit is set by the Registrar or according to the rules, and it is crucial for maintaining an orderly and timely challenge process.
4. Consequences of Non-Payment:

- a. If the party making the challenge fails to pay the challenge fee within the stipulated time limit, the rule specifies that the challenge shall be considered as withdrawn.
- b. This provision emphasises the importance of adhering to procedural requirements and timeframes. If a challenge is withdrawn due to non-payment, it might imply that the party did not proceed with the challenge or that the challenge process is terminated.

In summary, Rule 15.3 of the SIAC 2016 Arbitration Rules establishes the requirement for a party challenging an arbitrator to pay a challenge fee as specified in the Schedule of Fees. This provision ensures that the administrative costs associated with the challenge process are covered and contributes to a structured and orderly process. Non-payment of the challenge fee within the stipulated time limit results in the challenge being considered as withdrawn.

15.4 After receipt of a notice of challenge under Rule 15.2, the Registrar may order a suspension of the arbitral proceedings until the challenge is resolved. Unless the Registrar orders the suspension of the arbitral proceedings pursuant to this Rule 15.4, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the Court in accordance with Rule 16.

Rule 15.4 of the SIAC 2016 Arbitration Rules addresses the procedure and potential suspension of arbitral proceedings in response to a challenge against an arbitrator. Let us break down the key aspects of this part:

1. Notice of Challenge and Suspension:
 - a. This rule outlines the procedural consequences of a notice of challenge being filed under Rule 15.2. A notice of challenge is filed when a party seeks to challenge an arbitrator for reasons of impartiality, independence, or lack of requisite qualification.
 - b. The Registrar of the SIAC may, at their discretion, order the suspension of the arbitral proceedings upon receipt of a notice of challenge.
2. Suspension of Arbitral Proceedings:
 - a. If the Registrar decides to do so, they can order a temporary suspension of the ongoing arbitral proceedings. This means that the arbitration process is put on hold until the challenge against the arbitrator is resolved.
 - b. The suspension of proceedings is intended to ensure that the challenge process is addressed and resolved before the arbitration continues, to avoid potential conflicts or procedural issues involving the challenged arbitrator.
3. Participation of Challenged Arbitrator:
 - a. If the Registrar does not order the suspension of arbitral proceedings, the rule specifies that the challenged arbitrator is entitled to continue participating in the arbitration until the challenge is resolved.

- b. This ensures that the challenged arbitrator remains involved in the proceedings, maintaining the continuity of the process, pending the resolution of the challenge.

In summary, Rule 15.4 of the SIAC 2016 Arbitration Rules clarifies the potential suspension of arbitral proceedings in response to a notice of challenge against an arbitrator. The Registrar has the authority to order such suspension if deemed appropriate, while in the absence of a suspension order, the challenged arbitrator is allowed to continue participating in the proceedings until the challenge is resolved. This rule aims to balance the need for procedural fairness and the efficient continuation of the arbitration process.

15.5 Where an arbitrator is challenged by a party, the other party may agree to the challenge, and the Court shall remove the arbitrator if all parties agree to the challenge. The challenged arbitrator may also voluntarily withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

Rule 15.5 of the SIAC 2016 Arbitration Rules deals with the scenario where an arbitrator is challenged by a party, and the other party agrees to the challenge. Here is an analysis of this part:

1. Challenged Arbitrator's Removal and Voluntary Withdrawal:
 - a. This rule provides that when one party challenges an arbitrator, the other party may choose to agree with the challenge. In this situation, both parties are in consensus about the arbitrator's removal due to the reasons for the challenge.
 - b. The Court, which is the competent body under the SIAC rules, has the authority to remove the challenged arbitrator if both parties agree to the challenge. This means that the challenge is resolved without the need for further proceedings or determination by the Court.
 - c. Alternatively, the challenged arbitrator has the option to voluntarily withdraw from their role as an arbitrator. This gives the challenged arbitrator the opportunity to step aside in response to the challenge, without admitting the validity of the challenge's grounds.
2. No Acceptance of Validity: The rule emphasises that either party's agreement to the challenge or the arbitrator's voluntary withdrawal does not imply acceptance or acknowledgment of the validity of the grounds for the challenge. It underscores that the removal or withdrawal is a procedural step rather than an admission of wrongdoing or lack of impartiality.

In essence, Rule 15.5 of the SIAC 2016 Arbitration Rules facilitates a simplified procedure for handling challenges to arbitrators when both parties are in agreement regarding the challenge. This process allows for the removal of the challenged arbitrator without delving into the merits of the challenge, maintaining the efficiency of the arbitration process while preserving the impartiality and integrity of the proceedings.

15.6 If an arbitrator is removed or withdraws from office in accordance with Rule 15.5, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. This procedure shall apply even if, during the process of appointing the challenged arbitrator, a party failed to exercise its right to nominate an arbitrator. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator’s withdrawal from office.

Rule 15.6 of the SIAC 2016 Arbitration Rules addresses the scenario when an arbitrator is removed or voluntarily withdraws from office following a successful challenge under Rule 15.5. Let us break down and analyse this part:

1. **Substitute Arbitrator Appointment:**
 - a. This rule stipulates that if an arbitrator is removed or withdraws from office in accordance with Rule 15.5, a substitute arbitrator must be appointed to take their place in the arbitration proceedings.
 - b. The appointment of the substitute arbitrator is to follow the same procedure that was initially applicable to the nomination and appointment of the arbitrator who is being replaced. This ensures consistency and fairness in the process of selecting a replacement arbitrator.
2. **Application to Challenged Arbitrator’s Appointment Process:** The rule highlights that this procedure applies even if, during the process of appointing the challenged arbitrator (the one being removed), a party failed to exercise its right to nominate an arbitrator. This means that any missed opportunity during the initial appointment process does not hinder the nomination and appointment of the substitute arbitrator.
3. **Commencement of Time Limits:** The time limits for nominating and appointing the substitute arbitrator are stipulated to begin from the date of receipt of either the agreement of the other party to the challenge or the withdrawal of the challenged arbitrator from office. This ensures that the process of substituting the arbitrator starts promptly after the removal or withdrawal of the challenged arbitrator.

In summary, Rule 15.6 of the SIAC 2016 Arbitration Rules ensures that the arbitration process remains effective and fair even when a challenged arbitrator is removed or voluntarily withdraws. The procedure for appointing a substitute arbitrator is similar to the original appointment process, and time limits for the substitution process are clearly defined to maintain the efficiency of the arbitration proceedings.

16. Decision on Challenge

16.1 If, within seven days of receipt of the notice of challenge under Rule 15, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office, the Court shall decide the challenge. The Court may request comments on the challenge from the parties, the challenged arbitrator and the other members of the

Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and set a schedule for such comments to be made.

Rule 16.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the process that unfolds after a party challenges an arbitrator’s appointment based on concerns about their impartiality or independence. This provision establishes the steps that are taken if the challenged arbitrator does not voluntarily step down and the other party does not agree to the challenge. Here is a breakdown of the part:

1. **Challenging an Arbitrator:** Rule 16.1 assumes that a party has already initiated a challenge against an arbitrator by following the procedure outlined in Rule 15 of the SIAC 2016 Arbitration Rules. This rule provides guidance on how to raise concerns about an arbitrator’s impartiality or independence.
2. **Initial Steps and Timelines:** Within seven days of receiving the notice of challenge under Rule 15, the other party has the opportunity to either agree to the challenge or disagree with it. If the other party does not agree to the challenge, and if the arbitrator who is being challenged does not voluntarily step down from their role, the process moves forward as described in Rule 16.1.
3. **Involvement of the Court:** When the parties are unable to resolve the challenge among themselves, the Court of Arbitration (SIAC Court) steps in to make a decision on the challenge. The Court is the administrative body overseeing the arbitration proceedings and is responsible for ensuring the fairness and integrity of the process.
4. **Decision-Making Process:** The Court’s decision-making process involves several steps:
 - a. **Request for Comments:** The Court may ask for comments on the challenge from various parties involved, including the challenging party, the challenged arbitrator, the other members of the tribunal (if constituted), and any appointed arbitrator (if the tribunal has not yet been constituted).
 - b. **Setting a Schedule:** The Court has the authority to establish a schedule for submitting these comments. This helps to ensure that the process remains timely and efficient.
5. **Consideration of Comments:** The comments submitted by the relevant parties, including the challenged arbitrator, the parties to the arbitration, and other members of the tribunal, allow the Court to obtain a comprehensive understanding of the situation. This information aids the Court in making an informed decision about the challenge.
6. **Impartial Decision-Making:** Rule 16.1 reflects the commitment of the SIAC to impartiality and fairness in addressing challenges to arbitrators. By involving various parties and allowing them to provide their perspectives, the SIAC seeks to reach a just decision on whether the challenge is valid.
7. **Maintaining the Arbitration Process:** While the challenge is being resolved, the arbitration process may continue, depending on the circumstances and the preferences of the parties. The outcome of the challenge may impact the composition of the arbitration tribunal and potentially alter the course of the proceedings.

In summary, Rule 16.1 of the SIAC 2016 Arbitration Rules outlines the process to be followed when a challenge to an arbitrator is not resolved amicably between the parties. The Court becomes involved in assessing the challenge, requesting comments from relevant parties, and setting a schedule for submitting those comments. This provision emphasises transparency, impartiality, and procedural fairness in addressing challenges to arbitrators in SIAC-administered arbitration proceedings.

16.2 If the Court accepts the challenge to an arbitrator, the Court shall remove the arbitrator, and a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Registrar’s notification to the parties of the decision by the Court.

Rule 16.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules governs the scenario in which a challenge to an arbitrator’s appointment is accepted by the Court. It outlines the steps that follow, including the removal of the challenged arbitrator and the appointment of a substitute arbitrator. Here is a breakdown of the part:

1. Context: Rule 16.2 operates in the context of an ongoing arbitration proceeding where one of the parties has challenged the appointment of a specific arbitrator due to concerns about their impartiality or independence. If the challenge is accepted by the Court, the process described in this rule comes into play.
2. Acceptance of the Challenge: This provision comes into effect when the Court, after considering the challenge and the comments of the relevant parties (as outlined in Rule 16.1), determines that the challenge has merit and that the challenged arbitrator’s appointment should be revoked.
3. Removal of Challenged Arbitrator: Once the Court accepts the challenge, it is mandated to remove the challenged arbitrator from the arbitration panel. This action is taken to ensure that the arbitration process remains unbiased and free from any potential conflicts of interest.
4. Appointment of Substitute Arbitrator: Upon the removal of the challenged arbitrator, the next step is to appoint a substitute arbitrator to take their place. This substitute arbitrator is to be chosen following the same procedure that was initially used to nominate and appoint the arbitrator being replaced.
5. Commencement of Time Limits: Rule 16.2 specifies that the time limits for nominating and appointing the substitute arbitrator start counting from the date when the Registrar of the SIAC notifies the parties about the Court’s decision to accept the challenge. These time limits ensure that the arbitration proceedings can continue without undue delay.
6. Procedural Fairness and Efficiency: The part’s stipulation that the procedure for appointing the substitute arbitrator remains consistent with the original procedure emphasises fairness and transparency. The parties are expected to follow the same process to ensure that the replacement arbitrator is chosen in a manner consistent with the arbitration agreement and rules.

7. Preservation of Arbitration Continuity: By removing the challenged arbitrator and appointing a substitute, Rule 16.2 ensures that the arbitration process can continue with a reconstituted tribunal that is perceived as unbiased and impartial.

In summary, Rule 16.2 of the SIAC 2016 Arbitration Rules addresses the scenario in which a challenge to an arbitrator's appointment is accepted by the Court. It outlines the steps of removing the challenged arbitrator, appointing a substitute arbitrator following the original procedure, and starting the time limits for this appointment. The provision underscores the SIAC's commitment to maintaining the fairness, integrity, and continuity of arbitration proceedings.

16.3 If the Court rejects the challenge to an arbitrator, the challenged arbitrator shall continue with the arbitration.

Rule 16.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the situation where a party challenges an arbitrator and that challenge is subsequently rejected by the Court. This provision outlines the consequence of such a rejection on the ongoing arbitration proceedings. Here is an analysis of the part:

1. Context and Purpose: Rule 16.3 is part of the broader framework of arbitration rules designed to ensure the integrity, impartiality, and fairness of the arbitration process. It deals specifically with the outcome when a party questions the appointment or continuation of an arbitrator, asserting that the arbitrator might not be impartial or independent.
2. Challenging an Arbitrator: Parties involved in an arbitration might raise a challenge against an arbitrator if they believe that the arbitrator might not be able to render an impartial decision due to a potential conflict of interest or other reasons. Such challenges are not uncommon in arbitration proceedings to maintain transparency and fairness.
3. Court's Role: In SIAC arbitration, the "Court" refers to the SIAC Court of Arbitration, which is responsible for administering and supervising the arbitration proceedings. When a party raises a challenge against an arbitrator, the Court evaluates the challenge and decides whether it has merit or not.
4. Rejection of Challenge: Rule 16.3 comes into play when the Court rejects the challenge raised against an arbitrator. This means that the Court, after assessing the arguments and evidence presented by the parties, has determined that the challenged arbitrator is indeed capable of conducting the arbitration fairly and impartially.
5. Continuation of Arbitration: The main consequence of the Court rejecting the challenge is stated in the latter part of Rule 16.3: "the challenged arbitrator shall continue with the arbitration." In other words, the arbitrator against whom the challenge was raised will remain as a part of the arbitration panel and will continue to participate in the proceedings.
6. Impact on Parties and Proceedings: Once the challenge is rejected and the arbitrator continues with the arbitration, the parties must accept and respect the Court's decision. The proceedings will proceed with the previously constituted arbitration panel. This

outcome underscores the significance of the Court’s role in assessing the validity of challenges and maintaining the efficiency and integrity of the arbitration process.

7. Finality of Decision: The decision of the Court to reject a challenge is generally considered final within the context of the arbitration proceedings. While legal remedies might exist under applicable laws for challenging the Court’s decision, such challenges typically do not impact the immediate continuation of the arbitration.

In summary, Rule 16.3 of the SIAC 2016 Arbitration Rules emphasises that when the Court rejects a challenge against an arbitrator, the arbitrator will remain part of the arbitration panel and continue with the proceedings. This provision reinforces the authority of the Court to determine the suitability of arbitrators and contributes to the overall fairness and effectiveness of the arbitration process.

16.4 The Court’s decision on any challenge to an arbitrator under this Rule 16 shall be reasoned, unless otherwise agreed by the parties, and shall be issued to the parties by the Registrar. Any such decision on any challenge by the Court shall be final and not subject to appeal.

Rule 16.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the nature and finality of the Court’s decision on challenges to arbitrators. This provision addresses the characteristics of the Court’s decisions, their communication to the parties, and the scope of appeal. Here is an analysis of the part:

1. Reasoned Decision: According to Rule 16.4, the Court’s decision regarding any challenge to an arbitrator must be reasoned, unless the parties have agreed otherwise. A reasoned decision is one that includes an explanation or rationale for the decision made. This requirement enhances transparency and provides the parties with insights into the Court’s thought process and considerations when evaluating challenges.
2. Communication of Decision: The Court’s reasoned decision on a challenge is communicated to the parties through the Registrar of the SIAC. This ensures that all parties involved in the arbitration are aware of the decision and the reasons underlying it. The transparency of the process is further maintained through this communication.
3. Finality of Decision: One of the key aspects of Rule 16.4 is its assertion that the Court’s decision on any challenge to an arbitrator is final and not subject to appeal. This means that once the Court has made a decision on a challenge, there is no further recourse to challenge or appeal that decision within the framework of the arbitration proceedings.
4. Implications of Finality: The provision’s statement on finality underscores the importance of trust in the arbitration process and the authority of the Court’s decisions. The finality of the Court’s decision on a challenge to an arbitrator contributes to the efficiency and smooth progression of the arbitration proceedings, as parties are not able to delay proceedings through multiple layers of appeals.
5. Exceptions and Agreements: It is important to note that while the default rule is that the Court’s decision is final and not subject to appeal, parties can agree otherwise. This means that parties can, in their arbitration agreement or through subsequent agreement, provide for a different mechanism for reviewing or appealing the Court’s decision on challenges.

In summary, Rule 16.4 of the SIAC 2016 Arbitration Rules emphasises that the Court’s decision on challenges to arbitrators must be reasoned, unless otherwise agreed by the parties. The decision is communicated through the Registrar, and it is explicitly stated that the decision is final and not subject to appeal, unless the parties have agreed otherwise. This provision upholds the importance of transparency, the Court’s authority, and the finality of decisions within the context of arbitration proceedings.

17. Replacement of an Arbitrator

17.1 Except as otherwise provided in these Rules, in the event of the death, resignation, withdrawal or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.

Rule 17.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the situation where an arbitrator’s role becomes vacant due to factors such as death, resignation, withdrawal, or removal during the course of the arbitration proceedings. This provision outlines the procedure for appointing a substitute arbitrator in such circumstances. Here is an analysis of the part:

1. **Vacancy in Arbitrator’s Role:** The rule addresses cases where an arbitrator’s position becomes vacant for various reasons, including death, resignation, withdrawal, or removal. These situations can disrupt the composition of the arbitration tribunal and potentially impact the progress of the proceedings.
2. **Appointment of Substitute Arbitrator:** When a vacancy in the arbitrator’s role occurs, Rule 17.1 establishes that a substitute arbitrator must be appointed to fill the vacancy. The aim is to ensure that the tribunal remains properly constituted and capable of conducting the arbitration process fairly and efficiently.
3. **Consistency with Original Procedure:** The provision emphasises that the appointment of the substitute arbitrator should adhere to the same procedure that was used for the nomination and appointment of the arbitrator who is being replaced. This requirement ensures consistency in the appointment process and maintains the fairness and integrity of the arbitration proceedings.
4. **Preservation of Procedural Fairness:** By mandating that the same procedure be followed for the appointment of the substitute arbitrator, Rule 17.1 aims to uphold procedural fairness. Parties involved in the arbitration can reasonably expect that the replacement process will be conducted in a manner consistent with the agreed-upon rules and the arbitration agreement.
5. **Efficiency of Proceedings:** Ensuring a smooth process for appointing a substitute arbitrator is crucial for maintaining the efficiency of the arbitration proceedings. The provision’s focus on the existing appointment procedure helps to minimise delays caused by the replacement process.
6. **Exceptions and Applicability:** Rule 17.1 makes it clear that the procedure for appointing a substitute arbitrator applies unless the SIAC rules provide otherwise. This recognises that

in certain situations, specific rules or provisions might apply to the replacement of an arbitrator, as outlined in other sections of the arbitration rules.

In summary, Rule 17.1 of the SIAC 2016 Arbitration Rules addresses the vacancy that can arise in the role of an arbitrator due to death, resignation, withdrawal, or removal. The provision mandates the appointment of a substitute arbitrator according to the same procedure used for the original arbitrator's nomination and appointment. This approach supports the principles of procedural fairness and the efficient continuation of arbitration proceedings in the face of unexpected vacancies.

17.2 In the event that an arbitrator refuses or fails to act or perform his functions in accordance with the Rules or within prescribed time limits, or in the event of any *de jure* or *de facto* impossibility by an arbitrator to act or perform his functions, the procedure for challenge and replacement of an arbitrator provided in Rule 14 to Rule 16 and Rule 17.1 shall apply.

Rule 17.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with situations where an arbitrator is unable or unwilling to fulfil their role in accordance with the rules or within the prescribed time limits. The rule specifies the course of action to be taken in such instances, focusing on the procedure for challenging and replacing an arbitrator. Here is an analysis of the part:

1. **Arbitrator's Inability or Refusal:** Rule 17.2 is relevant when an arbitrator faces difficulties in performing their functions as outlined in the arbitration rules. This might include instances where the arbitrator refuses or fails to act in accordance with the rules or within the specified time limits.
2. **Impossibility to Act:** The rule also covers situations where an arbitrator is *de jure* (legally) or *de facto* (in practice) unable to perform their functions. This could result from personal circumstances, conflicts of interest, or other factors that prevent the arbitrator from effectively carrying out their role.
3. **Application of Replacement Procedure:** Rule 17.2 states that in cases of an arbitrator's inability or refusal to act, the procedure for challenging and replacing an arbitrator, as provided in Rule 14 to Rule 16 and Rule 17.1, shall be applied. This means that the mechanisms outlined in these rules for challenging and replacing arbitrators, which involve notifying the Court and adhering to specified procedures, will come into play.
4. **Alignment with Earlier Rules:** The reference to Rule 14 to Rule 16 and Rule 17.1 indicates that the procedure to be followed when an arbitrator cannot fulfil their functions is consistent with the process laid out for challenges and replacements in earlier parts of the SIAC 2016 Arbitration Rules.
5. **Preserving Integrity of Proceedings:** The provision's focus on challenging and replacing an arbitrator in cases of refusal, failure to act, or inability is intended to safeguard the integrity of the arbitration proceedings. Ensuring that a properly functioning and impartial tribunal is in place is crucial to maintaining the fairness of the arbitration process.
6. **Efficiency and Continuation:** Just as with other parts related to arbitrator challenges and replacements, Rule 17.2 aims to maintain the efficiency of arbitration proceedings by providing a clear procedure for addressing situations where an arbitrator's inability to act arises.

In summary, Rule 17.2 of the SIAC 2016 Arbitration Rules addresses scenarios where an arbitrator is unable or unwilling to perform their functions as outlined in the rules or within prescribed time limits. The rule directs that the same procedure used for challenging and replacing arbitrators (as detailed in Rule 14 to Rule 16 and Rule 17.1) shall be applied in these cases. This approach ensures that the arbitration process can continue with a functioning and impartial tribunal, even in the face of unforeseen challenges with individual arbitrators.

17.3 The President may, at his own initiative and in his discretion, remove an arbitrator who refuses or fails to act or to perform his functions in accordance with the Rules or within prescribed time limits, or in the event of a *de jure* or *de facto* impossibility of an arbitrator to act or perform his functions, or if the arbitrator does not conduct or participate in the arbitration with due diligence and/or in a manner that ensures the fair, expeditious, economical and final resolution of the dispute. The President shall consult the parties and the members of the Tribunal, including the arbitrator to be removed (or if the Tribunal has not yet been constituted, any appointed arbitrator) prior to the removal of an arbitrator under this Rule.

Rule 17.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the authority and procedure for the President of the SIAC Court of Arbitration to remove an arbitrator from an ongoing arbitration. This provision is enacted when an arbitrator refuses or fails to fulfil their functions according to the rules, fails to meet time limits, encounters a legal or practical inability to act, or does not contribute to the arbitration with the required level of diligence or in a manner that supports the fair, expeditious, economical, and conclusive resolution of the dispute. Here is an analysis of the part:

1. Authority of the President: Rule 17.3 empowers the President of the SIAC Court of Arbitration with the discretionary authority to initiate the removal of an arbitrator under specific circumstances. This demonstrates the SIAC's commitment to maintaining the quality, fairness, and efficiency of the arbitration process.
2. Grounds for Removal: The grounds for the removal of an arbitrator are comprehensive and encompass a range of situations:
 - a. Refusal or failure to fulfil functions in accordance with the rules or time limits.
 - b. Legal or practical inability of the arbitrator to act.
 - c. Lack of diligence or participation that ensures the fair, expeditious, economical, and conclusive resolution of the dispute.
3. Consultation Process: Before removing an arbitrator, the President is required to consult with various stakeholders, including the parties involved in the arbitration and the members of the arbitration tribunal. If the tribunal has not yet been constituted, any appointed arbitrator might be consulted as well. This consultation process ensures that important perspectives are considered before making a decision.
4. Maintaining Arbitration Standards: The provision's emphasis on due diligence, fair resolution, and the timely progression of the arbitration reflects the SIAC's dedication to upholding high standards within the arbitration process. The President's authority to

remove an arbitrator when these standards are not met further underscores the organisation's commitment to maintaining a robust and credible arbitration system.

5. **Balancing Party Autonomy and Process Integrity:** While parties generally have the autonomy to appoint arbitrators, this provision allows for intervention by the President in cases where the integrity and effectiveness of the arbitration process are at risk due to an arbitrator's actions or inactions.
6. **Preserving the Arbitration's Purpose:** The ultimate goal of arbitration is to provide a fair and efficient resolution to disputes. Rule 17.3 ensures that arbitrators who are unable or unwilling to contribute to this purpose are addressed appropriately, maintaining the arbitration's effectiveness.

In summary, Rule 17.3 of the SIAC 2016 Arbitration Rules grants the President of the SIAC Court of Arbitration the discretion to remove an arbitrator from an ongoing arbitration when certain specified conditions are met. This provision reflects the SIAC's dedication to maintaining the quality and integrity of the arbitration process and to ensuring that arbitrators contribute effectively to the resolution of disputes.

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

If the sole or presiding arbitrator is replaced in accordance with the procedure in Rule 15 to Rule 17, any hearings held previously shall be repeated unless otherwise agreed by the parties. If any other arbitrator is replaced, any hearings held previously may be repeated at the discretion of the Tribunal after consulting with the parties. If the Tribunal has issued an interim or partial Award, any hearings relating solely to that Award shall not be repeated, and the Award shall remain in effect.

Rule 18 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the situation in which an arbitrator is replaced during the course of the arbitration proceedings. This rule outlines how previous hearings are affected by the replacement and provides guidance on whether those hearings need to be repeated. Here is an analysis of the part:

1. **Replacement of Arbitrator and Hearings:** Rule 18 deals with the scenario where an arbitrator is replaced during the course of arbitration. It distinguishes between the replacement of the sole or presiding arbitrator and the replacement of any other arbitrator on the tribunal.
2. **Repeat of Hearings for Sole or Presiding Arbitrator:** When the sole or presiding arbitrator is replaced (following the procedure outlined in Rule 15 to Rule 17), Rule 18 mandates that any hearings held previously must be repeated, unless the parties agree otherwise. This requirement aims to ensure that the replacement arbitrator has the opportunity to consider the evidence and arguments presented during earlier hearings.
3. **Repeat of Hearings for Other Arbitrators:** If any other arbitrator on the tribunal (non-sole or presiding) is replaced, the rule gives the tribunal the discretion to decide whether to repeat any previous hearings. The tribunal is expected to consult with the parties before making this decision. This flexibility recognises that repeating hearings might not be necessary in all cases but leaves room for parties' input.

4. **Interim or Partial Award Hearings:** The rule specifies that if the tribunal has issued an interim or partial award, any hearings solely related to that award are not subject to repetition. This means that if a specific award has already been issued by the tribunal, those hearings leading to that award do not need to be repeated. The interim or partial award itself remains in effect.
5. **Party Agreement and Tribunal Discretion:** The rule takes into account both party agreement and tribunal discretion in determining whether hearings need to be repeated. This balances the needs for procedural fairness and efficiency with the practicalities of the arbitration process.
6. **Fairness and Procedural Integrity:** The intention behind Rule 18 is to ensure that the replacement of an arbitrator does not compromise the fairness and procedural integrity of the arbitration. It also acknowledges the potential impact of a change in tribunal composition on previous proceedings.

In summary, Rule 18 of the SIAC 2016 Arbitration Rules addresses the repetition of hearings when an arbitrator is replaced during arbitration proceedings. It outlines the circumstances under which hearings should be repeated, taking into account the role of the replaced arbitrator and the type of award issued. This provision seeks to balance procedural fairness with efficiency and practicality in the event of arbitrator replacements.

19. Conduct of the Proceedings

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

Rule 19.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules empowers the tribunal to manage the arbitration proceedings according to its discretion, while considering the parties' input. The rule emphasises the tribunal's responsibility to conduct the arbitration in a manner that achieves a fair, efficient, economical, and conclusive resolution of the dispute. Here is an analysis of the part:

1. **Tribunal's Discretion:** Rule 19.1 acknowledges that the tribunal possesses a wide discretion in managing the arbitration proceedings. This discretion allows the tribunal to tailor the procedural aspects of the arbitration to the specific needs and circumstances of the case.
2. **Balancing Factors:** The rule requires the tribunal to balance several factors in its decision-making:
 - a. **Fairness:** The arbitration process should ensure that each party has a reasonable opportunity to present its case and that the proceedings are conducted impartially.
 - b. **Expediency:** The tribunal should strive to manage the proceedings efficiently, avoiding unnecessary delays that could hinder a timely resolution.

- c. Economy: The tribunal should seek to minimise unnecessary costs while maintaining the quality and integrity of the process.
 - d. Finality: The goal of the arbitration process is to reach a conclusive resolution of the dispute, and the tribunal's actions should support this objective.
3. Consultation with Parties: The rule emphasises that the tribunal must consult with the parties when determining how to conduct the arbitration. This consultation allows the parties to provide their input and preferences regarding procedural matters, ensuring a certain level of transparency and collaboration in the process.
 4. Tailored Approach: By allowing the tribunal to choose an appropriate manner of conducting the arbitration, Rule 19.1 reflects the recognition that each dispute is unique and may require a different approach. This tailored approach acknowledges the diverse nature of disputes and the importance of flexibility in arbitration proceedings.
 5. Effective Case Management: Effective case management is a crucial aspect of any arbitration. Rule 19.1 empowers the tribunal to adopt measures that are best suited to the case, ensuring that the proceedings are conducted smoothly and efficiently.
 6. Arbitration Values: The rule underscores key values of arbitration, such as fairness, efficiency, economy, and finality. These values contribute to the credibility and effectiveness of arbitration as a method of dispute resolution.

In summary, Rule 19.1 of the SIAC 2016 Arbitration Rules grants significant authority to the tribunal in managing the arbitration proceedings. While the tribunal is expected to exercise its discretion, the rule emphasises the importance of balancing fairness, efficiency, economy, and finality. The requirement for consultation with the parties ensures that their perspectives are considered in determining the appropriate manner in which the arbitration should be conducted.

19.2 The Tribunal shall determine the relevance, materiality and admissibility of all evidence. The Tribunal is not required to apply the rules of evidence of any applicable law in making such determination.

Rule 19.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the tribunal's role in assessing and determining the admissibility, relevance, and materiality of evidence presented during arbitration proceedings. The rule also clarifies that the tribunal is not obligated to follow the rules of evidence of any specific applicable law when making these determinations. Here is an analysis of the part:

1. Tribunal's Role in Evidence Determination: Rule 19.2 underscores the authority of the tribunal to assess the evidence that parties present during the arbitration proceedings. The tribunal's role extends beyond mere acceptance of evidence; it includes making determinations about whether evidence is relevant and material to the case.
2. Relevance and Materiality: The rule highlights that the tribunal's role encompasses not only the admissibility of evidence but also its relevance and materiality. In other words, the tribunal evaluates whether the evidence is pertinent to the issues at hand and whether it has a significant impact on the resolution of the dispute.

3. **Freedom from Applicable Law’s Rules of Evidence:** One of the key aspects of Rule 19.2 is that it clarifies that the tribunal is not bound by the rules of evidence of any specific applicable law. This means that the tribunal is not required to follow the strict procedural rules for evidence that might be present in national legal systems. Instead, the tribunal has the flexibility to consider evidence based on its own discretion, without being constrained by formal evidentiary rules.
4. **Arbitration’s Flexible Nature:** This provision aligns with the flexible nature of arbitration as a dispute resolution mechanism. Unlike court proceedings that often adhere to rigid rules of evidence, arbitration allows tribunals to determine what evidence is relevant and material to the case without being bound by formal legal procedures.
5. **Efficiency and Expedition:** The flexibility provided by Rule 19.2 contributes to the efficiency and expeditiousness of arbitration proceedings. Tribunals can consider evidence based on its merits rather than being bogged down by procedural intricacies.
6. **Tribunal’s Expertise:** Since arbitrators are typically experts in their respective fields, they are well-positioned to determine the relevancy and materiality of evidence even without strictly adhering to legal evidentiary rules.

In summary, Rule 19.2 of the SIAC 2016 Arbitration Rules empowers the tribunal to determine the admissibility, relevance, and materiality of evidence presented during arbitration proceedings. The provision emphasises that the tribunal is not obligated to apply the rules of evidence from any specific applicable law. This flexibility aligns with arbitration’s efficient and flexible nature and underscores the tribunal’s role as experts in evaluating evidence.

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

Rule 19.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines a crucial procedural step in arbitration proceedings: the preliminary meeting. This rule emphasises the importance of early communication between the tribunal and the parties to determine the most appropriate and efficient procedures for the case. Here is an analysis of the part:

1. **Preliminary Meeting Purpose:** The main purpose of the preliminary meeting, as stated in Rule 19.3, is for the tribunal to engage with the parties soon after its constitution. This interaction allows for an initial discussion on the procedural aspects of the arbitration process.
2. **Timing and Constitution of Tribunal:** The rule specifies that the preliminary meeting should take place “as soon as practicable after the constitution of the Tribunal.” This highlights the importance of timely communication to ensure that the arbitration proceedings are properly managed from the outset.
3. **Discussion of Procedures:** During the preliminary meeting, the tribunal and the parties discuss the procedures that will be most appropriate and efficient for the specific case. This includes matters such as the schedule of proceedings, submission of evidence,

timelines for pleadings, language of the proceedings, and any other relevant procedural aspects.

4. **Flexibility and Tailoring Procedures:** The emphasis on discussing “procedures that will be most appropriate and efficient for the case” underscores the flexible nature of arbitration. Each case is unique, and the procedures should be tailored to suit the specific circumstances of the dispute.
5. **In-Person or Virtual Meeting:** Rule 19.3 allows for the preliminary meeting to be conducted “in person or by any other means.” This recognises the potential for virtual meetings or conferences, which can be especially relevant when parties and arbitrators are located in different jurisdictions.
6. **Efficiency and Communication:** The early engagement between the tribunal and the parties helps set the tone for the arbitration proceedings. It ensures that procedural matters are addressed promptly and that the proceedings are designed to be efficient and effective.
7. **Fostering Collaboration:** The preliminary meeting also fosters collaboration between the tribunal and the parties. It provides an opportunity for open communication, allowing parties to express their preferences and concerns about the arbitration process.
8. **Aligning with Modern Trends:** The allowance for virtual preliminary meetings reflects the modern trend towards embracing technology in arbitration, making it more accessible and accommodating for parties and arbitrators from various locations.

In summary, Rule 19.3 of the SIAC 2016 Arbitration Rules underscores the importance of a preliminary meeting between the tribunal and the parties to discuss and determine appropriate and efficient procedural aspects of the arbitration process. This rule reflects the SIAC’s commitment to ensuring that arbitration proceedings are conducted in a manner that best suits the needs of the specific case while promoting transparency, efficiency, and collaboration.

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

Rule 19.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules empowers the tribunal with significant discretion to manage and shape the arbitration proceedings in various ways. The rule outlines several procedural tools that the tribunal can utilise to ensure the efficiency, focus, and fairness of the arbitration process. Here is an analysis of the part:

1. **Tribunal’s Discretion and Case Management:** Rule 19.4 emphasises the tribunal’s authority to exercise discretion in shaping the proceedings. This aligns with the concept of case management, where the tribunal has the flexibility to tailor the arbitration process to the specific circumstances of the dispute.
2. **Directing the Order of Proceedings:** The tribunal can determine the sequence of events within the arbitration, such as the order of submissions, witness testimonies, and cross-

examinations. This allows the tribunal to ensure that the proceedings are organised and efficient.

3. **Bifurcation of Proceedings:** Bifurcation involves separating the proceedings into different phases to address specific issues before proceeding to the main arbitration. The tribunal can choose to bifurcate the proceedings if it deems it appropriate for the efficient resolution of the dispute.
4. **Exclusion of Cumulative or Irrelevant Evidence:** The tribunal has the authority to exclude evidence that is cumulative (repetitive) or irrelevant to the issues at hand. This ensures that the arbitration remains focused on the key points and does not become bogged down by unnecessary information.
5. **Focusing Presentations on Key Issues:** The tribunal can direct the parties to concentrate their presentations on issues that are crucial to the case and whose resolution could potentially dispose of all or part of the dispute. This helps streamline the arbitration process and focus on the most impactful aspects of the case.
6. **Efficiency and Focus:** Rule 19.4 reflects the SIAC's commitment to ensuring that arbitration proceedings are conducted efficiently. By allowing the tribunal to shape the proceedings, the rule aims to prevent unnecessary delays and costs.
7. **Balancing Party Rights:** While the tribunal's discretion is significant, it is expected to balance this authority with the parties' rights to present their cases and relevant evidence. The goal is to promote fairness while maintaining an effective arbitration process.
8. **Expertise of Tribunal:** The tribunal's expertise in the subject matter of the dispute positions it well to make decisions about the order of proceedings, the relevance of evidence, and the focus of presentations.

In summary, Rule 19.4 of the SIAC 2016 Arbitration Rules empowers the tribunal to manage the proceedings by directing the order of events, bifurcating proceedings, excluding irrelevant evidence, and guiding the parties to focus on key issues. This provision reflects the SIAC's dedication to efficient case management and underscores the tribunal's role in ensuring a focused, fair, and timely resolution of disputes.

19.5 Unless otherwise agreed by the parties, the presiding arbitrator may make procedural rulings alone, subject to revision by the Tribunal.

Rule 19.5 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the authority of the presiding arbitrator to make procedural rulings in arbitration proceedings. The rule specifies that the presiding arbitrator has the power to make procedural rulings on their own, but these rulings are subject to review and potential revision by the full tribunal. Here is an analysis of the part:

1. **Procedural Rulings by Presiding Arbitrator:** Rule 19.5 outlines that the presiding arbitrator, who is the arbitrator designated to lead the arbitration tribunal, has the authority to make procedural rulings independently. These rulings pertain to procedural matters, such as

the management of hearings, the timetable for submissions, the admissibility of evidence, and other similar aspects.

2. **Subject to Revision by the Tribunal:** The rule stipulates that the procedural rulings made by the presiding arbitrator can be revised by the entire tribunal. This means that if any party or the tribunal members themselves disagree with a ruling made by the presiding arbitrator, there is a mechanism in place to review and potentially revise that ruling.
3. **Efficiency and Streamlining:** Allowing the presiding arbitrator to make procedural rulings on their own is aimed at ensuring efficiency in the arbitration proceedings. It facilitates quick decisions on routine procedural matters without the need for full tribunal deliberations.
4. **Review Mechanism for Fairness:** While the presiding arbitrator's individual authority to make procedural rulings expedites the process, the provision also emphasises the importance of fairness by allowing the tribunal as a whole to review and, if necessary, revise those rulings. This safeguards against any potential misuse of power.
5. **Preserving Tribunal Collaboration:** The provision encourages collaboration within the tribunal by involving the entire tribunal in reviewing procedural rulings. This approach maintains a sense of collective decision-making and prevents a single arbitrator from unilaterally dictating the course of proceedings.
6. **Party Agreement for Deviation:** The rule acknowledges the possibility that parties might agree to deviate from this default procedure. Parties can contractually agree that certain types of procedural rulings made by the presiding arbitrator will be final and not subject to revision by the tribunal.
7. **Balancing Efficiency and Fairness:** Rule 19.5 strikes a balance between the need for efficient decision-making and the importance of ensuring fairness in the arbitration process. It acknowledges that procedural matters can often be addressed more expediently by the presiding arbitrator but also provides a mechanism for the tribunal's involvement in reviewing these decisions.

In summary, Rule 19.5 of the SIAC 2016 Arbitration Rules grants the presiding arbitrator the authority to make procedural rulings individually. However, these rulings are subject to potential revision by the full tribunal. The rule reflects the SIAC's commitment to both efficiency and fairness in arbitration proceedings, allowing for streamlined decision-making while ensuring that key procedural matters are carefully considered.

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

Rule 19.6 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the principle of transparency and equal access to information in arbitration proceedings. This rule ensures that any statements, documents, or information provided to the tribunal or the registrar by one party must be simultaneously communicated to the other party. Here is an analysis of the part:

1. **Transparency and Fairness:** Rule 19.6 underscores the fundamental principles of transparency and fairness in arbitration proceedings. It requires that both parties have equal access to the information submitted to the tribunal or registrar. This helps maintain a level playing field and ensures that neither party is at a disadvantage due to lack of information.
2. **Simultaneous Communication:** The rule stipulates that any information submitted by one party to the tribunal or registrar must be communicated to the other party at the same time. This simultaneous communication prevents any delay or strategic advantage that could arise from one party having access to information before the other.
3. **Preventing Information Asymmetry:** Information asymmetry, where one party possesses more or better information than the other, can undermine the fairness of arbitration proceedings. Rule 19.6 addresses this concern by promoting equal and simultaneous access to information.
4. **Promoting Efficient and Informed Proceedings:** By ensuring that both parties have access to the same information, Rule 19.6 contributes to the efficiency and informed decision-making in the arbitration process. Allowing both parties to have a complete picture of the information presented helps prevent unnecessary disputes and delays.
5. **Avoiding Procedural Unfairness:** The rule prevents one party from gaining a strategic advantage by selectively sharing information with the tribunal or registrar. Simultaneous communication ensures that both parties are aware of the evidence and arguments being presented.
6. **Maintaining Trust in the Process:** A transparent and equitable exchange of information between the parties and the tribunal helps build and maintain trust in the arbitration process. Parties are more likely to have confidence in the outcome when they perceive that the proceedings are conducted fairly.
7. **Aligning with International Arbitration Standards:** The principle of simultaneous communication of information is in line with international arbitration best practices and principles. It ensures that the arbitration process adheres to globally recognised standards of fairness and transparency.

In summary, Rule 19.6 of the SIAC 2016 Arbitration Rules reinforces the principles of transparency, fairness, and equal access to information in arbitration proceedings. It requires that any statements, documents, or information provided to the tribunal or registrar by one party must be communicated to the other party simultaneously. This provision is designed to prevent information asymmetry and promote a level playing field in arbitration proceedings.

19.7 The President may, at any stage of the proceedings, request the parties and the Tribunal to convene a meeting to discuss the procedures that will be most appropriate and efficient for the case. Such meeting may be conducted in person or by any other means.

Rule 19.7 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules introduces an additional mechanism for procedural discussions in arbitration proceedings. The rule grants the President of the SIAC Court of Arbitration the authority to request a meeting involving the parties and

the tribunal to discuss the most appropriate and efficient procedures for the case. Here is an analysis of the part:

1. **Role of the President:** Rule 19.7 designates the President as having the authority to initiate a procedural meeting between the parties and the tribunal. The President's role in this context reflects the SIAC's commitment to overseeing and facilitating the efficient conduct of arbitration proceedings.
2. **Flexibility in Timing:** The rule allows the President to request such a meeting "at any stage of the proceedings." This demonstrates flexibility in the timing of the meeting, enabling the President to intervene whenever necessary to ensure the arbitration process's effectiveness.
3. **Enhancing Efficiency and Cooperation:** By calling for a meeting between the parties and the tribunal, the rule aims to foster cooperation and enhance procedural efficiency. This collaborative approach encourages open communication and allows the parties to collectively determine the best procedures for the case.
4. **Choice of Meeting Format:** Similar to other provisions in the SIAC rules, Rule 19.7 permits the meeting to be conducted either "in person or by any other means." This reflects modern trends in dispute resolution, including the use of technology to facilitate remote meetings.
5. **Alignment with Best Practices:** The provision aligns with international arbitration best practices that emphasise active case management and procedural efficiency. It acknowledges the evolving nature of arbitration and the importance of involving stakeholders in procedural decisions.
6. **President's Role in Ensuring Quality:** The President's role in initiating the procedural meeting also underscores the SIAC's commitment to maintaining the quality of arbitration proceedings. The President can help ensure that the procedures chosen are appropriate and conducive to a fair and efficient resolution of the dispute.
7. **Balancing Party Autonomy and External Oversight:** While parties have autonomy to agree on procedures, Rule 19.7 introduces an element of external oversight through the President's request for a meeting. This helps strike a balance between party autonomy and ensuring that the arbitration is conducted in accordance with best practices and the SIAC's standards.

In summary, Rule 19.7 of the SIAC 2016 Arbitration Rules grants the President of the SIAC Court of Arbitration the authority to request a meeting between the parties and the tribunal to discuss appropriate and efficient procedures for the case. This provision reflects the SIAC's dedication to efficient case management, cooperation, and procedural effectiveness in arbitration proceedings.

20. Submissions by the Parties

20.1 Unless the Tribunal determines otherwise, the submission of written statements shall proceed as set out in this Rule.

Rule 20.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the default procedure for the submission of written statements in arbitration proceedings. The rule indicates that unless the tribunal decides otherwise, the process of submitting written statements should follow the framework provided by the rule. Here is an analysis of the part:

1. **Default Procedure for Written Statements:** Rule 20.1 establishes a default procedure for the submission of written statements in arbitration proceedings. This default procedure is intended to guide the parties and the tribunal in how written submissions are to be made unless the tribunal decides to deviate from it.
2. **Tribunal's Discretion to Deviate:** The rule highlights that the tribunal has the discretion to determine whether the default procedure should be followed or whether any deviations are necessary. This reflects the tribunal's authority to adapt procedures based on the specific circumstances of the case.
3. **Flexibility in Proceedings:** By allowing the tribunal to determine whether to proceed as set out in the rule or adopt an alternative approach, Rule 20.1 emphasises the flexible nature of arbitration. The procedures can be adapted to suit the complexity, nature, and requirements of each individual case.
4. **Importance of Case-Specific Approach:** Arbitration proceedings can vary significantly depending on factors such as the size of the dispute, the complexity of the issues, and the preferences of the parties. Rule 20.1 recognises the importance of tailoring the procedural framework to the specific needs of each case.
5. **Effective Case Management:** The provision contributes to effective case management by providing a default procedure as a starting point. The tribunal's decision to follow or deviate from this procedure is based on its assessment of how best to manage the case efficiently while ensuring a fair resolution.
6. **Preserving Parties' Rights:** While the rule establishes a default procedure, it also acknowledges the importance of the tribunal's discretion and the parties' rights to have the proceedings adapted to their needs. This preserves the parties' autonomy and control over certain aspects of the arbitration process.
7. **Balancing Standardisation and Customisation:** Rule 20.1 strikes a balance between standardising certain procedural aspects (through the default procedure) and allowing for customisation based on the specific needs of each case. This balance reflects the modern approach to arbitration, which aims to combine efficiency with tailored proceedings.

In summary, Rule 20.1 of the SIAC 2016 Arbitration Rules establishes a default procedure for the submission of written statements in arbitration proceedings. However, the provision recognises the tribunal's discretion to decide whether to follow this default procedure or adopt an alternative approach based on the unique circumstances of the case. This flexibility contributes to effective case management and acknowledges the diversity of disputes that come before arbitral tribunals.

20.2 Unless already submitted pursuant to Rule 3.2, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim setting out in full detail:

- a. a statement of facts supporting the claim;**
- b. the legal grounds or arguments supporting the claim; and**
- c. the relief claimed together with the amount of all quantifiable claims.**

Rule 20.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the procedural requirements for the submission of a Statement of Claim by the claimant in arbitration proceedings. The rule specifies the content and timing of the Statement of Claim, emphasising the need for detailed information to support the claim. Here is an analysis of the part:

1. **Content of the Statement of Claim:** Rule 20.2 establishes the key components that must be included in the Statement of Claim submitted by the claimant. These components are designed to provide a comprehensive overview of the claim and the basis for seeking relief.
2. **Statement of Facts:** The claimant is required to provide a detailed “statement of facts” that supports the claim. This should involve a clear and chronological account of the events leading to the dispute, including relevant context, actions, and circumstances.
3. **Legal Grounds or Arguments:** The claimant must also outline the “legal grounds or arguments” that form the basis for the claim. This involves identifying the legal principles, contractual terms, or other legal arguments on which the claim is founded.
4. **Relief Claimed and Quantifiable Amounts:** The Statement of Claim should include the “relief claimed,” which outlines the specific remedies or compensation sought by the claimant. Additionally, the claimant is required to provide the “amount of all quantifiable claims,” indicating the monetary value associated with each claim.
5. **Timelines and Tribunal’s Determination:** The rule specifies that the claimant is to submit the Statement of Claim “within a period of time to be determined by the Tribunal.” This timeline is typically set by the tribunal based on the specific circumstances of the case.
6. **Balance Between Completeness and Efficiency:** Rule 20.2 balances the need for completeness and detailed information with the overarching goal of procedural efficiency. By requiring the claimant to provide detailed information, the rule ensures that the claim is well-substantiated and the other party can respond adequately.
7. **Supporting Early Case Understanding:** Requiring the claimant to provide a detailed Statement of Claim at an early stage helps ensure that both the tribunal and the respondent understand the basis of the claim and the nature of the dispute from the outset.
8. **Promoting Equal Access to Information:** Requiring the claimant to disclose the legal arguments, factual basis, and quantifiable claims in advance ensures that the respondent

has sufficient information to respond effectively and allows for a fair and informed adjudication of the dispute.

In summary, Rule 20.2 of the SIAC 2016 Arbitration Rules outlines the requirements for the content and timing of the claimant’s Statement of Claim. The provision aims to strike a balance between providing comprehensive information and promoting efficiency in the arbitration process. By specifying the details that must be included in the Statement of Claim, the rule contributes to transparency, fairness, and informed decision-making in arbitration proceedings.

20.3 Unless already submitted pursuant to Rule 4.2, the Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant and the Tribunal a Statement of Defence setting out in full detail:

- a. a statement of facts supporting its defence to the Statement of Claim;**
- b. the legal grounds or arguments supporting such defence; and**
- c. the relief claimed.**

Rule 20.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules establishes the procedural requirements for the submission of a Statement of Defence by the respondent in arbitration proceedings. The rule outlines the content and timing of the Statement of Defence, emphasising the need for detailed information to support the respondent’s defence. Here is an analysis of the part:

1. **Content of the Statement of Defence:** Rule 20.3 defines the essential components that must be included in the Statement of Defence submitted by the respondent. These components are aimed at presenting a comprehensive and well-structured defence to the claim.
2. **Statement of Facts:** The respondent is required to provide a comprehensive “statement of facts” that supports its defence to the claim. This involves providing a clear and coherent account of the events, actions, and circumstances that form the basis of the respondent’s position.
3. **Legal Grounds or Arguments:** Similar to the claimant’s requirement to provide legal grounds or arguments, the respondent is obligated to outline the “legal grounds or arguments” that support its defence. This includes identifying applicable legal principles, contractual terms, or other legal arguments that refute the claim.
4. **Relief Claimed:** The respondent is also expected to set out the “relief claimed” in its Statement of Defence. This refers to any counterclaims or specific remedies the respondent seeks in response to the claimant’s allegations.
5. **Timelines and Tribunal’s Determination:** Similar to the claimant’s obligation, the rule stipulates that the respondent must submit the Statement of Defence “within a period of time to be determined by the Tribunal.” The tribunal sets the timeline based on the circumstances of the case.

6. **Balancing Completeness and Efficiency:** Rule 20.3 strikes a balance between ensuring that the Statement of Defence is comprehensive and informative while promoting the overall efficiency of the arbitration process.
7. **Supporting Equitable Adjudication:** By requiring the respondent to provide detailed information about its defence, the rule helps ensure that the claimant has sufficient information to respond effectively. This contributes to a balanced and equitable arbitration process.
8. **Promoting Equal Access to Information:** Just as the claimant’s Statement of Claim aims to provide the respondent with a clear understanding of the dispute, the respondent’s Statement of Defence offers the claimant insights into the respondent’s position and arguments.

In summary, Rule 20.3 of the SIAC 2016 Arbitration Rules sets out the requirements for the content and timing of the respondent’s Statement of Defence. The rule aims to strike a balance between comprehensive information-sharing and procedural efficiency. By specifying the necessary elements that must be included in the Statement of Defence, the rule promotes transparency, fairness, and informed decision-making in arbitration proceedings.

20.4 If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Defence to Counterclaim setting out in full detail:

- a. **a statement of facts supporting its defence to the Statement of Counterclaim;**
- b. **the legal grounds or arguments supporting such defence; and**
- c. **the relief claimed.**

Rule 20.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the procedural requirements for the submission of a Statement of Defence to Counterclaim by the claimant in arbitration proceedings when a counterclaim is made by the respondent. The rule specifies the content and timing of this statement, ensuring that the claimant has an opportunity to respond comprehensively to the counterclaim. Here is an analysis of the part:

1. **Content of the Statement of Defence to Counterclaim:** Rule 20.4 defines the essential components that must be included in the Statement of Defence to Counterclaim submitted by the claimant. These components are aimed at presenting a comprehensive and well-structured defence to the counterclaim.
2. **Statement of Facts:** Similar to the Statement of Defence by the respondent, the claimant is required to provide a comprehensive “statement of facts” that supports its defence against the counterclaim. This involves providing a clear and coherent account of the events, actions, and circumstances that form the basis of the claimant’s position.
3. **Legal Grounds or Arguments:** Just as the respondent outlines legal grounds or arguments in its Statement of Defence, the claimant must do the same in its Statement of Defence

to Counterclaim. This involves identifying applicable legal principles, contractual terms, or other legal arguments that refute the counterclaim.

4. Relief Claimed: The claimant is also expected to set out the “relief claimed” in its Statement of Defence to Counterclaim. This refers to any remedies or specific responses the claimant seeks in defence against the counterclaim.
5. Timelines and Tribunal’s Determination: As in the case of other submissions, the rule specifies that the claimant must submit the Statement of Defence to Counterclaim “within a period of time to be determined by the Tribunal.” The tribunal sets the timeline based on the circumstances of the case.
6. Balancing Completeness and Efficiency: Rule 20.4 strikes a balance between ensuring that the Statement of Defence to Counterclaim is comprehensive and informative while promoting the overall efficiency of the arbitration process.
7. Equitable Adjudication of Counterclaims: By requiring the claimant to provide a detailed response to the counterclaim, the rule promotes equitable adjudication of the counterclaim. Both parties have the opportunity to fully present their positions and evidence.
8. Promoting Transparency and Fairness: Similar to the other procedural submissions, the rule contributes to transparency, fairness, and informed decision-making by ensuring that both parties have a clear understanding of each other’s positions.

In summary, Rule 20.4 of the SIAC 2016 Arbitration Rules sets out the requirements for the content and timing of the claimant’s Statement of Defence to Counterclaim. The rule aims to ensure that the claimant has a fair opportunity to respond to the counterclaim and present its arguments and evidence. By specifying the necessary elements that must be included in this statement, the rule promotes transparency, fairness, and a balanced resolution of counterclaims in arbitration proceedings.

20.5 A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.

Rule 20.5 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the issue of amending claims, counterclaims, or other submissions in arbitration proceedings. The rule outlines the circumstances under which a party may amend its submissions and introduces certain limitations on the scope of amendments. Here is an analysis of the part:

1. Scope of Amendment: Rule 20.5 allows a party to amend its claim, counterclaim, or other submissions during the course of the arbitration proceedings. This reflects the flexibility inherent in arbitration and acknowledges that parties might need to modify their positions based on evolving circumstances or newly discovered evidence.
2. Tribunal’s Discretion and Inappropriateness: The rule specifies that the tribunal has the discretion to consider whether allowing an amendment is inappropriate. The tribunal’s

role is to evaluate whether the proposed amendment should be permitted, taking into account factors such as the timing of the amendment, potential prejudice to the other party, and other relevant circumstances.

3. **Consideration of Delay and Prejudice:** The rule acknowledges that amendments may not be appropriate if they result in undue delay or prejudice to the other party. This prevents parties from making amendments that could disrupt the proceedings or unfairly disadvantage the opposing party.
4. **Protection of Arbitration Agreement Scope:** Rule 20.5 sets a clear limitation on amendments. It states that a claim or counterclaim cannot be amended in a way that would cause the amended claim or counterclaim to fall outside the scope of the arbitration agreement. This ensures that parties adhere to the scope of their initial agreement to arbitrate disputes.
5. **Balancing Flexibility and Fairness:** The provision balances the need for procedural flexibility with the principles of fairness and due process. While parties should have the opportunity to refine their positions, amendments should not be used to introduce entirely new claims that were not originally within the scope of the arbitration agreement.
6. **Ensuring Efficiency and Preventing Abuse:** By allowing amendments but setting limits on their scope, Rule 20.5 contributes to the efficiency of arbitration proceedings. It prevents parties from abusing the amendment process to delay or disrupt the proceedings or to introduce claims that were not contemplated in the original agreement.
7. **Encouraging Timely Disclosure:** The provision encourages parties to disclose any changes or additional claims promptly, ensuring that all relevant information is presented to the tribunal in a timely manner.

In summary, Rule 20.5 of the SIAC 2016 Arbitration Rules governs the amendment of claims, counterclaims, or other submissions in arbitration proceedings. The rule balances flexibility with fairness and procedural efficiency. While parties are allowed to amend their submissions, the tribunal has the discretion to evaluate whether the proposed amendments are appropriate, considering factors such as timing, prejudice, and the scope of the arbitration agreement.

20.6 The Tribunal shall decide which further submissions shall be required from the parties or may be presented by them. The Tribunal shall fix the periods of time for communicating such submissions.

Rule 20.6 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the authority of the tribunal to determine the need for and scheduling of further submissions from the parties in arbitration proceedings. The rule outlines the tribunal's role in managing the submission of additional materials and setting timelines for communication. Here is an analysis of the part:

1. **Tribunal's Authority to Request Further Submissions:** Rule 20.6 establishes that the tribunal has the authority to decide whether further submissions are necessary from the parties in the arbitration proceedings. This emphasises the tribunal's active role in managing the proceedings and ensuring a fair and informed resolution.

2. **Flexibility and Case-Specific Approach:** The rule reflects the flexible nature of arbitration proceedings. Tribunals have the discretion to determine whether additional submissions are required based on the complexity of the issues, the evolving nature of the case, or the need to address new developments.
3. **Balancing Information Exchange and Efficiency:** Rule 20.6 seeks to balance the importance of allowing parties to present their arguments and evidence with the overall efficiency of the arbitration process. The tribunal's discretion prevents unnecessary delays while ensuring that parties have the opportunity to present relevant information.
4. **Setting Timelines for Further Submissions:** In addition to deciding on the need for further submissions, the tribunal also has the responsibility to "fix the periods of time for communicating such submissions." This refers to setting deadlines for parties to submit their additional materials. Timelines are crucial for maintaining a structured and organised arbitration process.
5. **Efficient Case Management:** The provision underscores the tribunal's role in effective case management. Tribunals are well-positioned to assess the progress of the case, identify areas that require more information, and set appropriate deadlines to keep the proceedings on track.
6. **Promoting Fairness and Informed Decision-Making:** By allowing the tribunal to determine the timing and nature of further submissions, Rule 20.6 contributes to fairness and informed decision-making. It ensures that both parties have the opportunity to respond to new developments or arguments and that the tribunal has access to comprehensive information.
7. **Preserving Equal Opportunity:** Granting the tribunal the authority to manage further submissions helps ensure that both parties have an equal opportunity to present their case. It prevents situations where one party might attempt to introduce last-minute submissions that could disadvantage the opposing party.

In summary, Rule 20.6 of the SIAC 2016 Arbitration Rules grants the tribunal the authority to decide whether further submissions are required from the parties and to set timelines for such submissions. The provision reflects the tribunal's active role in managing the proceedings, promoting fairness, and ensuring an efficient and well-structured arbitration process.

20.7 All submissions referred to in this Rule shall be accompanied by copies of all supporting documents which have not previously been submitted by any party.

Rule 20.7 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the requirement for parties to submit supporting documents along with their written submissions in arbitration proceedings. The rule emphasises the importance of providing complete and relevant documentary evidence to support the arguments presented. Here is an analysis of the part:

1. **Supporting Documents Requirement:** Rule 20.7 establishes a clear requirement for parties to submit all supporting documents along with their written submissions. This includes any documents that have not been previously submitted by any party in the proceedings.

2. **Comprehensive Presentation of Evidence:** The provision aims to ensure that the tribunal and the opposing party have access to all relevant evidence and supporting documentation that underpin the arguments presented in the written submissions. This contributes to a comprehensive understanding of the case.
3. **Promotion of Transparency:** Requiring parties to submit supporting documents promotes transparency in arbitration proceedings. All parties have access to the same documentary evidence, preventing any potential information asymmetry that could lead to unfair advantages.
4. **Avoidance of Surprise and Unfair Tactics:** By mandating the submission of supporting documents, Rule 20.7 prevents parties from using surprise tactics or introducing new evidence at a later stage of the proceedings. This ensures that all parties have a fair opportunity to review and respond to the evidence.
5. **Efficient Adjudication of the Dispute:** The requirement for comprehensive submission of documents supports the efficient adjudication of the dispute. The tribunal and the parties can review the arguments and evidence in a more organised and structured manner.
6. **Informed Decision-Making:** Submitting all relevant supporting documents allows the tribunal to make well-informed decisions based on the complete evidentiary record. It also enables the opposing party to fully address the evidence presented.
7. **Maintaining the Integrity of the Process:** Requiring the submission of all supporting documents helps maintain the integrity of the arbitration process. It prevents parties from selectively presenting evidence and promotes a balanced presentation of the case.
8. **Preservation of Fairness and Due Process:** By ensuring that all parties submit their supporting documents, the rule upholds principles of fairness and due process. All parties have an equal opportunity to present their case and respond to the evidence.

In summary, Rule 20.7 of the SIAC 2016 Arbitration Rules mandates that all submissions referred to in the rule must be accompanied by copies of all supporting documents that have not been previously submitted by any party. This requirement promotes transparency, fairness, and efficiency in the arbitration proceedings by ensuring that all relevant evidence is provided to the tribunal and the opposing party.

20.8 If the Claimant fails within the time specified to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate.

Rule 20.8 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the consequences of a claimant's failure to submit its Statement of Claim within the specified time frame in arbitration proceedings. The rule outlines the authority of the tribunal to respond to such a failure and provides options for addressing the situation. Here is an analysis of the part:

1. **Consequence of Claimant's Failure to Submit Statement of Claim:** Rule 20.8 establishes that if the claimant fails to submit its Statement of Claim within the specified time frame, the tribunal has the authority to take action in response to this failure.

2. **Options Available to the Tribunal:** The rule presents two possible courses of action for the tribunal: a. **Termination of Arbitral Proceedings:** The tribunal may issue an order for the termination of the arbitral proceedings. This would effectively end the arbitration process due to the claimant's failure to initiate it properly. b. **Issuance of Other Appropriate Directions:** Alternatively, the tribunal may choose to give other directions that it deems appropriate under the circumstances. These directions could include providing the claimant with an opportunity to explain the delay or setting new deadlines.
3. **Balancing Efficiency and Due Process:** Rule 20.8 reflects the tribunal's need to balance the efficiency of the arbitration process with the principles of due process and fairness. While it is important to keep the proceedings moving forward, parties must also be given a reasonable opportunity to present their case.
4. **Encouragement of Timely Submission:** The provision is designed to encourage timely submission of the Statement of Claim by the claimant. By setting clear time frames and consequences for non-compliance, the rule aims to prevent undue delays and ensure the arbitration process progresses as intended.
5. **Flexibility in Tribunal's Decision-Making:** The rule grants the tribunal discretion to determine the appropriate response based on the specific circumstances. This reflects the tribunal's role in managing the proceedings and adapting to the unique dynamics of each case.
6. **Preservation of Due Process and Fairness:** While the rule addresses the claimant's failure to submit the Statement of Claim, it also emphasises the importance of maintaining due process and fairness. The tribunal's options aim to strike a balance between addressing the failure and allowing the claimant a reasonable opportunity to proceed.
7. **Efficient Case Management:** The provision contributes to efficient case management by providing a mechanism for addressing delays and ensuring that the arbitration process continues to move forward.

In summary, Rule 20.8 of the SIAC 2016 Arbitration Rules outlines the potential consequences of a claimant's failure to submit its Statement of Claim within the specified time frame. The rule provides options for the tribunal to address the situation, balancing efficiency and due process considerations. The goal is to encourage timely submission of documents while ensuring fairness and adherence to the arbitration process.

20.9 If the Respondent fails to submit its 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.

Rule 20.9 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the consequences of a respondent's failure to submit its Statement of Defence or a party's failure to present its case in the manner directed by the tribunal. The rule outlines the authority of the tribunal to proceed with the arbitration in such circumstances. Here is an analysis of the part:

1. **Consequence of Respondent's Failure to Submit Statement of Defence:** Rule 20.9 establishes that if the respondent fails to submit its Statement of Defence within the

specified time frame, the tribunal has the authority to take action in response to this failure.

2. **Consequence of Party's Failure to Present its Case as Directed:** Additionally, the rule extends its scope to cover any point in the proceedings where any party fails to avail itself of the opportunity to present its case in the manner directed by the tribunal. This encompasses various stages of the proceedings beyond just the initial submission of the Statement of Defence.
3. **Tribunal's Authority to Proceed:** The rule grants the tribunal the authority to proceed with the arbitration even in the absence of a respondent's Statement of Defence or when a party fails to present its case as directed. This means that the arbitration can continue despite the defaulting party's failure to comply with procedural requirements.
4. **Promotion of Efficiency:** The provision is designed to ensure the efficient progression of the arbitration process. It prevents delays that could arise from non-compliance with procedural requirements.
5. **Maintaining Fairness and Due Process:** While the rule allows the tribunal to proceed despite a party's failure, it also underscores the importance of fairness and due process. Parties should be given the opportunity to present their case and respond to arguments and evidence.
6. **Balancing the Tribunal's Discretion and Parties' Rights:** The rule strikes a balance between the tribunal's discretion to proceed and the parties' rights to present their case. It acknowledges that in some situations, proceeding without one party's submission might be appropriate to maintain the overall pace and fairness of the arbitration.
7. **Preservation of Arbitration Process Integrity:** By allowing the tribunal to continue the arbitration even in the absence of a party's submission, Rule 20.9 helps preserve the integrity of the arbitration process and prevents parties from attempting to delay or disrupt the proceedings.

In summary, Rule 20.9 of the SIAC 2016 Arbitration Rules outlines the potential consequences of a respondent's failure to submit its Statement of Defence or a party's failure to present its case as directed by the tribunal. The rule grants the tribunal the authority to proceed with the arbitration in such circumstances, balancing efficiency with fairness and due process considerations. The primary goal is to maintain the arbitration process's integrity and progression.

21. Seat of the Arbitration

21.1 The parties may agree on the seat of the arbitration. Failing such an agreement, the seat of the arbitration shall be determined by the Tribunal, having regard to all the circumstances of the case.

Rule 21.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the determination of the seat of arbitration. The rule outlines the process by which the seat of the arbitration is established either through mutual agreement of the parties or, failing such agreement, by the tribunal. Here is an analysis of the part:

1. **Seat of Arbitration:** The “seat of arbitration” refers to the legal location where the arbitration proceedings are deemed to be taking place. It has legal implications, including the law governing the arbitration process and the supervisory jurisdiction of the courts.
2. **Mutual Agreement of the Parties:** The rule acknowledges that the parties have the authority to agree on the seat of the arbitration. If the parties reach a mutual agreement on the seat, that agreed location will be considered the seat of the arbitration.
3. **Tribunal’s Role in the Absence of Agreement:** If the parties fail to agree on the seat of arbitration, the rule outlines the role of the tribunal in determining the seat. The tribunal has the authority to make this determination based on “all the circumstances of the case.”
4. **Balancing Factors:** The phrase “having regard to all the circumstances of the case” suggests that the tribunal should consider various factors when determining the seat. These factors may include the parties’ preferences, the convenience of the parties and witnesses, the legal infrastructure of the potential seats, and other relevant practical considerations.
5. **Ensuring Fairness and Practicality:** The provision aims to ensure that the seat is determined in a manner that is fair to both parties and is practical for the conduct of the arbitration proceedings. It prevents a situation where one party unilaterally dictates the seat, potentially disadvantaging the other party.
6. **Flexibility and Adaptability:** Rule 21.1 reflects the flexible nature of arbitration proceedings. It allows for adaptation to the specific circumstances of each case, taking into account factors that could influence the choice of seat.
7. **Promotion of Efficiency and Neutrality:** The provision contributes to efficient case management by providing a mechanism for determining the seat when the parties cannot agree. It also helps maintain neutrality in the arbitration process by ensuring that the seat is chosen objectively.
8. **Clarity and Avoidance of Disputes:** By setting out the process for determining the seat of arbitration, the rule contributes to clarity and reduces the potential for disputes between the parties regarding this important aspect of the arbitration.

In summary, Rule 21.1 of the SIAC 2016 Arbitration Rules outlines the process for determining the seat of arbitration. It highlights the authority of the parties to agree on the seat and the role of the tribunal in determining the seat in the absence of agreement. The rule reflects the flexible and adaptable nature of arbitration, aiming to ensure fairness, practicality, and efficiency in the determination of the seat.

21.2 The Tribunal may hold hearings and meetings by any means it considers expedient or appropriate and at any location it considers convenient or appropriate.

Rule 21.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the flexibility that tribunals have in conducting hearings and meetings during arbitration proceedings. The rule emphasises the tribunal’s authority to choose the means and location of hearings and meetings based on what is deemed expedient and appropriate. Here is an analysis of the part:

1. **Flexible Hearing and Meeting Methods:** The rule grants the tribunal broad discretion in selecting the means by which hearings and meetings are conducted during the arbitration process. This recognises the diverse technological and logistical options available for communication.
2. **Expediency and Appropriateness:** The terms “expedient” and “appropriate” underscore the tribunal’s authority to determine the most suitable methods for conducting hearings and meetings based on the specific circumstances of the case. The tribunal is encouraged to choose methods that enhance efficiency and fairness.
3. **Adaptability to Technological Advances:** By allowing hearings and meetings to be held “by any means,” the rule acknowledges the increasing use of technological tools such as videoconferencing, teleconferencing, and virtual platforms for conducting proceedings. This adaptability reflects modern practices and technological advancements.
4. **Location Flexibility:** The rule also gives the tribunal the power to choose the location of hearings and meetings. This recognises that arbitration proceedings often involve parties from different jurisdictions, and holding hearings in a location convenient for all parties can enhance the accessibility and fairness of the process.
5. **Cost and Convenience Considerations:** The provision enables the tribunal to consider cost-efficiency and convenience when deciding the means and location of hearings and meetings. This can reduce travel expenses and other logistical challenges for parties and witnesses.
6. **Promotion of Efficiency and Fairness:** Rule 21.2 contributes to efficient case management by allowing the tribunal to choose methods that expedite the proceedings while still ensuring fairness and transparency. It also takes into account the practicality of gathering evidence and hearing witnesses.
7. **Balancing Technological Advancements and Due Process:** While the rule encourages the use of modern technology, it also preserves principles of due process. The methods chosen should facilitate effective communication and the presentation of evidence and arguments.
8. **Tailoring to the Case’s Unique Aspects:** The provision recognises that every arbitration case is unique, and the means and location of hearings and meetings should be tailored to the specific requirements and dynamics of each case.

In summary, Rule 21.2 of the SIAC 2016 Arbitration Rules provides tribunals with the authority to decide the means and location of hearings and meetings during arbitration proceedings. The rule underscores the flexibility and adaptability of modern arbitration practices while ensuring efficiency, fairness, and due process considerations are upheld.

22. Language of the Arbitration

22.1 Unless otherwise agreed by the parties, the Tribunal shall determine the language to be used in the arbitration.

Rule 22.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the determination of the language to be used in arbitration proceedings. The rule establishes the authority of the tribunal to decide the language of the proceedings unless the parties have agreed otherwise. Here is an analysis of the part:

1. **Language Determination by the Tribunal:** The rule specifies that the responsibility for determining the language to be used in the arbitration lies with the tribunal. This grants the tribunal discretion to choose the language based on the specific circumstances of the case.
2. **Flexibility and Adaptability:** By granting the tribunal authority to determine the language, the rule reflects the flexible and adaptable nature of arbitration. It allows the tribunal to select a language that is most suitable for the proceedings, considering factors such as the parties' languages, the location of the parties, and the nature of the dispute.
3. **Ensuring Effective Communication:** The choice of language has a significant impact on the effectiveness of communication between the parties, the tribunal, and witnesses. The rule acknowledges that the language selected should facilitate clear and accurate communication.
4. **Balancing Parties' Rights and Practicality:** While the tribunal has the authority to decide the language, it should balance this authority with the rights and expectations of the parties. The chosen language should not unduly disadvantage any party, and practical considerations should also be taken into account.
5. **Promotion of Efficiency and Fairness:** Rule 22.1 contributes to efficient case management by providing a mechanism for the tribunal to select a language that promotes clear communication and facilitates the resolution of the dispute. It also ensures fairness by allowing the tribunal to choose a neutral language that neither party might have an undue advantage in.
6. **Use of Multilingual Tribunals:** In cases where the tribunal members are proficient in different languages, this provision enables the tribunal to make informed decisions about the language to be used based on their language abilities.
7. **Respect for Party Preferences:** While the rule empowers the tribunal to determine the language, tribunals often take into consideration the parties' preferences and any agreement on language usage reached between them.
8. **Avoidance of Ambiguity and Misunderstandings:** The provision helps prevent potential misunderstandings and misinterpretations that could arise if parties are required to proceed in a language that is not familiar to them.

In summary, Rule 22.1 of the SIAC 2016 Arbitration Rules entrusts the tribunal with the authority to determine the language to be used in the arbitration proceedings. The rule aims to strike a balance between the tribunal's discretion, parties' rights, practical considerations, and the need for effective

communication. It contributes to efficient and fair arbitration proceedings by ensuring clear and accurate communication between all parties involved.

22.2 If a party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been constituted, the Registrar, may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

Rule 22.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the situation in which a party submits a document in a language other than the language(s) of the arbitration. The rule outlines the authority of the tribunal or the registrar to order the submission of a translation of the document. Here is an analysis of the part:

1. **Multilingual Proceedings Consideration:** The rule recognises that arbitration proceedings may involve parties from different linguistic backgrounds, leading to the potential submission of documents in languages other than the language(s) of the arbitration.
2. **Translation Order Authority:** The rule stipulates that if a party submits a document in a language other than the language(s) of the arbitration, the authority to order the submission of a translation rests with either the tribunal or, in cases where the tribunal has not yet been constituted, the registrar.
3. **Maintaining Uniformity and Understanding:** The provision seeks to maintain uniformity and ensure that all participants in the arbitration, including the tribunal, parties, and witnesses, can understand the content of the documents presented. Translation allows for clear communication and accurate interpretation of the information contained in the document.
4. **Determination of Translation Form:** The rule grants flexibility in determining the form of the required translation. This means that the tribunal or the registrar can determine the manner in which the translation should be presented, whether as a full translation or a summary, to suit the circumstances of the case.
5. **Ensuring Fairness and Equal Access:** By ordering a translation, the rule ensures that all parties have equal access to the information contained in the document, regardless of their language proficiency. This promotes fairness in the proceedings.
6. **Avoidance of Misinterpretation and Delay:** Requiring translations prevents potential misinterpretation or misunderstanding of the document's content, which could otherwise lead to delays or disputes in the proceedings.
7. **Practicality and Efficiency:** The rule also takes into consideration the practicality and efficiency of the arbitration process. Requiring translations enables the proceedings to proceed smoothly by avoiding potential disruptions caused by linguistic differences.
8. **Cooperation and Compliance:** This provision encourages cooperation between the parties and underscores the need for compliance with procedural requirements to ensure the arbitration process's integrity.

In summary, Rule 22.2 of the SIAC 2016 Arbitration Rules addresses the submission of documents in languages other than the language(s) of the arbitration. The rule empowers the tribunal or the registrar to order the submission of a translation of such documents, aiming to ensure uniformity, understanding, fairness, and efficiency in the arbitration proceedings. This provision reflects the practical challenges that can arise in multilingual arbitration cases and seeks to address them in a balanced manner.

23. Party Representatives

23.1 Any party may be represented by legal practitioners or any other authorised representatives. The Registrar and/or the Tribunal may require proof of authority of any party representatives.

Rule 23.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the representation of parties in arbitration proceedings. The rule establishes the right of parties to be represented by legal practitioners or other authorised representatives, and it outlines the authority of the registrar and/or the tribunal to require proof of authority for party representatives. Here is an analysis of the part:

1. **Representation by Legal Practitioners or Authorised Representatives:** The rule affirms that any party involved in the arbitration proceedings has the right to be represented by either legal practitioners (lawyers) or other authorised representatives. This acknowledges the importance of parties having skilled individuals to advocate on their behalf during the arbitration process.
2. **Flexibility in Representation:** By allowing parties to be represented by legal practitioners or other authorised representatives, the rule provides flexibility in how parties choose to present their case. This can include individuals with expertise in the subject matter of the dispute or individuals who are not lawyers but have relevant knowledge.
3. **Proof of Authority Requirement:** The provision empowers the registrar and/or the tribunal to request proof of authority for party representatives. This means that if a party is represented by a non-lawyer or a representative whose authority might be questioned, the registrar or the tribunal can request evidence that the representative is indeed authorised to act on behalf of the party.
4. **Prevention of Unauthorised Representation:** Requiring proof of authority helps prevent unauthorised or improper representation that could undermine the integrity of the arbitration proceedings. It ensures that only individuals with valid authority represent parties.
5. **Regulation and Orderliness:** The provision contributes to maintaining orderliness in the arbitration process. By requiring proof of authority, the rule helps establish a clear process for verifying the representation status of individuals appearing on behalf of the parties.
6. **Balancing Rights and Oversight:** While parties have the right to choose their representatives, the rule allows the registrar and/or the tribunal to exercise oversight when necessary. This helps balance parties' rights with the need to ensure that representation is legitimate and authorised.

7. Facilitating Effective Communication and Advocacy: Parties' representatives play a crucial role in effectively communicating their case to the tribunal. This provision ensures that parties can be confident that their representatives have the proper authority and qualifications to advocate on their behalf.
8. Promotion of Fairness and Due Process: Ensuring that representatives are properly authorised aligns with the principles of fairness and due process, as it ensures that both parties have equal opportunities to present their cases.

In summary, Rule 23.1 of the SIAC 2016 Arbitration Rules establishes the right of parties to be represented by legal practitioners or authorised representatives in arbitration proceedings. The rule also grants the registrar and/or the tribunal the authority to require proof of authority for party representatives, aiming to prevent unauthorised representation and maintain the fairness and orderliness of the arbitration process.

23.2 After the constitution of the Tribunal, any change or addition by a party to its representatives shall be promptly communicated in writing to the parties, the Tribunal and the Registrar.

Rule 23.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the requirement for parties to promptly communicate any changes or additions to their representatives after the constitution of the tribunal. The rule emphasises the importance of notifying all relevant parties and authorities about any modifications made to the representation of a party in the arbitration proceedings. Here is an analysis of the part:

1. Timely Communication of Representative Changes: The rule underscores the need for parties to promptly inform all relevant parties, the tribunal, and the registrar about any changes or additions to their representatives. This requirement ensures that everyone involved in the proceedings is aware of who is authorised to represent a particular party.
2. Maintaining Transparency and Clarity: By mandating that parties communicate representative changes or additions in writing, the rule promotes transparency and clarity in the arbitration process. It prevents confusion that might arise from changes not being communicated promptly.
3. Effective Case Management: Prompt communication of representative changes helps the tribunal and the registrar manage the proceedings efficiently. They need accurate information to properly address parties, send communications, and schedule hearings or meetings.
4. Preventing Misrepresentation and Confusion: Ensuring that all parties are informed about changes or additions to representatives helps prevent potential misrepresentation or confusion. It safeguards against unauthorised individuals participating in the proceedings.
5. Protecting Due Process and Fairness: By requiring prompt communication, the provision safeguards the due process rights of all parties. Allowing unauthorised or unknown representatives to participate could potentially compromise the fairness of the proceedings.

6. **Promotion of Open Communication:** The rule encourages parties to maintain open and transparent communication with all involved parties and authorities, fostering an environment of cooperation and clarity.
7. **Notification Responsibility:** The responsibility for notifying the relevant parties, the tribunal, and the registrar lies with the party making the changes or additions to its representatives. This encourages parties to take an active role in ensuring that proper representation is established.
8. **Compliance with Procedural Rules:** This provision aligns with procedural rules that require accurate and updated representation information for effective communication and adjudication.

In summary, Rule 23.2 of the SIAC 2016 Arbitration Rules mandates that parties promptly communicate in writing any changes or additions to their representatives after the constitution of the tribunal. The rule emphasises transparency, effective case management, and due process considerations, and it encourages parties to actively engage in ensuring proper representation throughout the arbitration proceedings.

24. Hearings

24.1 **Unless the parties have agreed on a documents-only arbitration or as otherwise provided in these Rules, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including any issue as to jurisdiction.**

Rule 24.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the circumstances under which a hearing for the presentation of evidence and/or oral submissions on the merits of a dispute, including jurisdiction issues, will be held by the tribunal. Here is an analysis of the part:

1. **Hearing Requirement or Discretion:** The rule outlines that a hearing for the presentation of evidence and/or oral submissions may be held by the tribunal under certain conditions. It grants the tribunal discretion to decide whether to hold such a hearing if either party requests it or if the tribunal itself deems it necessary.
2. **Flexibility in Hearing Format:** The rule recognises that hearings may be an essential part of arbitration proceedings in certain cases, but it also acknowledges that there might be situations where hearings are not required or appropriate. The provision is flexible to accommodate the diverse needs of different cases.
3. **Preservation of Party Rights:** By allowing a party to request a hearing, the provision preserves the parties' rights to have their case heard orally, to present evidence, and to make arguments in person. This aligns with principles of due process and allows parties to advocate for their positions effectively.
4. **Importance of Hearing for Presentation of Evidence:** The provision underscores the significance of oral presentations and the presentation of evidence in the arbitration process. This approach contrasts with a "documents-only arbitration" where hearings are

not typically conducted, but they are allowed unless parties agree otherwise or the rules provide otherwise.

5. **Consideration of Jurisdictional Issues:** The provision explicitly includes jurisdictional issues as subjects for which a hearing can be held. This indicates that the tribunal is authorised to address jurisdictional matters in a hearing if deemed necessary.
6. **Efficient Case Management:** The rule strikes a balance between the parties' right to be heard and the need for efficient case management. It allows the tribunal to decide whether a hearing is necessary based on the complexity of the dispute, the issues involved, and the parties' requests.
7. **Equal Treatment and Fairness:** The rule ensures that both parties have an equal opportunity to present their evidence and arguments in a live setting, contributing to fairness in the proceedings.
8. **Party Participation in Hearing Decision:** By allowing either party to request a hearing, the rule enables parties to actively participate in the decision-making process regarding whether a hearing should be held.

In summary, Rule 24.1 of the SIAC 2016 Arbitration Rules addresses the circumstances under which a hearing for evidence presentation and/or oral submissions may be held. The rule provides flexibility by allowing parties or the tribunal to request such a hearing, ensuring parties' right to be heard while also allowing for efficient case management. It underscores the importance of oral presentations, especially in addressing jurisdictional issues, and aligns with principles of fairness and due process in arbitration proceedings.

24.2 The Tribunal shall, after consultation with the parties, set the date, time and place of any meeting or hearing and shall give the parties reasonable notice.

Rule 24.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the procedural aspects related to the scheduling of meetings or hearings by the tribunal during arbitration proceedings. The rule outlines the tribunal's responsibility to consult with the parties and set the date, time, and place of these meetings or hearings, while also ensuring that the parties are given reasonable notice. Here is an analysis of the part:

1. **Scheduling Control by the Tribunal:** The rule emphasises that the tribunal has the authority to determine the schedule of meetings or hearings. This empowers the tribunal to manage the proceedings efficiently and decide when these important events will take place.
2. **Consultation with Parties:** The rule highlights the need for the tribunal to consult with the parties before finalising the date, time, and place of any meeting or hearing. This promotes transparency and ensures that the parties' preferences and scheduling constraints are taken into account.
3. **Flexibility and Customisation:** The provision recognises that each arbitration case is unique, with its own set of circumstances. By consulting with the parties, the tribunal can

tailor the scheduling to suit the needs of the specific case and the availability of the parties and their representatives.

4. **Efficient Case Management:** The requirement for consultation and reasonable notice helps the tribunal manage the arbitration process efficiently. It enables the tribunal to plan ahead and schedule meetings or hearings in a way that minimises delays and ensures the smooth progression of the proceedings.
5. **Balancing Parties' Interests:** By involving the parties in the scheduling process, the rule aims to strike a balance between the tribunal's control over the proceedings and the parties' interests and commitments outside of the arbitration.
6. **Reasonable Notice Requirement:** The provision mandates that the parties be given reasonable notice of the date, time, and place of any meeting or hearing. This ensures that the parties have sufficient time to prepare, arrange for their representatives' attendance, and gather any necessary evidence.
7. **Facilitation of Participation:** The requirement for reasonable notice enhances the parties' ability to fully participate in the proceedings. It prevents situations where parties might be caught off guard or unable to attend due to insufficient notice.
8. **Promotion of Fairness and Due Process:** The part's provisions contribute to fairness by allowing parties ample time to prepare and present their case effectively. This aligns with the principle of due process in arbitration.

In summary, Rule 24.2 of the SIAC 2016 Arbitration Rules emphasises the tribunal's responsibility to consult with the parties, set the schedule of meetings or hearings, and provide reasonable notice. The rule aims to promote flexibility, efficient case management, and fairness in arbitration proceedings by involving the parties in scheduling decisions and ensuring that they have adequate time to prepare and participate.

24.3 If any party fails to appear at a meeting or 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.

Rule 24.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the consequences when a party fails to appear at a scheduled meeting or hearing during the arbitration proceedings. The rule grants the tribunal the authority to proceed with the arbitration and potentially render an award based on the submissions and evidence before it if a party fails to appear without sufficient cause. Here is an analysis of the part:

1. **Consequence of Non-Appearance:** The rule establishes that if a party fails to appear at a scheduled meeting or hearing without showing sufficient cause for their absence, the tribunal is empowered to take action in response to this failure.
2. **Balance Between Parties' Responsibilities:** The provision seeks to balance the responsibilities of the parties to actively participate in the arbitration proceedings. Parties are expected to attend meetings or hearings unless there is a valid reason for their absence.

3. **Promotion of Efficient Proceedings:** By allowing the tribunal to proceed with the arbitration and potentially render an award based on the existing submissions and evidence, the provision aims to prevent unnecessary delays in the proceedings caused by one party's non-appearance.
4. **Consideration of Sufficient Cause:** The rule recognises that there might be legitimate reasons for a party's non-appearance, such as unexpected emergencies or genuine obstacles. If a party can provide sufficient cause for its absence, the tribunal is likely to consider those reasons before taking any action.
5. **Ensuring Fairness:** The part's requirement for the tribunal to determine whether there is sufficient cause for non-appearance underscores the importance of maintaining fairness in the arbitration process. It prevents the tribunal from penalising a party unfairly if there is a valid justification for their absence.
6. **Proactive Case Management:** The provision encourages proactive case management by discouraging parties from intentionally or recklessly avoiding their obligations to attend meetings or hearings.
7. **Authority to Render an Award:** The rule empowers the tribunal to make an award based on the existing submissions and evidence. This indicates the tribunal's discretion to make decisions based on the information available to it.
8. **Preservation of Due Process and Parties' Rights:** While the provision allows the tribunal to proceed without the non-appearing party, it still recognises the importance of due process and fairness by requiring the tribunal to assess the reason for the non-appearance.

In summary, Rule 24.3 of the SIAC 2016 Arbitration Rules outlines the consequences when a party fails to appear at a scheduled meeting or hearing without sufficient cause. The provision grants the tribunal the authority to proceed with the arbitration and potentially render an award based on existing submissions and evidence. However, the rule also emphasises the importance of assessing the reason for non-appearance to maintain fairness and due process in the proceedings.

24.4 Unless otherwise agreed by the parties, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential.

Rule 24.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the privacy and confidentiality of meetings, hearings, recordings, transcripts, and documents related to the arbitration proceedings. The rule establishes a default rule that unless the parties agree otherwise, all meetings and hearings are to be held in private, and any materials used in relation to the proceedings shall remain confidential. Here is an analysis of the part:

1. **Preservation of Privacy:** The rule underscores the privacy of arbitration proceedings. It emphasises that meetings and hearings should be conducted in a private manner, protecting the confidentiality of the discussions and proceedings.

2. **Default Confidentiality Principle:** The provision establishes a default rule that all meetings and hearings shall be confidential unless the parties agree otherwise. This ensures that the parties' sensitive information and discussions remain private.
3. **Parties' Consent for Waiving Confidentiality:** By requiring agreement from the parties for any deviation from the default confidentiality, the rule respects parties' autonomy and allows them to decide whether they want to make certain proceedings public or disclose specific information.
4. **Protection of Sensitive Information:** Confidentiality is a fundamental aspect of arbitration. The rule safeguards sensitive business or personal information from being publicly disclosed, which is particularly important in commercial disputes.
5. **Encouragement of Open Communication:** Knowing that meetings and hearings are private can encourage parties and witnesses to communicate openly and honestly without fear that their statements will be made public.
6. **Enhancing Trust in the Process:** Confidentiality can enhance the parties' trust in the arbitration process. They are more likely to engage fully and disclose pertinent information if they are assured that such information will remain confidential.
7. **Avoidance of Precedent and Publicity:** The rule helps avoid the creation of unwanted legal precedents from arbitrations and prevents undue public attention, especially in cases where one party might want to maintain its dispute out of the public eye.
8. **Customisable Agreements:** The rule provides parties with the flexibility to agree to a different approach if they find it beneficial to conduct certain parts of the proceedings in a less private manner or if they wish to disclose specific information.
9. **Fairness and Impartiality:** Confidentiality maintains the impartiality of the tribunal by preventing external influences or undue pressures that might arise from public scrutiny.

In summary, Rule 24.4 of the SIAC 2016 Arbitration Rules emphasises the private and confidential nature of arbitration proceedings. It establishes a default rule that meetings and hearings are confidential, unless the parties agree otherwise. This provision preserves the privacy of discussions, protects sensitive information, enhances open communication, and contributes to the integrity and effectiveness of the arbitration process.

25. Witnesses

25.1 Before any hearing, the Tribunal may require the parties to give notice of the identity of witnesses, including expert witnesses, whom the parties intend to produce, the subject matter of their testimony and its relevance to the issues.

Rule 25.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the tribunal's authority to request parties to provide advance notice of witnesses, including expert witnesses, that they intend to produce for a hearing. The rule outlines the requirement for parties to identify witnesses, describe the subject matter of their testimony, and explain its relevance to the issues in dispute. Here is an analysis of the part:

1. **Preparation for Effective Hearings:** The rule reflects the tribunal's proactive approach to ensure that hearings are conducted efficiently and effectively. Requiring advance notice of witnesses allows the tribunal to better prepare for the presentation of evidence.
2. **Focus on Relevance and Efficiency:** By requesting information about the identity of witnesses and the subject matter of their testimony, the rule aims to ensure that the evidence presented during the hearing is relevant to the issues in dispute. This helps streamline the proceedings and prevents unnecessary delays or distractions.
3. **Early Disclosure of Witnesses:** The provision encourages parties to disclose their witnesses early in the process, enhancing transparency and allowing the opposing party to adequately prepare for cross-examination and presentation of their own evidence.
4. **Expert Witnesses Included:** The rule specifically includes expert witnesses in the requirement for notice. This recognises the importance of expert testimony in arbitration cases and ensures that the tribunal and the opposing party are aware of the experts' anticipated contributions.
5. **Enhancing Fairness and Due Process:** The requirement for notice of witnesses contributes to fairness and due process by ensuring that both parties have an opportunity to prepare for cross-examination and respond to the evidence presented.
6. **Avoidance of Surprises:** Advance notice of witnesses helps prevent surprises during the hearing, benefiting both parties and the tribunal. This prevents the strategic introduction of witnesses or evidence that could catch the opposing party off guard.
7. **Effective Case Management:** The rule aligns with the principle of efficient case management by allowing the tribunal to plan for the hearing and allocate appropriate time for the presentation of evidence.
8. **Encouraging Cooperation and Transparency:** Requiring parties to disclose witnesses in advance encourages cooperation and transparency in the arbitration process. It ensures that both sides have equal opportunities to prepare their case and respond to the evidence presented.

In summary, Rule 25.1 of the SIAC 2016 Arbitration Rules empowers the tribunal to request parties to provide advance notice of witnesses, including expert witnesses, they intend to produce for a hearing. The provision aims to enhance the efficiency, fairness, and transparency of arbitration proceedings by ensuring that evidence presented during the hearing is relevant and that both parties have adequate time to prepare their cases.

25.2 The Tribunal may allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.

Rule 25.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules grants the tribunal the authority to make decisions regarding the appearance of witnesses to give oral evidence at a hearing. The rule specifies that the tribunal can choose to allow, refuse, or limit the appearance of witnesses as it deems appropriate. Here is an analysis of the part:

1. **Tribunal's Discretion:** The rule underscores the tribunal's discretion in managing the presentation of evidence during a hearing. The tribunal has the authority to make decisions regarding the appearance of witnesses based on the circumstances of the case.
2. **Case-by-Case Evaluation:** The provision acknowledges that each case is unique and may require different approaches to the presentation of evidence. The tribunal is free to consider the specific needs and complexities of the case when deciding on the appearance of witnesses.
3. **Balancing Relevance and Efficiency:** The authority to allow, refuse, or limit the appearance of witnesses enables the tribunal to balance the need for relevant evidence with the goal of conducting an efficient hearing. This ensures that the hearing is focused on essential issues.
4. **Quality and Pertinence of Testimony:** By having the discretion to limit or refuse witness appearances, the tribunal can ensure that the testimony provided is of high quality and directly relevant to the issues in dispute. This prevents the introduction of irrelevant or tangential evidence.
5. **Avoidance of Delay and Duplication:** The provision empowers the tribunal to prevent unnecessary delays or duplication of evidence by controlling the number of witnesses giving oral testimony. This is especially relevant in complex cases.
6. **Efficient Case Management:** Granting the tribunal the power to control witness appearances contributes to effective case management. It allows the tribunal to maintain control over the proceedings and ensures that the hearing remains focused and organised.
7. **Fairness and Due Process Considerations:** The part's provisions respect fairness and due process by enabling the tribunal to determine the appropriate balance between the parties' right to present evidence and the need for an efficient and focused hearing.
8. **Flexibility in Decision-Making:** The rule provides the tribunal with flexibility in its decision-making, allowing it to tailor its approach to the specific needs and complexities of each case.

In summary, Rule 25.2 of the SIAC 2016 Arbitration Rules grants the tribunal the authority to make decisions regarding the appearance of witnesses to give oral evidence at a hearing. The provision emphasises the tribunal's discretion to allow, refuse, or limit witness appearances based on factors such as relevance, efficiency, and the unique circumstances of the case. This provision supports the tribunal's role in managing the arbitration proceedings effectively and fairly.

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

Rule 25.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the questioning of witnesses who give oral evidence during a hearing. The rule specifies that any witness who provides oral evidence can be questioned by each of the parties, their representatives, and the tribunal, with the manner of questioning being determined by the tribunal. Here is an analysis of the part:

1. **Questioning of Witnesses:** The rule confirms the parties' and the tribunal's right to question witnesses who provide oral evidence during a hearing. Questioning witnesses is a crucial part of the fact-finding process in arbitration.
2. **Equal Opportunity for Questioning:** By allowing each of the parties and their representatives to question witnesses, the rule promotes a fair and balanced approach. It ensures that both sides have an equal opportunity to probe the witnesses' testimony and clarify any issues.
3. **Role of the Tribunal:** The rule recognises the tribunal's role in overseeing the questioning of witnesses. The tribunal determines the manner in which the questioning takes place, which can include setting the order, duration, and scope of questioning.
4. **Case Management and Efficiency:** Granting the tribunal the authority to determine the manner of questioning contributes to effective case management. The tribunal can structure the questioning to ensure that it remains focused on relevant issues and that the hearing progresses efficiently.
5. **Ensuring Relevance and Order:** By giving the tribunal control over the questioning process, the rule helps ensure that the questioning is relevant to the issues and avoids becoming overly repetitive or chaotic.
6. **Preservation of Witness Rights:** The provision respects the rights of witnesses by allowing them to be questioned in a manner determined by the tribunal. This helps prevent any undue pressure or harassment and contributes to maintaining a respectful and orderly hearing environment.
7. **Facilitating Fact-Finding:** Effective questioning is essential for uncovering relevant facts and information. Allowing parties and the tribunal to question witnesses assists in achieving a comprehensive understanding of the case.
8. **Contributing to Due Process and Fairness:** The rule contributes to due process and fairness by enabling both parties to cross-examine witnesses and by allowing the tribunal to ensure that the process remains balanced and focused.

In summary, Rule 25.3 of the SIAC 2016 Arbitration Rules affirms the parties' and the tribunal's right to question witnesses who provide oral evidence during a hearing. The provision highlights the role of the tribunal in determining the manner of questioning, which contributes to efficient case management, fact-finding, and the preservation of due process and fairness in arbitration proceedings.

25.4 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 25.2, any party may request that such a witness should attend for oral examination. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit, disregard such written testimony, or exclude such written testimony altogether.

Rule 25.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the presentation of witness testimony in written form and the subsequent treatment of such written

testimony by the tribunal. The rule allows the tribunal to direct that witness testimony be presented in written form, such as signed statements or sworn affidavits. It also outlines the procedures for requesting oral examination of such witnesses and the consequences if a witness fails to attend. Here is an analysis of the part:

1. **Written Testimony Option:** The rule grants the tribunal the authority to direct that the testimony of witnesses be presented in written form, rather than through oral examination. This can provide an alternative way to present evidence and streamline the proceedings, especially in cases where written evidence is sufficient.
2. **Flexibility in Presentation:** Allowing written testimony provides flexibility to the parties and the tribunal in deciding how evidence is presented. This can be particularly useful in cases where witness availability is a challenge or where parties prefer a more structured format for evidence.
3. **Types of Written Testimony:** The rule suggests that written testimony can take various forms, such as signed statements, sworn affidavits, or other forms of recording. This allows parties to choose the most appropriate format for their evidence.
4. **Right to Request Oral Examination:** The provision maintains parties' rights to request that witnesses providing written testimony attend for oral examination. This ensures that parties have an opportunity to cross-examine witnesses and challenge their statements.
5. **Weight and Treatment of Written Testimony:** The rule outlines the tribunal's authority to determine the weight to be given to written testimony. The tribunal can decide how much weight to attribute to the written statements, considering factors such as the reliability of the witnesses and the nature of the testimony.
6. **Consequences of Non-Attendance for Oral Examination:** If a witness fails to attend for oral examination as requested by a party, the rule allows the tribunal to take various actions regarding the written testimony provided by that witness. The tribunal can decide to give weight to the written testimony, disregard it, or even exclude it from consideration altogether.
7. **Balancing Flexibility and Fairness:** The rule balances the flexibility of allowing written testimony with the principle of fairness. It ensures that parties have an opportunity to challenge and cross-examine witnesses providing written testimony if they wish to do so.
8. **Efficient Case Management:** By allowing written testimony and providing procedures for oral examination requests, the rule supports efficient case management. It offers an additional option for presenting evidence in a way that suits the needs of the specific case.

In summary, Rule 25.4 of the SIAC 2016 Arbitration Rules provides the tribunal with the authority to direct witness testimony to be presented in written form, such as signed statements or sworn affidavits. It outlines procedures for requesting oral examination of such witnesses and specifies the consequences if a witness fails to attend for oral examination. The provision offers flexibility in evidence presentation while ensuring fairness and due process in arbitration proceedings.

25.5 It shall be permissible for any party or its representatives to interview any witness or potential witness (that may be presented by that party) prior to his appearance to give oral evidence at any hearing.

Rule 25.5 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the permissible conduct of parties or their representatives in relation to interviewing witnesses or potential witnesses before their scheduled appearance to give oral evidence at a hearing. The rule allows parties to engage in witness interviews before the witness's testimony is presented in a hearing. Here is an analysis of the part:

1. **Pre-Hearing Witness Interviews:** The rule confirms that parties and their representatives are allowed to interview witnesses or potential witnesses before their scheduled appearance to give oral evidence during a hearing. This recognises that witness interviews are a common practice in preparing for hearings.
2. **Preparation for Testimony:** The provision acknowledges the importance of witness interviews as a means for parties to gather information, prepare their case, and ensure that their witnesses are ready to provide coherent and accurate testimony during the hearing.
3. **Enhancing Case Preparation:** Allowing pre-hearing interviews enables parties to gather additional information, clarify facts, and assess the credibility of their own witnesses. This contributes to well-prepared cases and effective cross-examinations.
4. **Balancing Witnesses' Rights:** The rule does not infringe upon the rights of witnesses. It does not prevent witnesses from being interviewed by parties or their representatives. However, it is important that such interviews are conducted ethically and do not involve intimidation or pressure.
5. **Preventing Improper Influence:** While parties are allowed to interview witnesses, the part's intent is to prevent improper influence, coercion, or tampering with the witnesses' testimony. The interviews should not lead to manipulation of the witnesses' statements.
6. **Ethical Considerations:** The rule does not explicitly address ethical considerations, but parties and their representatives should ensure that witness interviews are conducted in a fair, transparent, and ethical manner, without misleading the witness or seeking to elicit false testimony.
7. **Supporting Effective Advocacy:** Witness interviews are a tool for effective advocacy. By speaking to their witnesses before the hearing, parties can better understand their testimony and tailor their questioning during the hearing to address key points.
8. **Witness Credibility and Consistency:** Witness interviews can help parties identify potential inconsistencies or gaps in testimony, allowing them to address these issues before they become points of contention during the hearing.

In summary, Rule 25.5 of the SIAC 2016 Arbitration Rules permits parties and their representatives to interview witnesses or potential witnesses before their scheduled appearance to give oral evidence at a hearing. While this practice supports case preparation and effective advocacy, it is important that such interviews are conducted ethically and transparently, avoiding improper influence or manipulation of witness testimony.

26. Tribunal-Appointed Experts

26.1 Unless otherwise agreed by the parties, the Tribunal may:

- a. following consultation with the parties, appoint an expert to report on specific issues; and
- b. require a party to give any expert appointed under Rule 26.1(a) any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.

Rule 26.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the tribunal's authority to appoint an expert to report on specific issues and the related powers of the tribunal to request information and evidence from the parties. Here is an analysis of the part:

1. **Expert Appointments:** This rule empowers the tribunal to appoint an expert to provide a report on specific issues relevant to the arbitration. The tribunal can take this step following consultation with the parties.
2. **Focused Expertise:** The provision recognises that certain disputes may involve technical, scientific, or specialised issues that require the insights of an expert. The tribunal can appoint an expert to assist in understanding and resolving these issues effectively.
3. **Consultation with Parties:** The tribunal is required to consult with the parties before appointing an expert. This consultation helps ensure that the parties are aware of the decision and that they have an opportunity to provide input or raise concerns.
4. **Impartiality and Neutrality:** By appointing an expert themselves, the tribunal ensures that the appointed expert remains impartial and neutral. This is important to maintain the integrity of the arbitration process.
5. **Relevance and Scope:** The expert's report is limited to specific issues that the tribunal identifies as relevant to the arbitration. This helps prevent the expert's involvement from becoming overly broad or unrelated to the dispute.
6. **Access to Information and Evidence:** The provision grants the tribunal the authority to require a party to provide information, documents, goods, or property to the appointed expert for inspection. This supports the expert's ability to gather accurate and relevant information for their report.
7. **Party Cooperation:** This rule emphasises the importance of party cooperation in providing the appointed expert with necessary information and access to relevant materials. Failure to cooperate could affect the effectiveness of the expert's report.
8. **Balancing Expert Involvement:** By allowing the tribunal to appoint experts and request information, the rule helps balance the involvement of specialised expertise with the parties' ability to present their case and evidence.

9. Flexibility and Adaptability: This provision offers a flexible approach to addressing complex or technical issues in arbitration. It allows the tribunal to adapt to the unique circumstances of each case.

In summary, Rule 26.1 of the SIAC 2016 Arbitration Rules gives the tribunal the authority to appoint an expert to report on specific issues relevant to the arbitration and empowers the tribunal to request information and evidence from the parties. The provision ensures that expert involvement is targeted, relevant, and conducted in consultation with the parties, while maintaining the parties' cooperation and the overall integrity of the arbitration process.

26.2 Any expert appointed under Rule 26.1(a) shall submit a report in writing to the Tribunal. Upon receipt of such written report, the Tribunal shall deliver a copy of the report to the parties and invite the parties to submit written comments on the report.

Rule 26.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the process of reporting by experts appointed by the tribunal and the subsequent involvement of the parties in responding to the expert's report. Here is an analysis of the part:

1. Written Report by Expert: This rule mandates that any expert appointed under Rule 26.1(a) (which refers to the tribunal's authority to appoint an expert to report on specific issues) must submit a written report to the tribunal. The expert's insights and findings are formalised in this written report.
2. Documentary Record: Requiring a written report ensures that the expert's conclusions and analysis are documented and can be reviewed by the tribunal and the parties as part of the arbitration record.
3. Disclosure to Parties: Upon receipt of the expert's written report, the tribunal is required to provide a copy of the report to the parties. This promotes transparency and ensures that both parties have access to the expert's findings.
4. Right to Comment: The rule further stipulates that the tribunal should invite the parties to submit written comments on the expert's report. This provides the parties with an opportunity to respond to the expert's findings, present counterarguments, and provide their perspective on the issues at hand.
5. Fairness and Due Process: Inviting written comments from the parties on the expert's report contributes to fairness and due process. It allows parties to present their views on the expert's conclusions before the tribunal makes any determinations based on the report.
6. Effective Adjudication: By allowing parties to provide comments on the expert's report, the rule enhances the tribunal's ability to make informed decisions. The tribunal can consider both the expert's analysis and the parties' input in reaching a conclusion.
7. Balanced Review of Evidence: The rule helps maintain a balanced review of evidence by ensuring that parties have the chance to challenge or corroborate the expert's findings, which in turn contributes to a more accurate and thorough decision-making process.

8. Preservation of Party Autonomy: Inviting parties to provide comments on the expert's report respects the parties' autonomy in presenting their case and allows them to engage actively in the arbitration process.

In summary, Rule 26.2 of the SIAC 2016 Arbitration Rules outlines the procedural steps for the involvement of an expert appointed by the tribunal. The expert must submit a written report, which is then shared with the parties. The tribunal invites the parties to submit written comments on the expert's report, ensuring a fair and balanced consideration of the expert's findings before any determinations are made. This provision supports transparency, due process, and effective adjudication in arbitration proceedings.

26.3 Unless otherwise agreed by the parties, if the Tribunal considers it necessary or at the request of any party, an expert appointed under Rule 26.1(a) shall, after delivery of his written report, participate in a hearing. At the hearing, the parties shall have the opportunity to examine such expert.

Rule 26.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the circumstances under which an expert appointed by the tribunal can participate in a hearing and be examined by the parties. Here is an analysis of the part:

1. Expert's Participation in a Hearing: The rule provides the tribunal with the authority to decide whether an expert appointed under Rule 26.1(a) (regarding the appointment of an expert to report on specific issues) should participate in a hearing. This decision can be influenced by the tribunal's assessment of the necessity of the expert's presence for the resolution of the issues.
2. Party Request for Expert's Participation: The rule acknowledges that either party has the right to request the participation of the appointed expert in a hearing. This request can be made if the party believes that the expert's insights and testimony could be valuable for the tribunal's understanding of the issues.
3. Examination of the Expert: If the tribunal deems it necessary for the expert to participate in a hearing, the rule mandates that the parties have the opportunity to examine the expert. This allows parties to cross-examine the expert and seek clarifications on their findings and conclusions.
4. Transparency and Accountability: Allowing parties to examine the expert at a hearing enhances transparency and accountability. It ensures that the expert's conclusions can be scrutinised, tested, and challenged by both parties.
5. Expert's Insights in Real Time: When an expert participates in a hearing, the parties can engage with the expert in real time, asking questions and seeking further explanations. This dynamic interaction can lead to a deeper understanding of the expert's report.
6. Impact on Decision-Making: The expert's participation in a hearing can influence the tribunal's decision-making process. Hearing the expert's responses to questions from both parties can aid the tribunal in assessing the reliability and credibility of the expert's analysis.

7. Balancing Party Autonomy and Tribunal Control: The rule strikes a balance between party autonomy and tribunal control by allowing parties to request the expert's participation while ultimately leaving the decision to the tribunal's judgment.
8. Case-Specific Determination: The decision to involve the expert in a hearing is dependent on the nature of the case, the complexity of the issues, and the tribunal's assessment of the value the expert's testimony would bring to the proceedings.

In summary, Rule 26.3 of the SIAC 2016 Arbitration Rules grants the tribunal the discretion to decide whether an expert appointed under Rule 26.1(a) should participate in a hearing. If deemed necessary or at the request of a party, the expert can be examined by the parties during the hearing. This provision promotes transparency, accountability, and effective consideration of expert opinions in the arbitration process.

27. Additional Powers of the Tribunal

Unless otherwise agreed by the parties, in addition to the other powers specified in these Rules, and except as prohibited by the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

- a. order the correction or rectification of any contract, subject to the law governing such contract;
- b. except as provided in these Rules, extend or abbreviate any time limits prescribed under these Rules or by its directions;
- c. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- d. order the parties to make any property or item in their possession or control available for inspection;
- e. order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;
- f. order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or control which the Tribunal considers relevant to the case and material to its outcome;
- g. issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;
- h. direct any party or person to give evidence by affidavit or in any other form;
- i. direct any party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a party or otherwise;
- j. order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;
- k. order any party to provide security for all or part of any amount in dispute in the arbitration;
- l. proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions or any partial Award

or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate in relation to such failure or refusal;

- m. **decide, where appropriate, any issue not expressly or impliedly raised in the submissions of a party provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond;**
- n. **determine the law applicable to the arbitral proceedings; and**
- o. **determine any claim of legal or other privilege.**

Rule 27 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines a comprehensive set of additional powers that a tribunal possesses in conducting an arbitration. These powers supplement the authority granted to the tribunal by the rules themselves. Here is an analysis of the part:

1. **Correction or Rectification of Contract (a):** The tribunal can order the correction or rectification of any contract, subject to the law governing that contract. This power allows the tribunal to address errors or discrepancies in contracts that may have implications for the dispute being arbitrated.
2. **Time Limit Adjustments (b):** The tribunal can extend or abbreviate time limits set under the rules or its own directions. This power is crucial for managing the arbitration process efficiently, taking into account the evolving needs of the case.
3. **Enquiries and Investigations (c):** The tribunal has the authority to conduct necessary or expedient inquiries or investigations. This power allows the tribunal to gather additional information and evidence to make informed decisions.
4. **Property Inspection (d):** The tribunal can order parties to make property or items in their possession available for inspection. This power can be particularly relevant in disputes involving physical assets.
5. **Property Preservation and Disposal (e):** The tribunal can order the preservation, storage, sale, or disposal of property related to the subject matter of the dispute. This power helps ensure that property remains intact or is dealt with appropriately during the arbitration.
6. **Document Production (f):** The tribunal can order parties to produce relevant documents in their possession or control for inspection and copying. This power supports transparency and access to information.
7. **Reimbursement of Unpaid Deposits (g):** The tribunal can issue an order or award for the reimbursement of unpaid deposits towards the costs of the arbitration. This power helps the tribunal address the financial aspects of the arbitration process.
8. **Direction for Evidence (h):** The tribunal can direct parties or individuals to give evidence through affidavits or other forms. This power streamlines the presentation of evidence.
9. **Asset Preservation (i):** The tribunal can direct parties to take actions to prevent assets from being dissipated to ensure the effectiveness of any future award.

10. Security for Costs (j and k): The tribunal can order parties to provide security for legal or other costs, as well as security for all or part of the amount in dispute. These powers help ensure that the arbitration process remains fair and that the parties fulfil their financial obligations.
11. Non-Compliance Sanctions (l): The tribunal can proceed with the arbitration and impose appropriate sanctions in cases of non-compliance with the rules, orders, directions, or partial awards.
12. Addressing Additional Issues (m): The tribunal can address issues not expressly raised in party submissions but brought to the notice of the other party with an opportunity to respond. This power allows for a more complete resolution of disputes.
13. Determining Applicable Law (n): The tribunal can determine the law applicable to the arbitral proceedings. This is important for clarifying the legal framework within which the arbitration will be conducted.
14. Privilege Determination (o): The tribunal can determine claims of legal or other privilege, which ensures the confidentiality of certain communications or information.

In summary, Rule 27 of the SIAC 2016 Arbitration Rules expands the tribunal's powers beyond those explicitly provided in the rules. These powers are designed to address a wide range of issues that may arise during the course of arbitration and provide the tribunal with the necessary tools to ensure the fairness, efficiency, and effectiveness of the arbitration process.

28. Jurisdiction of the Tribunal

28.1 If any party objects to the existence or validity of the arbitration agreement or to the competence of SIAC to administer an arbitration, before the Tribunal is constituted, the Registrar shall determine if such objection shall be referred to the Court. If the Registrar so determines, the Court shall decide if it is *prima facie* satisfied that the arbitration shall proceed. The arbitration shall be terminated if the Court is not so satisfied. Any decision by the Registrar or the Court that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

Rule 28.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the procedure to address objections related to the existence or validity of the arbitration agreement or the competence of SIAC to administer an arbitration. Here is an analysis of the part:

1. Preliminary Objections: This rule addresses objections raised by a party regarding the validity or existence of the arbitration agreement or the competence of SIAC to administer the arbitration. These objections can arise before the tribunal is constituted, which means they are raised during the initial stages of the arbitration process.
2. Role of the Registrar: If a party raises such an objection before the tribunal is constituted, the Registrar plays a role in determining whether the objection should be referred to the Court. The Registrar's involvement adds an administrative step to address these preliminary issues.

3. Court's Role in Determination: If the Registrar determines that the objection should be referred to the Court, the Court then decides whether it is prima facie satisfied that the arbitration should proceed. "Prima facie" indicates a preliminary determination based on the available information.
4. Continuation or Termination of Arbitration: Depending on the Court's decision, two outcomes are possible:
 - a. If the Court is satisfied that the arbitration should proceed, it continues. This means that the dispute will be arbitrated, and the tribunal will be constituted.
 - b. If the Court is not satisfied, the arbitration is terminated. In this case, the dispute will not proceed to arbitration under SIAC's administration.
5. Power of the Tribunal: The rule clarifies that even if the Court decides that the arbitration should proceed, this decision does not prevent the tribunal from later ruling on its own jurisdiction. This emphasises the tribunal's ultimate authority to determine its jurisdiction, including issues related to the existence or validity of the arbitration agreement.
6. Fair Consideration of Objections: The procedure outlined in this rule allows for objections related to the arbitration agreement's validity or SIAC's competence to be fairly considered before the arbitration process proceeds. This is in line with principles of due process and party autonomy.
7. Balancing of Authority: While the Court's determination can decide whether the arbitration proceeds initially, the rule maintains the tribunal's jurisdiction over its own authority. The tribunal retains the power to assess and rule on its competence at a later stage.

In summary, Rule 28.1 of the SIAC 2016 Arbitration Rules establishes a procedural framework for addressing objections raised by a party regarding the validity of the arbitration agreement or SIAC's competence before the tribunal is constituted. The Registrar and the Court play roles in deciding whether the arbitration should proceed based on a prima facie assessment. The rule ensures that objections are considered fairly while maintaining the tribunal's jurisdiction over its own competence.

28.2 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement. 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, and the Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void.

Rule 28.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the tribunal's authority to rule on its own jurisdiction, particularly in relation to objections about the existence, validity, or scope of the arbitration agreement. Here is an analysis of the part:

1. Tribunal's Jurisdiction Over Its Competence: This rule clarifies that the tribunal has the power to decide on its own jurisdiction, including matters related to the arbitration

agreement. This is consistent with the principle of kompetenz-kompetenz, which grants the tribunal the authority to rule on its own competence.

2. Independence of Arbitration Agreement: The rule emphasises that an arbitration agreement within a larger contract is treated as an independent agreement. This principle is important because even if the contract itself is disputed or challenged, the validity of the arbitration agreement may stand.
3. Separability Doctrine: The concept of treating the arbitration agreement as independent of the main contract is based on the separability doctrine. According to this doctrine, the validity of the arbitration clause is separate from the validity of the overall contract.
4. Effect of Contract Nullity on Arbitration Agreement: The rule addresses the situation where the tribunal finds that the contract, which contains the arbitration agreement, is null and void. Importantly, it states that the invalidity of the contract does not automatically invalidate the arbitration agreement.
5. Continued Jurisdiction of the Tribunal: The rule affirms that even if a party argues that the contract is non-existent or null and void, the tribunal's jurisdiction is not automatically undermined. The tribunal retains its jurisdiction to determine the validity and enforceability of the arbitration agreement independently.
6. Enforcement of Arbitration Agreement: The principle highlighted in this rule is designed to ensure that arbitration agreements are upheld and enforceable, even in cases where the main contract is challenged or nullified.
7. Preventing Disruption of Arbitration Proceedings: By asserting that the tribunal's jurisdiction is not affected by challenges to the main contract, the rule contributes to preventing disruptions in the arbitration proceedings due to parallel disputes about the contract's validity.
8. Preserving Arbitral Process Efficiency: The part's approach helps maintain the efficiency and effectiveness of the arbitration process by allowing the tribunal to focus on the specific jurisdictional issues without being unduly delayed by disputes over the broader contract.

In summary, Rule 28.2 of the SIAC 2016 Arbitration Rules reinforces the principle of kompetenz-kompetenz by granting the tribunal authority to rule on its own jurisdiction, especially concerning challenges to the existence, validity, or scope of the arbitration agreement. It establishes the separability of the arbitration agreement from the main contract and ensures that the arbitration agreement remains enforceable even if the main contract is challenged or found null and void.

28.3 Any objection that the Tribunal:

- a. **does not have jurisdiction shall be raised no later than in a Statement of Defence or in a Statement of Defence to a Counterclaim; or**
- b. **is exceeding the scope of its jurisdiction shall be raised within 14 days after the matter alleged to be beyond the scope of the Tribunal’s jurisdiction arises during the arbitral proceedings.**

The Tribunal may admit an objection raised by a party outside the time limits under this Rule 28.3 if it considers the delay justified. A party is not precluded from raising an objection under this Rule 28.3 by the fact that it has nominated, or participated in the nomination of, an arbitrator.

Rule 28.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the procedure and time limits for raising objections related to the tribunal’s jurisdiction or the scope of its jurisdiction during an arbitration. Here is an analysis of the part:

1. **Jurisdictional and Scope Objections:** This rule deals with two types of objections: (a) objections asserting that the tribunal lacks jurisdiction, and (b) objections claiming that the tribunal is exceeding the scope of its jurisdiction.
2. **Timing of Jurisdictional Objections:** For objections related to the tribunal’s jurisdiction (lack of jurisdiction), the objection must be raised no later than in the Statement of Defence or in the Statement of Defence to a Counterclaim. This timing ensures that parties bring up jurisdictional issues at an early stage of the proceedings.
3. **Timing of Scope Objections:** For objections claiming that the tribunal is exceeding the scope of its jurisdiction, the objection should be raised within 14 days after the matter allegedly beyond the tribunal’s jurisdiction arises during the arbitration. This allows parties to promptly address any concerns about the scope of the tribunal’s authority.
4. **Admission of Late Objections:** The rule acknowledges that there might be cases where a party wishes to raise an objection outside the prescribed time limits. In such cases, the tribunal has the discretion to admit the objection if it considers the delay justified. This allows flexibility for unique circumstances that might necessitate a delay in raising the objection.
5. **Arbitrator Participation Not Preclusive:** The rule clarifies that a party’s objection under this rule is not precluded by the fact that the party nominated an arbitrator or participated in the arbitrator’s nomination. This emphasises the importance of allowing parties to raise jurisdictional objections regardless of their involvement in the appointment process.
6. **Balancing Fairness and Efficiency:** The time limits established in this rule aim to strike a balance between fairness and efficiency. Timely objection is crucial to prevent unnecessary delays in the arbitration process, while the provision for admitting justified late objections maintains fairness.

7. **Avoiding Tactical Delays:** By setting specific time limits, the rule discourages parties from using jurisdictional objections as tactical tools to delay or disrupt the arbitration proceedings.
8. **Early Resolution of Jurisdictional Issues:** Requiring jurisdictional objections to be raised early in the process promotes the prompt resolution of fundamental issues that could impact the entire arbitration.

In summary, Rule 28.3 of the SIAC 2016 Arbitration Rules establishes time limits and procedures for raising objections related to the tribunal's jurisdiction or scope during an arbitration. Parties are expected to raise jurisdictional objections in their initial submissions or within a specific timeframe after the matter arises. The tribunal has the discretion to admit justified late objections. This framework ensures a balance between fairness, efficiency, and early resolution of jurisdictional issues in the arbitration process.

28.4 The Tribunal may rule on an objection referred to in Rule 28.3 either as a preliminary question or in an Award on the merits.

Rule 28.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses how the tribunal can handle objections related to its jurisdiction or the scope of its jurisdiction, as raised in Rule 28.3. Here is an analysis of the part:

1. **Objection Handling Options:** This rule specifies that when a party raises an objection under Rule 28.3 related to the tribunal's jurisdiction or scope, the tribunal has two options for ruling on this objection:
 - a. The tribunal can treat the objection as a preliminary question, addressing it separately before delving into the merits of the dispute.
 - b. Alternatively, the tribunal can decide on the objection as part of the final Award on the merits of the case.
2. **Efficiency and Procedural Flexibility:** By offering the tribunal the choice of handling jurisdictional objections either as preliminary questions or within the final Award, the rule aims to provide procedural flexibility. This allows the tribunal to adapt its approach based on the specifics of the case, promoting efficiency in the arbitration process.
3. **Preliminary Questions:** If the tribunal chooses to address the jurisdictional objection as a preliminary question, it means that the tribunal will focus on determining its own jurisdiction before moving on to the substantive merits of the dispute. This can lead to a quicker resolution of threshold issues.
4. **Inclusion in Award on Merits:** Alternatively, the tribunal may opt to include its ruling on the jurisdictional objection as part of the final Award on the merits. This approach integrates the jurisdictional determination with the overall outcome of the dispute.
5. **Balancing Timeliness and Thoroughness:** The rule recognises that while resolving jurisdictional objections quickly (as preliminary questions) can expedite proceedings,

integrating these determinations within the final Award ensures that the tribunal fully considers the issues before making a decision.

6. **Consistency and Finality:** Regardless of whether the tribunal addresses the jurisdictional objection as a preliminary question or in the final Award, the objective is to ensure a consistent and coherent decision-making process that upholds the finality of the Award.
7. **Party Expectations:** The rule does not stipulate a mandatory approach, which means that the chosen method for addressing jurisdictional objections will depend on the tribunal's assessment of what best serves the interests of justice and the parties' expectations.

In summary, Rule 28.4 of the SIAC 2016 Arbitration Rules grants the tribunal the discretion to decide how to handle objections related to its jurisdiction or the scope of its jurisdiction, as outlined in Rule 28.3. The tribunal can choose to address these objections as preliminary questions or incorporate the determination into the final Award on the merits. This flexibility seeks to balance procedural efficiency, thoroughness, and the parties' right to a fair and well-considered decision.

28.5 A party may rely on a claim or defence for the purpose of a set-off to the extent permitted by these Rules and the applicable law.

Rule 28.5 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the principle of set-off in arbitration proceedings. Here is an analysis of the part:

1. **Set-off in Arbitration:** The rule pertains to the concept of set-off, which is a legal principle that allows a party to offset its own claim against the opposing party's claim. In an arbitration context, it involves a party asserting its right to deduct a certain amount it owes to the other party from the amount the other party owes to it.
2. **Limitations on Set-off:** The rule indicates that a party can rely on a claim or defence for the purpose of set-off within the bounds permitted by the SIAC Rules and the applicable law. This implies that set-off is subject to specific conditions and constraints outlined in the rules and relevant legal framework.
3. **Adherence to SIAC Rules and Applicable Law:** The rule underscores the importance of adhering to both the SIAC Rules and the relevant applicable law when seeking to assert a claim or defence for set-off. Parties are expected to comply with procedural requirements and legal standards to ensure the legitimacy of their set-off claims.
4. **Ensuring Fairness and Equity:** Set-off serves as a mechanism to achieve fairness and equity in disputes by allowing parties to balance their mutual claims. It prevents situations where one party has to pay the full amount claimed by the other party without considering its own counterclaims.
5. **Preserving Procedural Orderliness:** By incorporating the concept of set-off into the arbitration rules, the rule ensures that parties follow a structured process when asserting counterclaims or defences related to set-off. This contributes to the orderly conduct of the arbitration proceedings.

6. **Alignment with Legal Principles:** The rule aligns with fundamental principles of commercial law that recognise the concept of set-off. It acknowledges that parties may have interrelated claims and aims to facilitate their resolution in a streamlined manner.
7. **Balancing Rights and Obligations:** Set-off not only balances competing claims but also promotes efficient dispute resolution by encouraging parties to consider their entire commercial relationship within the arbitration process.

In summary, Rule 28.5 of the SIAC 2016 Arbitration Rules acknowledges the principle of set-off, allowing parties to rely on claims or defences for the purpose of set-off in accordance with the SIAC Rules and applicable law. This provision seeks to ensure fairness and procedural orderliness while aligning with established legal principles related to set-off in arbitration proceedings.

29. Early Dismissal of Claims and Defences

29.1 A party may apply to the Tribunal for the early dismissal of a claim or defence on the basis that:

- a. a claim or defence is manifestly without legal merit; or
- b. a claim or defence is manifestly outside the jurisdiction of the Tribunal.

Rule 29.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the concept of early dismissal of a claim or defence during arbitration proceedings. Here is an analysis of the part:

1. **Early Dismissal Option:** This rule allows a party to seek the early dismissal of a claim or defence during the arbitration proceedings. Early dismissal is a mechanism that enables the swift resolution of claims or defences that are deemed to be without legal merit or beyond the tribunal's jurisdiction.
2. **Criteria for Early Dismissal:** The rule outlines two grounds upon which a party can apply for early dismissal:
 - a. The claim or defence is manifestly without legal merit.
 - b. The claim or defence is manifestly outside the jurisdiction of the tribunal.
3. **Swift Resolution of Meritless Claims or Defences:** By permitting early dismissal of claims or defences that are clearly without legal merit, the rule contributes to the efficiency of the arbitration process. It prevents parties from pursuing frivolous claims that would otherwise consume time and resources.
4. **Jurisdictional Determinations:** Early dismissal can also be sought when a claim or defence falls clearly outside the jurisdiction of the tribunal. This provision aligns with the tribunal's authority to rule on its own jurisdiction as established in Rule 28.2.

5. **Avoiding Unnecessary Proceedings:** Allowing early dismissal for claims or defences that lack legal merit or jurisdiction prevents unnecessary continuation of proceedings and streamlines the arbitration process by weeding out weak arguments.
6. **Balancing Interests:** While early dismissal aims to save time and resources, it also needs to strike a balance between swiftly dismissing meritless claims or defences and ensuring due process for parties to present their case and provide counterarguments.
7. **Promoting Fairness and Efficiency:** This rule aligns with arbitration's core principles of fairness and efficiency. It enables tribunals to address baseless or jurisdictionally flawed claims or defences promptly, promoting the resolution of genuine disputes on their merits.
8. **Consistency with Judicial Systems:** The concept of early dismissal in arbitration mirrors analogous processes in judicial systems, where courts can dismiss cases at an early stage if they lack legal merit or fall outside the court's jurisdiction.

In summary, Rule 29.1 of the SIAC 2016 Arbitration Rules introduces the concept of early dismissal, allowing a party to seek the dismissal of a claim or defence that is manifestly without legal merit or outside the jurisdiction of the tribunal. This provision serves to enhance the efficiency of arbitration proceedings and promote fairness by addressing baseless claims or defences at an early stage.

29.2 An application for the early dismissal of a claim or defence under Rule 29.1 shall state in detail the facts and legal basis supporting the application. The party applying for early dismissal shall, at the same time as it files the application with the Tribunal, send a copy of the application to the other party, and shall notify the Tribunal that it has done so, specifying the mode of service employed and the date of service.

Rule 29.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules elaborates on the procedural aspects related to applying for the early dismissal of a claim or defence, as introduced in Rule 29.1. Here is an analysis of the part:

1. **Detailed Application Requirements:** This rule stipulates that a party seeking the early dismissal of a claim or defence under Rule 29.1 must provide a detailed application. The application should include comprehensive information about the facts and the legal basis supporting the request for early dismissal.
2. **Transparency and Justification:** Requiring detailed information about the facts and legal grounds ensures that the party seeking early dismissal provides a clear and substantiated justification for their request. This promotes transparency and discourages frivolous or unfounded applications.
3. **Notice to the Other Party:** The rule emphasises the importance of informing the opposing party about the application for early dismissal. This is achieved by requiring the party making the application to simultaneously send a copy of the application to the other party.
4. **Service and Mode of Communication:** The rule also mandates that the notifying party must specify the mode of service employed and the date of service when sending the copy of the application to the other party. This ensures that the other party receives timely notice of the application.

5. **Maintaining Equitable Process:** By notifying the other party and providing them with a copy of the application, the rule upholds the principle of equality and ensures that both parties are aware of and can respond to the early dismissal request.
6. **Ensuring Procedural Fairness:** The requirement to serve the application on the other party ensures that both sides have an opportunity to understand the basis for the early dismissal application and to present their counterarguments or response.
7. **Promoting Efficiency:** Requiring parties to provide detailed applications upfront serves to streamline the process by ensuring that the tribunal and the opposing party are well-informed about the early dismissal request from the outset.
8. **Mitigating Abuse of Process:** The requirement for a well-supported application discourages parties from making baseless or unwarranted requests for early dismissal, thus helping prevent the misuse of this procedural mechanism.

In summary, Rule 29.2 of the SIAC 2016 Arbitration Rules establishes procedural requirements for applying for the early dismissal of a claim or defence under Rule 29.1. The rule emphasises the need for a detailed application, notification to the other party, and specification of the mode of service, promoting transparency, fairness, and efficiency in the early dismissal process.

29.3 The Tribunal may, in its discretion, allow the application for the early dismissal of a claim or defence under Rule 29.1 to proceed. If the application is allowed to proceed, the Tribunal shall, after giving the parties the opportunity to be heard, decide whether to grant, in whole or in part, the application for early dismissal under Rule 29.1.

Rule 29.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses how the tribunal handles applications for the early dismissal of a claim or defence, as introduced in Rule 29.1. Here is an analysis of the part:

1. **Tribunal's Discretion:** This rule grants the tribunal discretionary power to decide whether to allow an application for the early dismissal of a claim or defence to proceed. The decision to proceed is based on the circumstances of the case and the tribunal's assessment of the application's merits.
2. **Balancing Efficiency and Fairness:** By granting the tribunal discretion, the rule strikes a balance between promoting procedural efficiency through early dismissal and ensuring that both parties have a fair opportunity to present their arguments on the matter.
3. **Opportunity to Be Heard:** The rule specifies that if the tribunal allows the application for early dismissal to proceed, it must give both parties the opportunity to be heard. This ensures that both sides can provide their perspectives on the early dismissal request before a decision is made.
4. **Decision on Early Dismissal:** Following the opportunity for both parties to present their arguments, the tribunal is tasked with making a decision on whether to grant, in whole or in part, the application for early dismissal. This decision involves considering the legal and factual basis presented by both parties.

5. **Protection Against Hasty Dismissal:** The requirement for the tribunal to hear both parties before making a decision on early dismissal safeguards against hasty or uninformed decisions that might unduly impact the rights of the parties.
6. **Avoiding Prejudice to Parties:** The discretionary approach allows the tribunal to assess the merits of the early dismissal application without predetermining the outcome. This is important to ensure that parties are not prejudiced by an arbitrary decision-making process.
7. **Case-Specific Approach:** The discretionary power given to the tribunal aligns with the principle that each arbitration case is unique. The tribunal's decision takes into account the specific facts, legal arguments, and the overall context of the case.
8. **Flexibility in Complex Cases:** In complex cases, the tribunal's discretion allows it to consider the nuances and intricacies that might be relevant to deciding on early dismissal.

In summary, Rule 29.3 of the SIAC 2016 Arbitration Rules provides the tribunal with discretionary authority to determine whether to allow an application for early dismissal of a claim or defence to proceed. The rule emphasises the importance of giving both parties an opportunity to be heard before the tribunal reaches a decision on whether to grant the early dismissal request, thereby balancing the need for efficiency and fairness in the arbitration process.

29.4 If the application is allowed to proceed, the Tribunal shall make an order or Award on the application, with reasons, which may be in summary form. The order or Award shall be made within 60 days of the date of filing of the application, unless, in exceptional circumstances, the Registrar extends the time.

Rule 29.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the process and timeline for the tribunal's decision-making after allowing an application for the early dismissal of a claim or defence to proceed, as introduced in Rule 29.3. Here is an analysis of the part:

1. **Outcome of the Application:** If the tribunal decides to allow the application for early dismissal to proceed, this rule mandates that the tribunal must issue an order or award on the application. This order or award will reflect the tribunal's determination regarding the early dismissal request.
2. **Reasons and Summary Form:** The rule requires that the order or award on the early dismissal application include reasons for the decision. While the reasons may be provided in summary form, this ensures that the parties and the interested parties understand the basis for the tribunal's decision.
3. **Timeliness of Decision:** The rule establishes a timeline for the tribunal to make its order or award on the early dismissal application. It states that this must occur within 60 days from the date of filing of the application.
4. **Registrar's Extension:** The rule acknowledges the possibility of exceptional circumstances that may warrant an extension of the 60-day timeframe for making the order or award. In such cases, the Registrar of the SIAC can grant an extension.

5. **Efficiency and Certainty:** The specified timeline underscores the SIAC’s commitment to ensuring that the arbitration process remains efficient and predictable. Parties can reasonably expect a timely resolution on the application for early dismissal.
6. **Avoiding Delays:** By imposing a time limit, the rule aims to prevent unnecessary delays in the proceedings caused by prolonged consideration of early dismissal applications.
7. **Transparency in Decision-Making:** Requiring the tribunal to provide reasons for the decision promotes transparency and accountability. Parties are entitled to understand the rationale behind the tribunal’s decision.
8. **Flexibility for Complex Cases:** While the timeline is generally fixed at 60 days, the rule allows for extensions in exceptional circumstances. This flexibility acknowledges that complex cases might require more time for careful consideration.

In summary, Rule 29.4 of the SIAC 2016 Arbitration Rules mandates that if an application for early dismissal of a claim or defence is allowed to proceed, the tribunal must issue an order or award with reasons within 60 days of the application’s filing. This provision ensures timely resolution, transparency, and accountability in the tribunal’s decision-making process regarding early dismissal.

30. Interim and Emergency Interim Relief

30.1 The Tribunal may, at the request of a party, issue an order or an Award granting an injunction or any other interim relief it deems appropriate. The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.

Rule 30.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the tribunal’s authority to grant interim relief upon the request of a party. Here is an analysis of the part:

1. **Interim Relief Authorisation:** This rule empowers the tribunal to issue an order or award providing interim relief, such as an injunction or other types of interim measures, as it deems appropriate based on the circumstances of the case.
2. **Flexibility and Tailored Approach:** The language “deems appropriate” grants the tribunal the flexibility to determine what type of interim relief is suitable for the specific situation at hand. This ensures that the tribunal can tailor its decisions to the unique needs of the case.
3. **Party Requested Interim Relief:** The rule specifies that the request for interim relief must come from one of the parties involved in the arbitration. This emphasises the party-driven nature of the arbitration process.
4. **Injunctive and Other Relief:** While the rule specifically mentions “an injunction or any other interim relief,” this broader language acknowledges that the tribunal has the authority to grant a range of interim measures beyond just injunctions.
5. **Security Requirement:** The tribunal has the authority to require the party seeking interim relief to provide appropriate security in connection with the relief sought. This helps

safeguard the interests of the other party and ensures that any potential harm caused by the interim measure is mitigated.

6. **Balancing of Interests:** The requirement for security aims to balance the interests of the party seeking relief with the potential impact on the opposing party. It helps prevent potential abuse of the interim relief mechanism.
7. **Timely Provision of Relief:** The rule underscores the arbitration process's ability to provide timely interim relief, ensuring that parties can seek effective remedies to prevent further harm or preserve the status quo pending the final resolution of the dispute.
8. **Supplementing National Laws:** The provision of interim relief by the tribunal supplements the powers granted by national laws and courts, allowing parties to seek relief directly from the tribunal rather than solely through the local courts.

In summary, Rule 30.1 of the SIAC 2016 Arbitration Rules grants the tribunal the authority to issue orders or awards for interim relief at the request of a party. The rule highlights the tribunal's discretion to determine suitable interim measures, the requirement for appropriate security, and the effectiveness of the arbitration process in addressing urgent and temporary issues that may arise during the course of the dispute.

30.2 A party that wishes to seek emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth in Schedule 1.

Rule 30.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the procedure for a party to seek emergency interim relief before the constitution of the tribunal. Here is an analysis of the part:

1. **Emergency Interim Relief:** This rule introduces the concept of emergency interim relief, which refers to urgent and immediate measures that a party seeks before the full tribunal is constituted. Such relief is typically sought to prevent irreparable harm or maintain the status quo until the tribunal is fully formed.
2. **Pre-Constitution Application:** The rule specifies that the emergency interim relief can be sought before the tribunal is constituted. This means that parties can seek urgent measures even before the formal arbitration process begins.
3. **Procedure in Schedule 1:** The rule refers parties to "Schedule 1" for the specific procedures to be followed when seeking emergency interim relief. Schedule 1 likely provides detailed guidance on the steps, documents, and processes involved in making such an application.
4. **Efficient and Swift Process:** The inclusion of a separate procedure for emergency interim relief acknowledges the need for a faster, more streamlined process when time is of the essence. This aligns with the goal of providing effective relief in urgent situations.
5. **Balance of Interests:** While emergency interim relief is intended to address urgent matters, the procedure likely involves a mechanism to ensure that parties are not unfairly prejudiced and that the relief sought is genuinely necessary to prevent imminent harm.

6. **Procedural Safeguards:** The reference to a specific schedule suggests that the SIAC has established a structured framework for handling emergency interim relief applications. This framework likely includes safeguards to prevent misuse of the procedure and ensure fairness.
7. **Autonomy and Independence:** Allowing parties to seek emergency relief directly from the arbitration institution reinforces the autonomy and independence of arbitration compared to traditional court proceedings.
8. **Temporary Nature of Relief:** Emergency interim relief typically remains in effect only until the full tribunal is constituted and can take over the case. At that point, the tribunal can assess the need for and appropriateness of continuing or modifying the interim measures.

In summary, Rule 30.2 of the SIAC 2016 Arbitration Rules provides parties with the option to seek emergency interim relief before the tribunal is constituted. The rule directs parties to the procedures outlined in Schedule 1 for guidance on how to initiate and handle such emergency relief applications. This demonstrates the SIAC's recognition of the need for a swift and efficient process to address urgent matters in arbitration.

30.3 A request for interim relief made by a party to a judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules.

Rule 30.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the compatibility of seeking interim relief from a judicial authority before or after the constitution of the tribunal. Here is an analysis of the part:

1. **Compatibility with SIAC Rules:** The rule clarifies that seeking interim relief from a judicial authority, either before or after the tribunal's constitution, is not incompatible with the SIAC Rules. This means that parties are not precluded from pursuing judicial remedies alongside their arbitration proceedings.
2. **Complementary Approach:** This provision recognises that parties might have urgent concerns that need immediate attention, especially if the tribunal has not yet been constituted or if exceptional circumstances arise during the arbitration process.
3. **Urgent Relief and Judicial Authorities:** Sometimes, the need for interim relief is so pressing that parties may need to approach judicial authorities for assistance. This could involve obtaining an injunction, asset preservation orders, or other types of emergency relief.
4. **Preserving Options for Parties:** The rule does not restrict parties from seeking interim relief from courts; instead, it acknowledges that parties can pursue such remedies in parallel with the arbitration process. This approach respects the parties' right to seek protection from both the tribunal and the judicial authorities.
5. **Exceptional Circumstances:** The rule recognises that in exceptional circumstances, a party might need to seek judicial interim relief even after the tribunal has been constituted. These circumstances could include situations where the tribunal's decision could be unenforceable or too delayed to prevent irreparable harm.

6. Flexibility and Pragmatism: The provision is a reflection of the SIAC's commitment to flexibility and pragmatic solutions in addressing the diverse needs and situations that may arise during arbitration proceedings.
7. Respecting Party Autonomy: The provision acknowledges party autonomy in deciding the best course of action to protect their interests. Parties are free to choose the avenues that best suit their circumstances, whether they involve the tribunal or judicial authorities.
8. Harmonising Arbitration and Judicial Proceedings: The rule strikes a balance between the arbitration process and judicial remedies, allowing parties to navigate both avenues as needed while respecting the overarching arbitration framework.

In summary, Rule 30.3 of the SIAC 2016 Arbitration Rules clarifies that seeking interim relief from a judicial authority before or after the constitution of the tribunal is not incompatible with the SIAC Rules. It underscores the importance of flexibility and adaptability in addressing urgent concerns that might arise in the course of arbitration proceedings.

31. Applicable Law, Amiable Compositeur and Ex Aequo et Bono

31.1 The Tribunal shall apply the law or rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law or rules of law which it determines to be appropriate.

Rule 31.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules discusses the application of the law or rules of law in the arbitration process. Here is an analysis of the part:

1. Party Autonomy and Choice of Law: The rule recognises the principle of party autonomy by allowing the parties to designate the law or rules of law that should be applied to the substance of the dispute. This enables the parties to choose the legal framework that governs their dispute.
2. Designated Law by Parties: If the parties have specifically chosen a law or rules of law to be applied, the tribunal is obligated to apply that chosen law. This reflects the parties' intention to have their dispute resolved based on a particular legal system.
3. Default Rule When No Designation: If the parties have not designated a specific law or rules of law, the rule provides a default rule. In such cases, the tribunal is empowered to determine the appropriate law or rules of law to be applied to the dispute.
4. Tribunal's Discretion in Law Determination: The rule grants discretion to the tribunal to determine the applicable law or rules of law when the parties have not specified one. This discretion allows the tribunal to make a well-reasoned decision based on the circumstances of the case.
5. Consideration of Appropriate Law: When the tribunal is making a determination about the applicable law, it is expected to consider the nature of the dispute, the contractual relationship between the parties, the subject matter, and other relevant factors.

6. **Fairness and Neutrality:** The rule reflects the arbitration process's commitment to fairness and neutrality. The tribunal's responsibility is to ensure that the law applied is consistent with the parties' intentions or is appropriate for resolving the dispute.
7. **Avoiding Forum Shopping:** The provision encourages parties to make a clear designation of the applicable law to avoid any potential "forum shopping" where parties might choose a particular law to gain a tactical advantage.
8. **Consistency and Predictability:** The rule contributes to the predictability and consistency of the arbitration process by ensuring that disputes are resolved based on a known and agreed-upon legal framework.

In summary, Rule 31.1 of the SIAC 2016 Arbitration Rules outlines the principles governing the application of the law or rules of law in the arbitration process. It upholds party autonomy by respecting their choice of law while providing a mechanism for the tribunal to determine an appropriate law in the absence of a designation. The provision aims to ensure fairness, consistency, and predictability in the resolution of disputes.

31.2 The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised it to do so.

Rule 31.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the circumstances under which a tribunal can decide a dispute based on principles of amiable compositeur or ex aequo et bono. Here is an analysis of the part:

1. **Amiable Compositeur and Ex Aequo et Bono:** "Amiable compositeur" and "ex aequo et bono" are legal concepts that allow a tribunal to decide a dispute based on principles of fairness and justice, rather than strict application of the law. "Amiable compositeur" refers to the tribunal acting as a "friendly mediator" to reach a solution based on fairness, while "ex aequo et bono" refers to deciding based on what is fair and just in the circumstances.
2. **Express Authorisation:** The rule stipulates that a tribunal can decide a case using these principles only if the parties have expressly authorised it to do so. In other words, the parties must explicitly agree to allow the tribunal to deviate from strict legal principles in favour of these alternative principles.
3. **Party Autonomy and Consent:** This provision reinforces the principle of party autonomy, emphasising that parties have control over the manner in which their dispute is resolved. If they wish to depart from legal principles and opt for amiable compositeur or ex aequo et bono, they must provide their explicit consent.
4. **Limiting the Use of Alternative Principles:** By requiring express authorisation, the rule ensures that amiable compositeur and ex aequo et bono are used only in cases where the parties have intentionally chosen a more flexible approach to dispute resolution.
5. **Balancing Legal and Equitable Approaches:** The provision strikes a balance between legal principles and equitable considerations. While arbitration often operates under legal

rules, this rule acknowledges that parties may have legitimate reasons to adopt a more flexible and equitable approach.

6. **Ensuring Consistency and Predictability:** Requiring explicit authorisation prevents tribunals from applying amiable compositeur or ex aequo et bono arbitrarily, contributing to the consistency and predictability of arbitration outcomes.
7. **Enhancing Transparency:** The requirement for express authorisation enhances transparency by ensuring that both parties are aware of and agree to the principles that will guide the tribunal's decision-making process.
8. **Preserving the Parties' Intentions:** The provision reflects the idea that parties' intentions are central to the arbitration process. If they choose to deviate from strict legal principles, it is essential that this choice is a deliberate one.

In summary, Rule 31.2 of the SIAC 2016 Arbitration Rules establishes that a tribunal can decide a dispute based on principles of amiable compositeur or ex aequo et bono only if the parties have explicitly authorised it to do so. This provision upholds the principle of party autonomy while ensuring that these alternative principles are applied only with the parties' informed consent.

31.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any applicable usage of trade.

Rule 31.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the factors that a tribunal must consider when rendering its decision. Here is an analysis of the part:

1. **Contractual Terms and Usage of Trade:** The rule emphasises two key factors that the tribunal must take into account when making a decision: the terms of the contract and any applicable usage of trade. These factors provide a framework for the tribunal's decision-making process.
2. **Respect for Party Agreements:** The rule underscores the importance of respecting the terms of the contract entered into by the parties. The tribunal is required to make its decision in accordance with the contractual provisions that govern the parties' relationship.
3. **Contractual Intent and Obligations:** By focusing on the terms of the contract, the provision ensures that the tribunal's decision aligns with the parties' intentions and the obligations they have willingly assumed.
4. **Uniformity and Predictability:** Giving weight to contractual terms contributes to the uniformity and predictability of arbitration outcomes. Parties can anticipate how their contractual arrangements will be interpreted and applied.
5. **Usage of Trade as a Relevant Factor:** The rule also highlights the importance of considering any applicable usage of trade. This refers to established practices or customs within a particular industry or trade that can provide context and guidance in interpreting the parties' intentions.

6. **Balancing Custom and Contract:** By incorporating the concept of usage of trade, the rule strikes a balance between the specific contractual terms and the broader industry practices that might influence the parties' interactions.
7. **Harmonising Commercial Norms:** Usage of trade helps align the arbitration process with commercial norms, ensuring that decisions reflect prevailing practices within the relevant industry.
8. **Holistic Decision-Making:** By requiring consideration of both contractual terms and usage of trade, the rule promotes a holistic approach to decision-making, taking into account the specific agreement between the parties and the broader context in which it operates.
9. **Mitigating Conflicts and Ambiguities:** The combination of contractual terms and usage of trade helps mitigate conflicts or ambiguities in contract language by providing additional points of reference for interpretation.

In summary, Rule 31.3 of the SIAC 2016 Arbitration Rules underscores the importance of considering the terms of the contract and any applicable usage of trade when making a decision. This approach promotes fairness, predictability, and alignment with industry practices while respecting the parties' contractual arrangements.

32. Award

32.1 The Tribunal shall, as promptly as possible, after consulting with the parties and upon being satisfied that the parties have no further relevant and material evidence to produce or submission to make with respect to the matters to be decided in the Award, declare the proceedings closed. The Tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the Registrar.

Rule 32.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the closure of arbitral proceedings. Here is an analysis of the part:

1. **Prompt Closure of Proceedings:** The rule emphasises the Tribunal's responsibility to promptly close the proceedings after consulting with the parties. This reflects the importance of efficiency in the arbitration process.
2. **Consultation with Parties:** The Tribunal is required to consult with the parties before declaring the proceedings closed. This consultation ensures that all parties have had the opportunity to present their evidence and submissions fully.
3. **Relevance and Materiality of Evidence and Submissions:** The Tribunal's decision to close the proceedings hinges on being satisfied that the parties have no further relevant and material evidence to produce or submissions to make. This underscores the need for evidence and submissions to directly relate to the matters to be decided in the final Award.
4. **Fairness and Due Process:** By ensuring that proceedings are closed only when parties have had a reasonable opportunity to present their case, the rule safeguards the principle of due process and fairness.

5. **Efficient Process Management:** The requirement to close proceedings when parties have presented their relevant evidence and submissions contributes to efficient process management. It prevents unnecessary delays and streamlines the resolution process.
6. **Communication of Closure:** Once the proceedings are closed, the Tribunal's declaration is communicated to the parties and the Registrar. This ensures transparency and keeps all relevant stakeholders informed about the status of the proceedings.
7. **Awards and Decision-Making:** After proceedings are closed, the Tribunal can focus on drafting the Award. Closing proceedings allows the Tribunal to assess the evidence and arguments presented and reach a decision based on the information available.
8. **Avoiding Procedural Redundancy:** The rule seeks to prevent procedural redundancy by closing proceedings when parties have had the opportunity to present their case fully and no further relevant evidence or submissions are forthcoming.
9. **Balancing Speed and Thoroughness:** While emphasising promptness, the rule also acknowledges the importance of allowing parties a reasonable opportunity to present their case. This balance ensures a thorough consideration of the issues while avoiding unnecessary delays.

In summary, Rule 32.1 of the SIAC 2016 Arbitration Rules highlights the Tribunal's duty to promptly close proceedings after consulting with the parties and ensuring that all relevant and material evidence and submissions have been presented. This approach supports efficient process management, fairness, and due process while facilitating the timely issuance of the final Award.

32.2 The Tribunal may, on its own motion or upon application of a party but before any Award is made, re-open the proceedings. The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the parties and to the Registrar. The Tribunal shall close any re-opened proceedings in accordance with Rule 32.1.

Rule 32.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the circumstances under which arbitral proceedings may be re-opened. Here is an analysis of the part:

1. **Re-Opening Proceedings:** The rule allows the Tribunal to re-open arbitral proceedings under specific circumstances. This flexibility recognises that new developments or considerations may arise after proceedings are closed but before an Award is made.
2. **Initiation of Re-Opening:** Re-opening of proceedings can occur either on the Tribunal's own motion or upon application by a party. This ensures that the parties have a mechanism to address situations where re-opening is necessary or beneficial.
3. **Timing of Re-Opening:** Importantly, the re-opening of proceedings is to occur before any Award is made. This provision prevents the necessity of modifying an already-issued Award if new information comes to light after the proceedings are officially closed.
4. **Communication and Transparency:** The Tribunal's decision to re-open proceedings is to be communicated to the parties and the Registrar. This ensures transparency and allows all relevant parties to be aware of the re-opening and its reasons.

5. **Re-Opening Procedure:** The rule does not prescribe specific grounds for re-opening; rather, it gives the Tribunal the discretion to determine when re-opening is warranted. This flexibility allows the Tribunal to consider the unique circumstances of each case.
6. **Closure of Re-Opened Proceedings:** When proceedings are re-opened, the Tribunal is to close them in accordance with the procedure outlined in Rule 32.1. This means that once the re-opened proceedings have concluded, the Tribunal must ensure that the proceedings are again closed promptly after consulting with the parties.
7. **Balancing Finality and Fairness:** While re-opening proceedings may introduce an element of flexibility, the rule maintains a balance between finality and fairness. The re-opening is possible only before an Award is made, preventing the re-opening process from unduly extending the resolution timeline.
8. **Addressing New Evidence or Developments:** Re-opening proceedings can be particularly useful when new evidence emerges or when developments occur that are relevant to the arbitration but were not previously considered.

In summary, Rule 32.2 of the SIAC 2016 Arbitration Rules provides a mechanism for the Tribunal to re-open proceedings, either on its own motion or upon application by a party, before an Award is made. This allows the Tribunal to address new evidence or developments that may impact the outcome of the arbitration while maintaining a balance between finality and fairness.

32.3 Before making any Award, the Tribunal shall submit such Award in draft form to the Registrar. Unless the Registrar extends the period of time or unless otherwise agreed by the parties, the Tribunal shall submit the draft Award to the Registrar not later than 45 days from the date on which the Tribunal declares the proceedings closed. The Registrar may, as soon as practicable, suggest modifications as to the form of the Award and, without affecting the Tribunal’s liberty to decide the dispute, draw the Tribunal’s attention to points of substance. No Award shall be made by the Tribunal until it has been approved by the Registrar as to its form.

Rule 32.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the procedure for drafting and approving the final Award. Here is an analysis of the part:

1. **Submission of Draft Award to Registrar:** This rule requires the Tribunal to submit the draft form of the final Award to the Registrar before making it official. This ensures a level of oversight and quality control over the Award’s form and content.
2. **Timeline for Submission:** The Tribunal is generally required to submit the draft Award to the Registrar within 45 days from the date on which the Tribunal declares the proceedings closed. This establishes a specific timeline to prevent undue delays in the finalisation of the Award.
3. **Registrar’s Role:** The Registrar’s role is twofold: to review the form of the Award and suggest modifications for improvement, and to ensure that the Award adheres to certain procedural requirements.
4. **Form and Substance:** The Registrar’s suggestions are primarily aimed at the form of the Award, which includes elements such as the language, structure, and presentation.

However, the Registrar is also empowered to draw attention to points of substance without affecting the Tribunal’s ultimate decision on the dispute.

5. **Quality Assurance and Consistency:** By requiring Registrar approval as to the form of the Award, the SIAC aims to maintain a certain level of quality and consistency in the presentation of Awards.
6. **Safeguarding Procedural Integrity:** This provision enhances the integrity of the arbitration process by ensuring that the procedural rules are followed and the Award is presented in a clear, coherent, and accurate manner.
7. **Balancing Efficiency and Rigor:** While the requirement for Registrar approval adds a step to the process, it ensures a balance between procedural efficiency and maintaining high standards in the issuance of the Award.
8. **Guaranteeing Transparency:** The involvement of the Registrar in reviewing the form of the Award contributes to transparency, as it provides an additional layer of oversight and accountability in the arbitration process.

In summary, Rule 32.3 of the SIAC 2016 Arbitration Rules outlines the procedure for submitting a draft Award to the Registrar for review and approval as to form. This step ensures that the final Award is well-crafted, adheres to procedural requirements, and maintains the quality and transparency of the arbitration process.

32.4 The Award shall be in writing and shall state the reasons upon which it is based unless the parties have agreed that no reasons are to be given.

Rule 32.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the requirements for the content of the Award in an arbitration. Here is an analysis of the part:

1. **Requirement for a Written Award:** The rule specifies that the Award must be in writing. This is a fundamental requirement in arbitration proceedings to ensure clarity, preservation of the decision, and effective communication to the parties.
2. **Reasons for the Award:** The rule emphasises that the Award must state the reasons upon which it is based. This requirement aligns with the principle of transparency and fairness in arbitration. Providing reasons ensures that the parties understand the rationale behind the decision and can assess its validity.
3. **Exception for Agreed No-Reasons:** The rule acknowledges that the parties can agree to exclude the requirement to provide reasons for the Award. This can be useful in cases where the parties prioritise confidentiality or a streamlined process.
4. **Transparency and Accountability:** Requiring reasons for the Award enhances transparency and accountability in the arbitration process. It helps parties understand how the Tribunal reached its decision and can facilitate the evaluation of potential challenges to the Award.
5. **Facilitating Parties’ Understanding:** Clear and well-explained reasoning in the Award helps the parties comprehend the Tribunal’s interpretation of the facts and the applicable law.

This aids in post-arbitration compliance and enforcement, as parties are more likely to comply with a decision they understand.

6. **Balancing Confidentiality and Disclosure:** The option for parties to agree to no-reasons acknowledges the flexibility needed in different arbitration scenarios. Parties might opt for no-reasons to protect sensitive information from public disclosure.
7. **Promoting Confidence in Arbitration:** Providing reasoned Awards enhances the perceived legitimacy and credibility of arbitration as a dispute resolution mechanism. It assures parties that decisions are well-considered and based on sound legal reasoning.
8. **Varied Approaches to No-Reasons Awards:** Even if parties agree to no-reasons, Tribunals typically retain an obligation to ensure the Award's legality and fairness. Therefore, while no-reasons Awards may lack detailed explanations, they still need to be well-founded and justifiable.

In summary, Rule 32.4 of the SIAC 2016 Arbitration Rules mandates that the Award be in writing and state the reasons upon which it is based, unless the parties have agreed otherwise. This requirement promotes transparency, accountability, and effective communication in the arbitration process while recognising the flexibility that parties may require in certain situations.

32.5 Unless otherwise agreed by the parties, the Tribunal may make separate Awards on different issues at different times.

Rule 32.5 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the Tribunal's authority to issue separate Awards on different issues in an arbitration. Here is an analysis of the part:

1. **Sequential Awards on Different Issues:** This rule empowers the Tribunal to issue separate Awards on different issues at different times throughout the arbitration process. This flexibility allows the Tribunal to address complex disputes in a more efficient and step-by-step manner.
2. **Efficiency and Timeliness:** By allowing the Tribunal to issue separate Awards on specific issues, the arbitration process can remain efficient and timely. This approach permits parties to receive decisions on certain aspects of the dispute without needing to wait for resolution of all issues simultaneously.
3. **Modularity and Progression:** Arbitrations often involve multifaceted disputes with distinct legal and factual issues. The provision allows the Tribunal to address each issue separately, creating a sense of progression in the case and enabling parties to address and implement decisions incrementally.
4. **Focused Consideration:** This provision supports the Tribunal's ability to give focused attention to individual issues. This can enhance the quality of the Tribunal's analysis and reasoning on each issue, leading to well-reasoned and substantiated Awards.
5. **Facilitating Interim Relief:** The ability to issue separate Awards is especially useful when dealing with interim relief. The Tribunal can address the urgent matter separately from

the main dispute, providing timely resolution and maintaining the integrity of the overall proceedings.

6. **Effectiveness in Complex Cases:** In complex cases where certain issues may require further evidence or deeper analysis, the Tribunal can address simpler issues first. This approach can lead to more effective and informed decisions overall.
7. **Party Agreement Flexibility:** The rule acknowledges that parties can agree to a different approach. This flexibility allows the parties to tailor the arbitration process to their specific needs and priorities.
8. **Avoiding Delay:** If certain issues are contentious or require prolonged consideration, issuing separate Awards can help prevent undue delay in the resolution of other issues that are ready for a decision.

In summary, Rule 32.5 of the SIAC 2016 Arbitration Rules grants the Tribunal the authority to issue separate Awards on different issues at different times unless otherwise agreed by the parties. This provision supports efficiency, flexibility, and focused consideration in complex arbitration cases, allowing the Tribunal to address specific issues in a manner that best serves the parties' interests.

32.6 If any arbitrator fails to cooperate in the making of the Award, having been given a reasonable opportunity to do so, the remaining arbitrators may proceed. The remaining arbitrators shall provide written notice of such refusal or failure to the Registrar, the parties and the absent arbitrator. In deciding whether to proceed with the arbitration in the absence of an arbitrator, the remaining arbitrators may take into account, among other things, the stage of the arbitration, any explanation provided by the absent arbitrator for his refusal to participate and the effect, if any, upon the enforceability of the Award should the remaining arbitrators proceed without the absent arbitrator. The remaining arbitrators shall explain in any Award made the reasons for proceeding without the absent arbitrator.

Rule 32.6 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the situation where an arbitrator fails to cooperate in the making of an Award. Here is an analysis of the part:

1. **Cooperation in Award-Making:** This rule establishes the expectation that all arbitrators should actively participate and cooperate in the process of making the Award. It emphasises the importance of a collaborative approach to ensuring a fair and effective arbitration process.
2. **Proceeding Despite Non-Cooperation:** If an arbitrator fails to cooperate in the Award-making process despite being given a reasonable opportunity, the remaining arbitrators are authorised to proceed with the arbitration. This provision ensures that the arbitration process can continue even if one arbitrator's participation is compromised.
3. **Notice and Transparency:** The rule requires the remaining arbitrators to provide written notice to the Registrar, the parties, and the absent arbitrator about the refusal or failure to cooperate. This promotes transparency and accountability in the arbitration process.

4. **Considerations for Proceeding Without an Arbitrator:** The remaining arbitrators are given the authority to decide whether to proceed with the arbitration without the absent arbitrator. They may consider factors such as the stage of the arbitration, any explanation provided by the absent arbitrator, and the potential impact on the enforceability of the Award.
5. **Balancing Enforceability and Fairness:** The provision acknowledges the potential consequences of proceeding without an arbitrator on the enforceability of the resulting Award. This demonstrates a balance between ensuring a fair arbitration process and producing an Award that can be enforced without undue challenges.
6. **Explaining the Decision to Proceed:** If the remaining arbitrators decide to proceed without the absent arbitrator, the rule requires them to provide an explanation in the resulting Award. This transparency ensures that parties understand the reasons for the decision and can assess its validity.
7. **Preserving the Integrity of the Process:** This provision helps to prevent potential deadlocks that could arise due to non-cooperation by an arbitrator. It also safeguards the parties' rights to a timely resolution of their dispute.
8. **Professional Standards and Ethical Considerations:** The rule reinforces the professional standards and ethical obligations of arbitrators to actively participate in the arbitration process. It discourages actions that could hinder the progress of the arbitration.

In summary, Rule 32.6 of the SIAC 2016 Arbitration Rules provides a framework for addressing situations where an arbitrator fails to cooperate in making the Award. It ensures that the arbitration process can continue while taking into account factors such as fairness, enforceability, and transparency.

32.7 Where there is more than one arbitrator, the Tribunal shall decide by a majority. Failing a majority decision, the presiding arbitrator alone shall make the Award for the Tribunal.

Rule 32.7 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the decision-making process within the arbitral tribunal when there is more than one arbitrator. Here is an analysis of the part:

1. **Majority Decision:** This provision establishes the principle that decisions of the tribunal should be made by a majority of its members. When there is more than one arbitrator, a decision requires the agreement of the majority of the arbitrators.
2. **Presiding Arbitrator's Role:** In the event that a majority decision cannot be reached, the presiding arbitrator is vested with the responsibility of making the Award on behalf of the tribunal. This highlights the significance of the presiding arbitrator's role in potentially resolving impasses within the tribunal.
3. **Efficiency and Timeliness:** The provision promotes efficiency and timeliness in the decision-making process. If the majority of arbitrators reach a consensus, a decision can be made swiftly. If a majority cannot be achieved, the responsibility falls on the presiding arbitrator to make the decision, avoiding prolonged deadlock.

4. **Presiding Arbitrator's Expertise:** The presiding arbitrator, often chosen for their experience and expertise, is entrusted with making the final decision when unanimity is not possible. This can contribute to the quality and reliability of the decision.
5. **Preserving the Integrity of the Process:** The provision ensures that the arbitration process can continue even in cases where there is a lack of agreement among the arbitrators. This helps to prevent delays and ensure that disputes are resolved efficiently.
6. **Balancing Differing Opinions:** The majority requirement encourages arbitrators to engage in discussions and reach a consensus, taking into account differing perspectives and arguments. This fosters a robust decision-making process.
7. **Clarifying Decision-Making Roles:** Rule 32.7 clearly defines the roles and responsibilities of arbitrators within the tribunal. It provides a clear framework for making decisions and helps prevent potential disputes within the tribunal itself.
8. **Alignment with Institutional Rules:** The provision is in line with established practices in international arbitration, where a majority decision is often sought. It also reflects the flexibility of arbitration, as it allows for decision-making even if unanimity is not possible.

In summary, Rule 32.7 of the SIAC 2016 Arbitration Rules outlines the decision-making process within the arbitral tribunal, emphasising the importance of reaching a majority decision while also designating the presiding arbitrator's role in case of a lack of consensus. This rule promotes efficiency, expertise, and the resolution of disputes within the arbitral tribunal.

32.8 The Award shall be delivered to the Registrar, who shall transmit certified copies to the parties upon full settlement of the costs of the arbitration.

Rule 32.8 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the delivery and transmission of the final Award. Here is an analysis of the part:

1. **Delivery of the Award:** This provision mandates that the Award, once finalised by the arbitral tribunal, must be delivered to the Registrar of the SIAC. The Award signifies the tribunal's decision on the dispute and the resolution of the parties' claims.
2. **Registrar's Role:** The Registrar of the SIAC serves as a central point of administration for the arbitration process. Requiring the delivery of the Award to the Registrar ensures proper record-keeping and the official recognition of the Award by the institution.
3. **Certified Copies:** After the costs of the arbitration have been fully settled, the Registrar is responsible for transmitting certified copies of the Award to the parties. These certified copies serve as official evidence of the tribunal's decision and can be used for various purposes, including enforcement.
4. **Settlement of Costs:** The provision specifies that the transmission of certified copies is contingent upon the full settlement of the costs of the arbitration. This reinforces the importance of financial obligations being met before the Award is officially communicated to the parties.

5. **Security and Formality:** By transmitting certified copies, the SIAC ensures the security and formal documentation of the Award. Certified copies provide an authenticated version of the Award that can be relied upon for enforcement and compliance.
6. **Timely Notification:** The rule does not specify a timeline for the transmission of certified copies but implies that it occurs once the costs are settled. This mechanism allows the institution to ensure that all financial matters are resolved before the Award is officially communicated.
7. **Enforcement and Finality:** Certified copies of the Award play a crucial role in the enforcement of the Award in various jurisdictions. It provides the parties with an official document that can be presented to courts for recognition and enforcement.
8. **Institutional Oversight:** The involvement of the Registrar and the SIAC in the process adds a layer of institutional oversight, ensuring that the Award's transmission adheres to the institution's procedural standards.

In summary, Rule 32.8 of the SIAC 2016 Arbitration Rules establishes the process for delivering the final Award to the Registrar and subsequently transmitting certified copies to the parties. This procedure enhances the formal recognition and enforceability of the Award while maintaining institutional oversight and financial responsibility.

32.9 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.

Rule 32.9 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the tribunal's authority to award interest on sums that are the subject of the arbitration. Here is an analysis of the part:

1. **Interest on Arbitration Sums:** This provision grants the arbitral tribunal the authority to award interest on any sum that is the subject of the arbitration. Interest serves as compensation for the time value of money and any loss suffered due to the delay in receiving the sum.
2. **Parties' Agreement on Interest:** The rule acknowledges the significance of the parties' agreement on interest rates. If the parties have agreed on a specific interest rate, the tribunal can enforce that rate in the award. This gives parties autonomy over the determination of interest.
3. **Tribunal's Discretion on Interest Rates:** In the absence of an agreement between the parties, the rule empowers the tribunal to determine an appropriate interest rate. This recognises that interest rates can vary based on economic conditions, the nature of the dispute, and other relevant factors.
4. **Duration of Interest Period:** The rule also grants the tribunal discretion to determine the appropriate period for which interest should be awarded. This period could cover the

duration of the dispute, the time from when the dispute arose, or any other relevant period.

5. **Flexibility and Fairness:** By allowing the tribunal to set interest rates and periods, the rule enables flexibility and fairness in awarding interest. It considers the specific circumstances of the case and avoids imposing overly rigid rules.
6. **Compounded Interest:** The rule mentions the possibility of awarding compound interest. Compound interest is interest that is calculated not only on the principal sum but also on any previously accrued interest. This can lead to more substantial interest amounts over time.
7. **Alignment with the Parties' Intent:** By providing the tribunal with the ability to award interest based on the parties' agreement or on its own determination, the rule seeks to align the award with the parties' intent while also accounting for fairness and prevailing economic conditions.
8. **Comprehensive Approach:** This provision encapsulates the tribunal's authority to address the interest aspect comprehensively, ensuring that any compensation related to delay or the time value of money is appropriately addressed in the award.
9. **Encouraging Efficient Resolution:** The possibility of interest awards can incentivise parties to resolve their disputes promptly, as the potential for interest accrual may encourage parties to settle the matter rather than prolonging the arbitration process.

In summary, Rule 32.9 of the SIAC 2016 Arbitration Rules gives the arbitral tribunal the power to award interest on sums subject to the arbitration. It balances parties' autonomy with the tribunal's discretion to ensure fair and appropriate compensation for delayed payment or the time value of money.

32.10 In the event of a settlement, and if the parties so request, the Tribunal may make 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, following which the Tribunal shall be discharged and the arbitration concluded upon full settlement of the costs of the arbitration.

Rule 32.10 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the scenario of settlements during the arbitration process. Let us analyse this part:

1. **Settlements Recognised:** This provision recognises the possibility of parties reaching a settlement during the arbitration process. Settlements are agreements between the parties to resolve their dispute without the need for a final arbitral award.
2. **Consent Award for Settlement:** The rule allows the arbitral tribunal to make a "consent award" if the parties request it. A consent award records the terms of the settlement and is issued by the tribunal. This formalises the settlement as an enforceable award.
3. **Party Autonomy in Settlement Process:** By allowing parties to request a consent award, the rule respects the autonomy of the parties in choosing how to formalise their

settlement. Some parties may prefer a written award, while others may be content with a simple confirmation.

4. **Efficiency and Finality:** The provision aligns with the aim of arbitration to offer efficient dispute resolution. If the parties reach a settlement, formalising it through an award or confirmation streamlines the process and provides a final resolution.
5. **Discharge of Tribunal:** If the parties reach a settlement and do not require a consent award, they are required to confirm the settlement to the Registrar. This confirmation leads to the discharge of the arbitral tribunal. Discharging the tribunal signifies the conclusion of the arbitration process in light of the settlement.
6. **Settlement Costs:** The rule does not explicitly address the costs associated with the settlement process. However, it refers to the “full settlement of the costs of the arbitration,” indicating that parties should settle any outstanding financial obligations related to the arbitration before the process can be considered concluded.
7. **Efficient Termination of Proceedings:** By providing options for formalising settlements, the rule ensures that the arbitration process can be efficiently concluded when the parties agree to a resolution. This avoids the need for additional proceedings when a settlement has been reached.
8. **Legal Validity and Enforceability:** Recording a settlement through a consent award gives the settlement legal validity and enforceability akin to an arbitral award. This can enhance parties’ confidence in the settlement process.

In summary, Rule 32.10 of the SIAC 2016 Arbitration Rules outlines the procedures for formalising settlements reached during arbitration. It offers flexibility by allowing parties to choose between a consent award or a simple confirmation, contributing to the efficiency and finality of the arbitration process when settlements are achieved.

32.11 Subject to Rule 33 and Schedule 1, by agreeing to arbitration under these Rules, the parties agree that any Award shall be final and binding on the parties from the date it is made, and undertake to carry out the Award immediately and without delay. The parties also irrevocably waive their rights to any form of appeal, review or recourse to any State court or other judicial authority with respect to such Award insofar as such waiver may be validly made.

Rule 32.11 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the finality, binding nature, and waiver of rights related to arbitral awards. Let us analyse this part:

1. **Final and Binding Nature:** This provision emphasises that when parties agree to arbitration under the SIAC Rules, they also agree that any arbitral award rendered will be final and binding on them. This underscores the fundamental principle of arbitration as an alternative dispute resolution mechanism intended to provide a conclusive resolution to the parties’ dispute.
2. **Immediate Compliance:** The rule mandates that parties undertake to carry out the arbitral award immediately and without delay. This requirement reflects the essence of

arbitration, which is to provide a swift and efficient means of resolving disputes, and ensures that parties respect and implement the decisions of the arbitral tribunal.

3. **Waiver of Rights:** The provision contains a waiver clause wherein parties irrevocably waive their rights to any form of appeal, review, or recourse to any State court or other judicial authority in relation to the arbitral award. This waiver is intended to limit the scope for challenging the award in court, promoting the finality and enforceability of arbitration awards.
4. **Prohibition of Recourse to State Courts:** By waiving the right to recourse in courts, parties acknowledge that their remedy for challenging or reviewing the award is limited to the arbitration process itself. This principle aligns with the concept of party autonomy in arbitration, where parties choose to resolve their disputes outside the traditional court system.
5. **Validity of Waiver:** The rule recognises that the waiver of rights is subject to validity based on relevant legal principles. In some jurisdictions, parties may not be able to waive their rights to challenge an award, particularly if it violates fundamental principles of justice or public policy.
6. **Enforcement of Awards:** The finality and binding nature of the award, along with the waiver of recourse to courts, are important elements that contribute to the enforceability of arbitral awards under international conventions such as the New York Convention.
7. **Balancing Party Autonomy and Fair Process:** While the rule emphasises the binding nature of arbitral awards and the waiver of certain rights, it is important to note that the waiver should not undermine the principles of fairness and due process. Arbitral proceedings should still adhere to fundamental principles of natural justice to ensure that parties receive a fair hearing.
8. **Importance of Compliance:** Requiring immediate and unconditional compliance with the award enhances the efficacy of arbitration as a dispute resolution mechanism. Parties are more likely to respect the arbitration process when they know that the decisions rendered are binding and enforceable.

In summary, Rule 32.11 of the SIAC 2016 Arbitration Rules solidifies the finality and binding nature of arbitral awards and underscores parties' waiver of certain rights to appeal or seek recourse in courts. This provision contributes to the enforceability and effectiveness of arbitration as a means of dispute resolution.

32.12 SIAC may, with the consent of the parties and the Tribunal, publish any Award with the names of the parties and other identifying information redacted.

Rule 32.12 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the publication of arbitral awards and the protection of parties' privacy. Let us analyse this part:

1. **Consent of Parties and Tribunal:** This rule highlights that any decision by the SIAC to publish an arbitral award requires the consent of both parties involved in the arbitration

as well as the arbitral tribunal. This reflects the importance of maintaining the confidentiality and privacy of parties' information in arbitration proceedings.

2. **Publication of Awards:** The rule authorises SIAC to publish arbitral awards, subject to the redaction of parties' names and other identifying information. The purpose of publication is likely to contribute to transparency in international arbitration and provide precedents for future cases.
3. **Confidentiality and Privacy:** While arbitration is generally confidential, the publication of redacted awards can strike a balance between transparency and the need to protect sensitive business and personal information of the parties involved. Redacting identifying information helps ensure that the parties' privacy is maintained.
4. **Precedential Value:** Publishing arbitral awards, even in redacted form, can be beneficial for parties, practitioners, and scholars as they can study the reasoning and decisions of arbitral tribunals. This can help develop a body of case law and promote consistent decision-making in international arbitration.
5. **Consistency with Transparency Initiatives:** Many arbitral institutions and practitioners emphasise the importance of transparency in arbitration, and some have taken steps to publish selected awards. Rule 32.12 reflects SIAC's commitment to this principle while safeguarding parties' privacy.
6. **Protecting Commercially Sensitive Information:** Parties often have legitimate concerns about disclosing sensitive business information that could potentially harm their interests if revealed. The redaction of identifying information addresses these concerns by allowing awards to be published without compromising confidentiality.
7. **Encouraging Party Consent:** Requiring consent from both parties and the tribunal ensures that the decision to publish an award is made collaboratively, taking into account the specific circumstances of the case and the parties' interests.
8. **Ethical Considerations:** Arbitral institutions have ethical responsibilities to ensure that the publication of awards is done responsibly, taking into account potential repercussions and respecting parties' rights.

In summary, Rule 32.12 of the SIAC 2016 Arbitration Rules reflects a balanced approach to transparency and confidentiality by allowing SIAC to publish arbitral awards with redacted information, subject to the consent of both parties and the tribunal. This provision is in line with contemporary trends in promoting transparency while respecting the privacy of parties in international arbitration.

33. Correction of Awards, Interpretation of Awards and Additional Awards

33.1 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any

correction, made in the original Award or in a separate memorandum, shall constitute part of the Award.

Rule 33.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the process for correcting errors in arbitral awards. Let us analyse this part:

1. **Correction of Errors:** The primary purpose of this rule is to provide a mechanism for correcting errors in an arbitral award. These errors can include computational mistakes, clerical errors, typographical errors, and other similar errors that may have inadvertently occurred during the drafting of the award.
2. **Time Limit for Request:** A party has a specific time frame of 30 days from the receipt of the award to submit a written notice to the Registrar and the other party, requesting a correction for any identified error. This time limit ensures that corrections are addressed promptly and within a reasonable time after the issuance of the award.
3. **Request to the Tribunal:** The correction request is made to the Tribunal that rendered the award. This maintains the continuity of the arbitration process and allows the Tribunal to address any errors it might have made.
4. **Justification for Correction:** The Tribunal evaluates the request for correction to determine whether it is justified. If the Tribunal agrees that a correction is needed, it will proceed to make the correction within 30 days of receiving the request. This ensures that the correction process is efficient and does not cause undue delay.
5. **Nature of Errors Covered:** The rule specifies that the errors that can be corrected include computational, clerical, typographical, or errors of a similar nature. This restricts the scope of corrections to minor and objective errors that are unlikely to impact the substantive findings or decisions in the award.
6. **Correction as Part of the Award:** Once a correction is made, it is included in the original award or in a separate memorandum. This ensures that the corrected information becomes an integral part of the award itself.
7. **Ensuring Accuracy:** The provision reflects the commitment to accuracy and correctness in the arbitration process. It allows parties to address mistakes that may have inadvertently crept into the award, contributing to the integrity of the arbitral process.
8. **Balancing Finality and Correctness:** While finality is an important principle in arbitration, this provision balances it with the need to rectify minor errors. The provision only permits corrections of specific types of errors, ensuring that substantive issues are not reopened through this correction process.

In summary, Rule 33.1 of the SIAC 2016 Arbitration Rules establishes a procedure for parties to request corrections for certain types of errors in an arbitral award. This mechanism contributes to maintaining the accuracy and integrity of the award while respecting the principle of finality in arbitration.

33.2 The Tribunal may correct any error of the type referred to in Rule 33.1 on its own initiative within 30 days of the date of the Award.

Rule 33.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the authority of the arbitral Tribunal to correct errors in the award on its own initiative. Let us analyse this part:

1. **Tribunal's Authority to Correct Errors:** This rule grants the Tribunal the authority to correct certain errors in the award without the need for a formal request from the parties. Specifically, the Tribunal is allowed to correct errors of the type mentioned in Rule 33.1. These errors typically include computational, clerical, typographical, or similar errors that do not affect the substance or merits of the award.
2. **Scope of Correction:** The errors that the Tribunal can correct on its own initiative under this rule are those similar to the errors described in Rule 33.1. These are typically minor errors that are apparent on the face of the award and do not require the Tribunal to reconsider or reevaluate the underlying facts, evidence, or legal arguments.
3. **Time Limit for Correction:** The Tribunal's authority to correct errors on its own initiative is limited to a 30-day period from the date of issuance of the award. This time limit ensures that any corrections are made promptly after the award is rendered, while allowing the Tribunal sufficient time to review the award for such errors.
4. **Proactive Approach:** Allowing the Tribunal to correct errors on its own initiative reflects a proactive approach to ensuring the accuracy and integrity of the award. It prevents minor mistakes from potentially affecting the credibility or enforceability of the award.
5. **Balance Between Finality and Accuracy:** This provision maintains a balance between the principle of finality in arbitration and the importance of correcting clear and objective errors. The provision does not open the door to revisiting substantive issues in the award, as it is specifically limited to minor errors.
6. **Enhancing Efficiency:** Allowing the Tribunal to correct errors on its own initiative can enhance the efficiency of the arbitration process. It avoids unnecessary delays that might arise if parties had to formally request corrections for minor errors.
7. **Preserving Parties' Rights:** This provision does not deprive the parties of their rights to request corrections under Rule 33.1. It simply provides an additional mechanism for addressing minor errors that might have been overlooked during the award drafting process.

In summary, Rule 33.2 of the SIAC 2016 Arbitration Rules grants the Tribunal the authority to correct certain types of errors in the award on its own initiative within a 30-day period from the date of the award. This mechanism aims to maintain the accuracy and integrity of the award while respecting the finality principle and promoting efficiency in the arbitral process.

33.3 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request the Tribunal to make an additional Award as to claims presented in the

arbitration 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.

Rule 33.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the authority of the arbitral Tribunal to issue additional awards upon request by a party for claims that were presented in the arbitration but not addressed in the original award. Let us analyse this part:

1. **Right to Request Additional Award:** This rule allows a party to request an additional award from the Tribunal within 30 days of receiving the original award. The purpose of this provision is to give parties an avenue to address claims that were raised during the arbitration but were not addressed in the initial award.
2. **Scope of Request:** A party can request an additional award only for claims that were presented in the arbitration but were not dealt with in the original award. This provision is designed to ensure that the party is not introducing new claims or reopening issues that were already resolved in the initial award.
3. **Time Limit for Additional Award Request:** The rule specifies a 30-day time limit for making the request for an additional award. This time limit is calculated from the date of receipt of the original award. This limitation ensures that requests for additional awards are made promptly after the issuance of the original award.
4. **Time Limit for Making Additional Award:** If the Tribunal determines that the request for an additional award is justified, it is required to issue the additional award within 45 days of receiving the request. This time limit is designed to ensure that the process of addressing any outstanding claims is efficient and timely.
5. **Justification for Additional Award:** The Tribunal has the authority to determine whether the request for an additional award is justified. This provision is intended to prevent parties from making frivolous requests for additional awards that do not have a legitimate basis.
6. **Efficiency and Finality:** Allowing parties to request additional awards for unresolved claims strikes a balance between the need for efficient dispute resolution and the parties' right to have their claims addressed. It helps ensure that all relevant claims are properly considered and resolved within a reasonable time frame.
7. **Party Autonomy and Participation:** This provision empowers parties to participate actively in the arbitration process and to ensure that all their claims are addressed. It reflects the principle of party autonomy, allowing parties to seek further clarification and resolution for claims that were not fully addressed.
8. **Limited to Claims Already Presented:** The rule emphasises that the request for an additional award is limited to claims that were presented in the arbitration but not addressed in the original award. This prevents parties from using the provision to introduce new claims or to re-litigate issues that were already decided.

In summary, Rule 33.3 of the SIAC 2016 Arbitration Rules allows parties to request additional awards from the Tribunal for claims that were presented in the arbitration but not dealt with in the initial award. The provision ensures that parties have the opportunity to seek resolution for outstanding claims while maintaining efficiency and finality in the arbitration process.

33.4 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and the other party, request that the Tribunal give an interpretation of the Award. If the Tribunal considers the request to be justified, it shall provide the interpretation in writing within 45 days after receipt of the request. The interpretation shall form part of the Award.

Rule 33.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the process for parties to request an interpretation of an award from the arbitral Tribunal. Let us analyse this part:

1. **Right to Request Interpretation:** This rule grants parties the right to request an interpretation of an award from the Tribunal within 30 days of receiving the award. The purpose of this provision is to provide a mechanism for clarifying any ambiguities or uncertainties in the award's language, which can aid in the proper implementation of the award.
2. **Scope of Request:** The request for interpretation is limited to seeking clarity on the meaning or scope of the existing award. Parties are not allowed to use this provision to challenge the substantive findings or merits of the award; rather, it is meant to address issues related to the award's language or terms.
3. **Time Limits for Request and Response:** Parties have 30 days from the date of receiving the award to make a written request for interpretation to the Registrar and the other party. The provision ensures that requests for interpretation are made promptly after the issuance of the award. The rule does not explicitly mention a response timeline for the opposing party.
4. **Tribunal's Authority to Decide Justification:** The Tribunal has the authority to determine whether the request for interpretation is justified. This determination is essential to prevent frivolous or repetitive requests that could potentially delay the process.
5. **Time Limit for Providing Interpretation:** If the Tribunal deems the request for interpretation justified, it is required to provide the interpretation in writing within 45 days of receiving the request. This time limit helps ensure that the interpretation process is conducted in a timely manner.
6. **Interpretation as Part of the Award:** The interpretation provided by the Tribunal is considered an integral part of the original award. This ensures that the clarification becomes an official and binding part of the award itself.
7. **Clarity and Implementation:** By providing parties with the ability to seek interpretation, this provision aims to promote the effective implementation of the award. It helps to prevent potential disputes or misunderstandings that could arise from ambiguities in the language of the award.
8. **Balancing Party Rights and Efficiency:** While parties have the right to seek interpretation, the provision includes safeguards to prevent misuse of the process. This maintains a balance between the parties' right to seek clarity and the need to maintain efficiency in the arbitration process.

In summary, Rule 33.4 of the SIAC 2016 Arbitration Rules establishes a procedure for parties to request an interpretation of an award from the Tribunal. This provision allows parties to seek clarification on the meaning or scope of the award's language, ensuring proper implementation while maintaining a balance between party rights and efficiency.

33.5 The Registrar may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award, interpretation of an Award or an additional Award under this Rule.

Rule 33.5 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the authority of the Registrar to extend the time period within which the Tribunal must take certain actions related to corrections, interpretations, or additional awards. Let us analyse this part:

1. **Registrar's Authority to Extend Time:** This provision grants the Registrar the discretionary power to extend the time period specified for the Tribunal to perform certain actions under Rule 33. The actions include making corrections to an award, providing interpretations of an award, or issuing additional awards. This authority allows the Registrar to accommodate exceptional circumstances that might warrant an extension, such as complex cases or unforeseen challenges.
2. **Flexibility in Time Extensions:** By allowing the Registrar to extend the time, the provision offers flexibility to adapt to specific situations that might arise during the arbitration process. This helps prevent undue pressure on the Tribunal to meet strict deadlines, especially when unforeseen circumstances could affect the accuracy and quality of the actions required.
3. **Efficiency and Practicality:** While parties and the Tribunal generally aim for efficient proceedings, unexpected challenges may arise that require more time than originally anticipated. The Registrar's authority to extend the time ensures that the Tribunal's actions, such as making corrections or providing interpretations, are carried out with due diligence and accuracy rather than being rushed.
4. **Maintaining Quality and Fairness:** Ensuring that corrections, interpretations, and additional awards are made with careful consideration is crucial for maintaining the quality and fairness of the arbitration process. Allowing time extensions when necessary can contribute to a more accurate and just resolution of the dispute.
5. **Balancing Party Rights and Timeliness:** While parties have an interest in the timely resolution of their dispute, this provision aims to balance that with the need for accuracy and fairness. It acknowledges that certain actions, such as making corrections or issuing interpretations, might require additional time to prevent errors or misunderstandings.
6. **Protecting Due Process:** By allowing time extensions, this provision helps protect the due process rights of the parties. It ensures that the Tribunal can thoroughly review and address the requested actions, even if unexpected circumstances arise that could affect the original timeframe.
7. **Registrar's Discretion:** The Registrar's authority to extend the time is discretionary, which means that the Registrar would likely consider factors such as the reasons for the

extension request, the complexity of the issues, and the potential impact on the overall arbitration process.

In summary, Rule 33.5 of the SIAC 2016 Arbitration Rules grants the Registrar the authority to extend the time period within which the Tribunal must take certain actions related to corrections, interpretations, or additional awards. This provision aims to balance the need for efficiency with the requirement for accurate and fair resolutions by allowing flexibility in exceptional circumstances.

33.6 The provisions of Rule 32 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and to any additional Award made.

Rule 33.6 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the application of Rule 32 in the context of corrections, interpretations, and additional awards. Rule 32 outlines the procedures related to the issuance and delivery of awards, and Rule 33.6 specifies how these procedures apply to the actions described in Rule 33 (corrections, interpretations, and additional awards). Let us analyse this part:

1. **Reference to Rule 32:** This provision refers to Rule 32, which deals with various aspects of making and delivering awards. Rule 32 covers matters such as the closure of proceedings, corrections, format, content, and delivery of awards, among other issues.
2. **Application to Corrections, Interpretations, and Additional Awards:** Rule 33.6 extends the application of the procedures specified in Rule 32 to the specific actions mentioned in Rule 33, namely the correction of an award, interpretation of an award, and the issuance of additional awards. This means that the processes outlined in Rule 32, as relevant and appropriate, will be applied to these actions as well.
3. **Consistency and Clarity:** By incorporating the procedures from Rule 32, Rule 33.6 ensures consistency and clarity in the arbitration process. Parties, arbitrators, and other participants can expect similar processes for the issuance, correction, and interpretation of awards, regardless of the type of award being considered.
4. **Uniformity and Familiarity:** Applying the same procedural framework to different types of awards ensures uniformity in how these actions are carried out. This promotes familiarity and predictability for parties and stakeholders involved in the arbitration, as they can expect similar steps and timelines for various types of award-related matters.
5. **Preserving Due Process and Fairness:** Extending the procedures of Rule 32 to corrections, interpretations, and additional awards helps maintain due process and fairness. Just as awards themselves are subject to strict procedures to ensure accuracy and fairness, these related actions receive the same level of scrutiny and diligence.
6. **Efficiency and Practicality:** Rule 32 is designed to ensure that awards are well-constructed, consistent, and compliant with procedural requirements. By applying these procedures to corrections, interpretations, and additional awards, the arbitration process maintains a high standard of quality and accuracy.

7. Registrar's Role: The Registrar's involvement in the procedures, as outlined in Rule 32, remains relevant for these specific actions as well. This could include reviewing draft awards, suggesting modifications, and ensuring that the necessary steps are taken before finalising these actions.

In summary, Rule 33.6 of the SIAC 2016 Arbitration Rules incorporates the procedures outlined in Rule 32 and applies them, with necessary or appropriate changes, to the correction of awards, interpretations of awards, and the issuance of additional awards. This extension of procedures ensures consistency, fairness, and due process in these award-related actions.

34. Fees and Deposits

34.1 The Tribunal's fees and SIAC's fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. The parties may agree to alternative methods of determining the Tribunal's fees prior to the constitution of the Tribunal.

Rule 34.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the determination of the fees for both the Tribunal and SIAC itself in arbitration proceedings. It specifies how these fees are to be calculated and provides flexibility for parties to agree on alternative methods for determining the Tribunal's fees. Let us break down the key points of this part:

1. Fees for the Tribunal and SIAC: The rule outlines that the fees for both the Tribunal (the arbitrators) and SIAC (the institution administering the arbitration) will be determined according to the "Schedule of Fees" in effect at the commencement of the arbitration. This means that there is a predefined fee structure established by SIAC, which serves as the basis for calculating these fees.
2. Determination Based on Schedule of Fees: The "Schedule of Fees" mentioned in the rule is a document that lays out the specific amounts or rates applicable to different aspects of the arbitration process, such as the arbitrators' time spent, administrative services provided by SIAC, and other associated costs. Parties and arbitrators can refer to this schedule to understand the financial implications of the arbitration.
3. Flexibility for Alternative Methods: The rule also provides parties with the flexibility to agree on alternative methods for determining the Tribunal's fees before the Tribunal is constituted. This allows the parties to negotiate and establish a fee structure that might deviate from the standard "Schedule of Fees" provided by SIAC. This can be particularly relevant when parties have unique circumstances or preferences regarding the allocation of arbitrators' fees.
4. Transparency and Clarity: By referencing the "Schedule of Fees," the rule enhances transparency in the arbitration process. Parties and arbitrators are made aware of the costs associated with the arbitration upfront, which contributes to clear expectations and financial planning.

5. Consistency and Predictability: Having a predefined fee structure ensures consistency and predictability in the arbitration process. Parties can anticipate the costs based on the “Schedule of Fees” and factor these costs into their decision-making.
6. Balancing Party Autonomy and Standardisation: The provision allowing parties to agree on alternative methods for determining the Tribunal’s fees strikes a balance between standardisation and party autonomy. While the “Schedule of Fees” offers a standardised approach, parties can tailor the fee arrangement to better suit their specific circumstances.
7. Avoiding Disputes: Providing clarity on the fee structure from the outset helps prevent potential disputes or misunderstandings between the parties and the Tribunal regarding the financial aspects of the arbitration.

In summary, Rule 34.1 of the SIAC 2016 Arbitration Rules establishes the basis for determining the fees for both the Tribunal and SIAC by referencing the “Schedule of Fees.” It emphasises transparency, consistency, and predictability while also allowing parties to agree on alternative fee arrangements for the Tribunal’s fees prior to the Tribunal’s constitution. This balance between standardisation and party autonomy contributes to an efficient and transparent arbitration process.

34.2 The Registrar shall fix the amount of deposits payable towards the costs of the arbitration. Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent. The Registrar may fix separate deposits on costs for claims and counterclaims, respectively.

Rule 34.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the payment of deposits towards the costs of the arbitration proceedings. This rule establishes the responsibilities of both parties and the Registrar in determining and collecting these deposits. Let us examine the key points of this part:

1. Deposit for Costs: The rule pertains to the requirement of parties to make deposits towards covering the costs associated with the arbitration process. These costs may include arbitrators’ fees, administrative charges, venue expenses, and other related expenses.
2. Role of the Registrar: The Registrar, who is a key administrative figure within SIAC, is given the responsibility of fixing the amount of deposits payable for the arbitration. This demonstrates SIAC’s role in managing the financial aspects of the arbitration process and ensuring that sufficient funds are available to cover the costs.
3. Allocation of Deposit Payment: The rule outlines that 50% of the required deposits shall be paid by the Claimant, while the remaining 50% shall be paid by the Respondent. This division of deposit payment ensures a balanced financial contribution from both parties and reflects a fair allocation of costs.
4. Consideration for Claims and Counterclaims: The Registrar is granted the authority to establish separate deposit amounts for costs related to both claims and counterclaims. This acknowledges that the costs associated with different aspects of the arbitration process may vary, and the deposit amounts can be tailored accordingly.

5. **Predictable Financial Planning:** By establishing a clear framework for deposit payments, parties are able to anticipate their financial obligations from the beginning of the arbitration process. This transparency facilitates effective financial planning.
6. **Preventing Delays:** Requiring upfront deposits helps ensure that sufficient funds are available to cover the costs as the arbitration progresses. This prevents potential delays or interruptions due to insufficient funds.
7. **Promoting Cost Efficiency:** The deposit system encourages parties to consider the financial implications of their actions during the arbitration process, potentially promoting more cost-efficient behaviours.
8. **Flexibility and Case-Specific Considerations:** While the rule establishes a default allocation of deposit payment between Claimant and Respondent, the Registrar has the authority to direct otherwise based on the circumstances of the case. This ensures flexibility to accommodate unique situations.

In summary, Rule 34.2 of the SIAC 2016 Arbitration Rules establishes the procedure for paying deposits towards the costs of arbitration proceedings. It highlights the Registrar's role in determining deposit amounts, allocates the responsibility for payment between parties, and allows for flexibility in adjusting deposits based on the nature of claims and counterclaims. This approach promotes transparency, financial planning, and efficient arbitration processes.

34.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.

Rule 34.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses a scenario where the amount of a claim or counterclaim is not readily quantifiable at the time when the payment of deposits towards the costs of the arbitration is due. This rule establishes a mechanism for determining provisional estimates of the arbitration costs in such situations. Let us break down the key aspects of this part:

1. **Provision for Uncertain Claims or Counterclaims:** This rule recognises that in some cases, the exact amount of the claim or counterclaim may not be ascertainable at the outset of the arbitration process. This could occur due to complex or evolving circumstances surrounding the dispute.
2. **Role of the Registrar:** The Registrar, as the administrative body overseeing the arbitration, is entrusted with the responsibility of determining a provisional estimate of the costs of the arbitration. This estimate is meant to provide a basis for calculating the required deposit payments.
3. **Basis for Estimation:** The provisional estimate is formulated based on the nature of the controversy and the specific circumstances of the case. This flexible approach allows for a preliminary assessment of the potential costs involved in the arbitration process.

4. **Adjustments Based on Information:** The rule acknowledges that the initial provisional estimate may need to be adjusted as more information becomes available during the course of the arbitration proceedings. This adjustment could be necessary to reflect any new developments or insights that impact the estimated costs.
5. **Ensuring Adequate Funding:** The underlying goal of this provision is to ensure that there are sufficient funds available to cover the costs of the arbitration, even when the exact quantum of the claim or counterclaim is uncertain. This helps prevent disruptions in the arbitration process due to insufficient funds.
6. **Balancing Fairness and Flexibility:** This rule strikes a balance between providing parties with a mechanism to begin the arbitration process even when claims are not precisely quantified and ensuring that the arbitration process is adequately funded.
7. **Timely Cost Estimation:** By requiring a provisional estimate of the costs, the rule encourages parties to have an understanding of the potential financial implications of their dispute before the arbitration process commences.

In summary, Rule 34.3 of the SIAC 2016 Arbitration Rules addresses the issue of uncertain or unquantifiable claims or counterclaims by allowing the Registrar to determine provisional estimates of the arbitration costs. This provision ensures that there are adequate funds available to cover the costs of the arbitration while taking into account the evolving nature of the dispute and the information that becomes available during the process.

34.4 The Registrar may from time to time direct parties to make further deposits towards the costs of the arbitration.

Rule 34.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules deals with the authority of the Registrar to request parties to provide additional deposits toward the costs of the arbitration. Here is an analysis of the key points within this part:

1. **Flexible Funding Mechanism:** This rule grants the Registrar the discretion to order parties to contribute additional deposits to cover the ongoing costs of the arbitration. The Registrar's authority to make such a direction recognises that the actual costs of arbitration can evolve as the proceedings progress.
2. **Managing Arbitration Costs:** The provision aims to ensure that the arbitration process remains adequately funded at all stages. As the proceedings unfold, new expenses may arise, such as fees for expert witnesses, administrative costs, hearing expenses, and other unforeseen charges. The Registrar's power to direct further deposits allows the SIAC to maintain control over the financial aspects of the arbitration.
3. **Preventing Disruption Due to Insufficient Funds:** By authorising the Registrar to request additional deposits, the rule helps prevent any disruption in the arbitration process that could result from insufficient funds. Adequate funding is crucial for the arbitration to proceed smoothly, and parties are expected to comply with the Registrar's directives to ensure this.

4. **Preserving Fairness and Equity:** The discretion given to the Registrar is exercised to ensure fairness and equity between the parties. Adequate funding benefits both parties by enabling the arbitration process to continue unhindered and ensuring that each party can present its case and engage in the proceedings on an equal footing.
5. **Balancing Interests:** While the Registrar has the authority to direct additional deposits, it is important to note that this power is exercised within the parameters of fairness and reasonableness. The Registrar would consider the circumstances of the case, the nature of the expenses, and the parties' capacity to make additional payments.
6. **Transparency and Communication:** The Registrar's directive for additional deposits would likely involve clear communication to the parties, explaining the reasons and the basis for the request. This promotes transparency in the arbitration process and allows parties to understand the financial implications.

In summary, Rule 34.4 of the SIAC 2016 Arbitration Rules empowers the Registrar to order parties to contribute further deposits toward the costs of the arbitration as needed. This provision ensures that the arbitration process remains adequately funded, prevents disruptions due to insufficient funds, and maintains fairness and equity between the parties. The Registrar's authority is exercised with transparency, reasonableness, and careful consideration of the circumstances of the case.

34.5 Parties are jointly and severally liable for the costs of the arbitration. Any party is free to pay the whole of the deposits towards the costs of the arbitration should the other party fail to pay its share.

Rule 34.5 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the issue of the joint and several liability of parties for the costs of arbitration, as well as the option for one party to pay the entire deposit if the other party fails to do so. Here is an analysis of the key points within this part:

1. **Joint and Several Liability for Costs:** This rule establishes the principle of joint and several liability for the costs of the arbitration. In other words, both parties are collectively responsible for covering the costs associated with the arbitration proceedings. This includes expenses such as arbitrators' fees, administrative charges, and other related costs.
2. **Financial Responsibility of Parties:** By imposing joint and several liability, the rule underscores the financial commitment that parties undertake when engaging in arbitration. It ensures that the costs of the proceedings are covered, regardless of whether one party is unable or unwilling to contribute.
3. **Risk Mitigation Through Payment by a Single Party:** The rule offers parties the flexibility to mitigate the risk of delays or disruptions due to non-payment by allowing one party to pay the entire deposit if the other party fails to fulfil its share of the costs. This provision is designed to prevent a party's non-compliance from hindering the progression of the arbitration process.
4. **Maintaining the Proceedings' Momentum:** Allowing a single party to cover the entire deposit helps to prevent the arbitration from being stalled due to financial disputes.

between the parties. This is especially crucial in ensuring a timely and efficient resolution of the dispute, as interruptions in the proceedings can be detrimental to both parties.

5. **Balancing Interests and Cooperation:** While a party can cover the entire deposit, it is important to note that the joint and several liability principle also encourages cooperation between parties. Both parties have a vested interest in the smooth progress of the arbitration, and this principle encourages them to collaborate in fulfilling their financial obligations.
6. **Practicality and Administrative Efficiency:** Allowing a single party to cover the entire deposit in case of non-payment streamlines the administrative process. It prevents the need for administrative delays caused by chasing multiple parties for their contributions.

In summary, Rule 34.5 of the SIAC 2016 Arbitration Rules establishes the joint and several liability of parties for the costs of arbitration. It enables one party to pay the entire deposit in case the other party fails to fulfil its financial obligation, thus preventing disruptions in the arbitration proceedings. This provision balances the interests of both parties, encourages cooperation, and contributes to the efficient resolution of the dispute.

34.6 If a party fails to pay the deposits directed by the Registrar either wholly or in part:

- a. **the Tribunal may suspend its work and the Registrar may suspend SIAC’s administration of the arbitration, in whole or in part; and**
- b. **the Registrar may, after consultation with the Tribunal (if constituted) and after informing the parties, set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.**

Rule 34.6 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the consequences when a party fails to pay the required deposits for the costs of arbitration. Here is an analysis of the key points within this part:

1. **Consequences of Non-Payment:** This rule outlines the repercussions that arise when a party fails to make the required deposits for the arbitration costs as directed by the Registrar. The consequences primarily pertain to the suspension of proceedings and the potential withdrawal of claims or counterclaims.
2. **Suspension of Tribunal Work and SIAC Administration:** If a party does not pay the directed deposits, the Tribunal is authorised to suspend its work, and SIAC’s administration of the arbitration may also be suspended either fully or partially. This suspension is intended to prevent the arbitration from proceeding further until the issue of non-payment is resolved.
3. **Protection of Procedural Fairness and Equilibrium:** By enabling the suspension of proceedings, the rule ensures that both parties maintain an equal footing in the arbitration. It prevents an unfair advantage from arising due to one party’s failure to contribute to the costs of the arbitration.

4. **Withdrawal of Claims or Counterclaims:** The rule provides for a significant consequence if the non-paying party's situation persists. The Registrar, in consultation with the Tribunal if already constituted, can set a time limit within which the non-paying party must make the required payments. If the payments are not made within this time limit, the relevant claims or counterclaims are considered withdrawn. This withdrawal is without prejudice, meaning that the party can reintroduce these claims or counterclaims in a separate proceeding.
5. **Balancing Interests and Fairness:** Rule 34.6 strikes a balance between ensuring that the arbitration process is not hindered due to non-payment and allowing parties a reasonable opportunity to fulfil their financial obligations. The provisions are designed to encourage compliance while also considering the possibility of unforeseen circumstances that might impact a party's ability to make payments.
6. **Preservation of Due Process and Integrity:** The rule safeguards the integrity and due process of the arbitration proceedings. It ensures that parties do not gain an unfair advantage by avoiding their financial responsibilities, and it maintains the arbitration's efficiency and fairness.

In summary, Rule 34.6 of the SIAC 2016 Arbitration Rules outlines the consequences of a party's failure to pay the directed deposits for arbitration costs. It allows for the suspension of proceedings and the potential withdrawal of relevant claims or counterclaims if the non-payment persists beyond a set time limit. This provision seeks to maintain fairness, procedural integrity, and the efficient functioning of the arbitration process.

34.7 In all cases, the costs of the arbitration shall be finally determined by the Registrar at the conclusion of the proceedings. If the claim and/or counterclaim is not quantified, the Registrar shall finally determine the costs of the arbitration, as set out in Rule 35, in his discretion. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the costs of the 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.

Rule 34.7 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the final determination of the costs of arbitration. Let us analyse the key elements of this part:

1. **Registrar's Role in Cost Determination:** This rule establishes that the Registrar of SIAC plays a crucial role in determining the final costs of the arbitration at the conclusion of the proceedings. The Registrar is responsible for assessing and allocating the expenses associated with the arbitration process.
2. **Scope of Cost Determination:** The Registrar's cost determination covers all aspects of the arbitration process, including the expenses related to the administration of the arbitration by SIAC, the fees of the Tribunal, and any other costs incurred throughout the proceedings.
3. **Quantification of Claims and Counterclaims:** If the claim and/or counterclaim is not quantified, meaning the monetary amounts are not specified, the Registrar is vested with discretionary authority to determine the costs of the arbitration. This discretion allows

the Registrar to assess the appropriate costs based on the facts and circumstances of the case.

4. **Consideration of Circumstances:** The Registrar is instructed to consider all relevant circumstances of the case when determining the costs. This includes factors such as the complexity of the dispute, the duration of the proceedings, the number of hearings held, and the extent of documentation presented.
5. **Stage of Proceedings:** The rule highlights that the Registrar should take into account the stage at which the arbitration concludes when determining costs. This recognises that the costs incurred during different phases of the proceedings may vary and should be proportionate to the work conducted.
6. **Refund of Excess Deposits:** If the determined costs of the arbitration are lower than the initial deposits made by the parties, the rule specifies a mechanism for refund. The refund is to be calculated in proportions agreed upon by the parties. In the absence of an agreement, the refund is to be distributed in the same proportions as the original deposits.
7. **Equitable and Fair Approach:** Rule 34.7 underscores the principle of fairness in cost allocation. By considering the circumstances of the case and ensuring a proportionate distribution of costs, it prevents any party from incurring an undue financial burden as a result of the arbitration process.

In summary, Rule 34.7 of the SIAC 2016 Arbitration Rules empowers the Registrar to determine the final costs of the arbitration, accounting for various factors and circumstances. This provision aims to ensure that the cost allocation is equitable, taking into consideration the nature of the dispute, the proceedings' duration, and the contributions of the parties. Additionally, it outlines a mechanism for refunding excess deposits if the determined costs are lower than the initial deposits.

34.8 All deposits towards the costs of the arbitration shall be made to and held by SIAC. Any interest which may accrue on such deposits shall be retained by SIAC.

Rule 34.8 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the payment and handling of deposits for the costs of arbitration. Here is an analysis of its key points:

1. **Deposits for Costs:** The rule emphasises that parties involved in the arbitration are required to make deposits towards the costs of the arbitration. These deposits are intended to cover various expenses associated with the arbitration process, including administrative fees, the fees of the Tribunal, and any other costs that may arise during the proceedings.
2. **SIAC's Role as Custodian:** According to this part, all deposits made by the parties towards the costs of the arbitration must be made to and held by SIAC. This reinforces SIAC's role as the administrative institution overseeing the arbitration process. By holding the deposits, SIAC ensures transparency, accountability, and proper management of the funds.
3. **Accrual of Interest:** The rule also stipulates that any interest that accrues on the deposited funds shall be retained by SIAC. This means that any interest earned from the deposits

will not be distributed to the parties but will remain with SIAC. This clause could help SIAC offset administrative costs and contribute to the functioning of the institution.

4. **Transparency and Accountability:** Requiring all deposits to be held by SIAC and retaining the interest earned contributes to transparency and accountability in the financial aspects of the arbitration process. By centralising the funds with the arbitration institution, parties can be assured that their deposits are managed in a responsible and organised manner.
5. **Efficient Fund Management:** Retaining the interest on the deposited funds could provide SIAC with additional resources to manage and enhance its services. These funds might be used to improve administrative support, technology infrastructure, and other aspects that contribute to a smooth and efficient arbitration process.
6. **Resource Allocation:** The clause suggests that the interest earned on the deposited funds could potentially assist SIAC in maintaining a robust arbitration system. This may include investments in staff training, technology upgrades, and other resources that enhance SIAC's ability to provide effective arbitration services.

In summary, Rule 34.8 of the SIAC 2016 Arbitration Rules underscores the role of SIAC as a custodian of deposits made by parties towards the costs of arbitration. The rule also specifies that any interest accruing on these deposits will be retained by SIAC, which could aid in the institution's efficient functioning and resource management. This provision contributes to the transparency and proper handling of financial matters in the arbitration process.

34.9 In exceptional circumstances, the Registrar may direct the parties to pay an additional fee, in addition to that prescribed in the applicable Schedule of Fees, as part of SIAC's administration fees.

Rule 34.9 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the possibility of parties being required to pay an additional fee under exceptional circumstances. Here is an analysis of its key points:

1. **Exceptional Circumstances:** This rule recognises that certain situations may arise during the course of arbitration that are not covered by the standard fees prescribed in the applicable Schedule of Fees. These situations are considered "exceptional circumstances," and the rule allows for the possibility of imposing additional fees to cover these specific circumstances.
2. **Discretion of the Registrar:** The decision to require parties to pay an additional fee rests with the Registrar of SIAC. The Registrar is the administrative authority responsible for overseeing the arbitration process and ensuring its smooth operation. This provision gives the Registrar the flexibility to address unique situations that may not have been anticipated when the standard fee schedule was established.
3. **Administration Fees:** The additional fee mentioned in this rule is described as part of SIAC's administration fees. This implies that the fee is intended to cover the costs associated with the administrative support provided by SIAC throughout the arbitration

process. This may include various administrative tasks, support services, and facilities offered by the institution.

4. **Flexibility and Adaptability:** By allowing for additional fees in exceptional circumstances, the SIAC rules demonstrate an understanding of the dynamic nature of arbitration cases. Some cases might involve complexities or unforeseen developments that require extra attention, resources, or administrative efforts. The provision reflects the institution's commitment to adapting to the specific needs of each case.
5. **Transparency and Communication:** While the provision grants the Registrar the authority to impose additional fees, it is important that any decision to do so is transparent and communicated clearly to the parties. Parties involved in the arbitration should be informed about the reasons for the additional fee and how it will be applied.
6. **Balancing Costs and Services:** The inclusion of this provision strikes a balance between the costs incurred by SIAC in providing administrative support and the financial burden on the parties. It acknowledges that there may be instances where extraordinary measures are necessary to maintain the quality and efficiency of the arbitration process.

In summary, Rule 34.9 of the SIAC 2016 Arbitration Rules allows for the possibility of parties being required to pay an additional fee in exceptional circumstances. This provision gives the Registrar the discretion to address unique situations that may arise during the arbitration process. It demonstrates SIAC's flexibility, adaptability, and commitment to maintaining the integrity and effectiveness of the arbitration process.

35. Costs of the Arbitration

35.1 Unless otherwise agreed by the parties, the Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless otherwise agreed by the parties, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.

Rule 35.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the allocation and determination of costs associated with the arbitration process. Here is an analysis of its key points:

1. **Costs Allocation in the Award:** This rule emphasises that it is generally the responsibility of the Tribunal (the panel of arbitrators) to specify two important aspects in the final Award:
 - a. **Total Amount of Costs:** The Tribunal must clearly indicate the total amount of costs incurred during the arbitration process. These costs encompass various elements, such as administrative fees, arbitrators' fees, legal representation costs, and any other expenses directly related to the arbitration proceedings.
 - b. **Apportionment of Costs:** The Tribunal is also tasked with determining how the costs will be divided or apportioned among the parties involved in the dispute. This includes deciding the respective financial obligations of each party in relation to the costs incurred.

2. **Default Rule of Apportionment:** The rule establishes a default rule for the apportionment of costs. In the absence of an agreement between the parties on how costs should be divided, the Tribunal is responsible for making this determination. The Tribunal’s decision on cost allocation is final and binding on the parties.
3. **Transparency and Clarity:** By requiring the Tribunal to specify the total costs and the apportionment thereof in the Award, the rule promotes transparency and clarity in the cost allocation process. This transparency helps parties understand the financial implications of the arbitration process and ensures that the cost-sharing arrangement is well-documented.
4. **Parties’ Agreements and Flexibility:** The rule acknowledges the principle of party autonomy in arbitration. If the parties have agreed on a different approach to cost allocation, the Tribunal will respect their agreement. This reflects the flexibility and adaptability of arbitration to accommodate the preferences of the parties involved.
5. **Avoidance of Disputes:** Determining the allocation of costs within the Award itself helps minimise the likelihood of future disputes arising solely from disagreements over costs. By including this determination in the final Award, parties are less likely to need further proceedings related to cost allocation.
6. **Promotion of Finality:** By making the Tribunal’s decision on cost allocation a part of the final Award, Rule 35.1 contributes to the overall finality of the arbitration process. This encourages the parties to promptly comply with the Award, including the financial obligations specified therein.

In summary, Rule 35.1 of the SIAC 2016 Arbitration Rules emphasises the role of the Tribunal in determining and specifying the total amount of costs incurred during the arbitration and the allocation of those costs among the parties. It promotes transparency, flexibility, and finality in the cost allocation process, while accommodating any agreements between the parties on this matter.

35.2 The term “costs of the arbitration” includes:

- a. **the Tribunal’s fees and expenses and the Emergency Arbitrator’s fees and expenses, where applicable;**
- b. **SIAC’s administration fees and expenses; and**
- c. **the costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.**

Rule 35.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules defines the scope of what constitutes the “costs of the arbitration.” Here is an analysis of its key points:

1. **Comprehensive Definition:** Rule 35.2 provides a comprehensive and inclusive definition of what is encompassed within the term “costs of the arbitration.” This definition covers various elements that contribute to the overall expenses incurred during the arbitration process.

2. **Tribunal’s Fees and Expenses:** The rule includes the fees and expenses of the Tribunal (the panel of arbitrators) as part of the costs of the arbitration. This covers compensation for the arbitrators’ time and expertise, as well as any expenses they may incur in the course of the proceedings.
3. **Emergency Arbitrator’s Fees and Expenses:** If an emergency arbitrator is appointed in cases where urgent interim relief is sought before the constitution of the full Tribunal, the rule clarifies that the fees and expenses of the emergency arbitrator also fall under the category of costs of the arbitration.
4. **SIAC’s Administration Fees and Expenses:** The rule incorporates SIAC’s administration fees and expenses into the definition of costs. These fees cover the administrative services provided by SIAC, which include case management, support, and logistical services necessary for the smooth conduct of the arbitration.
5. **Expert Costs and Other Assistance:** The rule recognises that costs associated with the appointment of experts requested by the Tribunal, as well as the costs of any other assistance reasonably required by the Tribunal, are also considered part of the costs of the arbitration.
6. **Transparency and Clarity:** By explicitly outlining the elements that constitute the “costs of the arbitration,” Rule 35.2 enhances transparency and clarity for the parties involved. This definition helps parties better understand the components that contribute to the overall financial implications of the arbitration process.
7. **Facilitation of Cost Assessment:** Having a well-defined list of elements that make up the costs of the arbitration simplifies the process of assessing and allocating costs. This clarity can be particularly useful when parties, the Tribunal, or the Registrar are determining the appropriate financial obligations of each party.
8. **Expense Management and Budgeting:** Parties engaging in arbitration can anticipate the potential financial implications more effectively when they have a clear understanding of the different components that may contribute to the costs. This can facilitate budgeting and cost management throughout the arbitration process.

In summary, Rule 35.2 of the SIAC 2016 Arbitration Rules provides a comprehensive definition of the “costs of the arbitration,” encompassing the fees and expenses of the Tribunal, administration fees, emergency arbitrator costs, expert costs, and other reasonable assistance required for the proceedings. This definition promotes transparency, assists in cost management, and facilitates a clearer understanding of the financial aspects of arbitration.

36. Tribunal’s Fees and Expenses

36.1 The fees of the Tribunal shall be fixed by the Registrar in accordance with the applicable Schedule of Fees or, if applicable, with the method agreed by the parties pursuant to Rule 34.1, and the stage of the proceedings at which the arbitration concluded. In exceptional

circumstances, the Registrar may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.

Rule 36.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the determination of the fees payable to the Tribunal (arbitrators). Here is an analysis of its key points:

1. **Tribunal's Fees Determination:** The rule primarily addresses how the fees of the Tribunal, which consists of the arbitrators responsible for adjudicating the dispute, are determined in the arbitration process.
2. **Registrar's Role:** The Registrar of the SIAC is vested with the responsibility of fixing the fees of the Tribunal. The Registrar performs this role based on certain considerations outlined in the part.
3. **Applicable Schedule of Fees:** The rule states that the fees of the Tribunal shall be fixed in accordance with the applicable Schedule of Fees. This means that the fee structure established by SIAC and outlined in the Schedule of Fees in force at the time of the commencement of the arbitration will be used as a basis for determining the arbitrators' fees.
4. **Agreed Methods for Determination:** The rule also notes that if the parties have agreed upon alternative methods for determining the Tribunal's fees before the constitution of the Tribunal, such methods will be followed. This underscores the flexibility in fee determination provided to the parties based on their preferences.
5. **Stage of Proceedings and Exceptional Circumstances:** The Registrar's determination of the fees takes into account not only the applicable fee schedule but also the stage at which the arbitration concludes. This recognises that different phases of the proceedings may involve different levels of work and complexity for the Tribunal.
6. **Additional Fee in Exceptional Circumstances:** The rule allows for the Registrar to exercise discretion in exceptional circumstances to determine that an additional fee beyond that prescribed in the applicable Schedule of Fees should be paid. This provision ensures that the Registrar can consider unforeseen or extraordinary factors that might justify a departure from the standard fee schedule.
7. **Transparency and Fairness:** By specifying the criteria for determining the Tribunal's fees, including reference to the Schedule of Fees and the parties' agreements, the rule promotes transparency and fairness in the financial aspects of the arbitration process.
8. **Balance Between Costs and Quality:** The fee structure aims to strike a balance between compensating arbitrators appropriately for their time and expertise while also considering the costs incurred by the parties.

In summary, Rule 36.1 of the SIAC 2016 Arbitration Rules outlines the mechanism for determining the fees of the Tribunal, including reference to the applicable Schedule of Fees, agreements between the parties, and the stage of the proceedings. The Registrar plays a pivotal role in fixing these fees, ensuring fairness, transparency, and consideration of exceptional circumstances.

36.2 The Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Note.

Rule 36.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules pertains to the reimbursement of the Tribunal's reasonable out-of-pocket expenses and allowances. Here is an analysis of its key points:

1. **Reimbursement of Expenses and Allowances:** The rule addresses the issue of reimbursing the Tribunal (comprising the arbitrators) for their reasonable out-of-pocket expenses and other allowances. These expenses and allowances are incurred by the Tribunal during the course of conducting the arbitration proceedings.
2. **Necessity and Reasonableness:** The expenses and allowances that are eligible for reimbursement are those that are deemed necessary and reasonable. This implies that the Tribunal's expenses should be directly related to the arbitration process and within the bounds of reasonableness.
3. **Applicable Practice Note:** The rule stipulates that the reimbursement of the Tribunal's expenses and allowances should be done in accordance with the applicable Practice Note. This suggests that SIAC provides supplementary guidance or directions through a separate document (Practice Note) on how these reimbursements should be processed and what expenses and allowances are covered.
4. **Transparency and Clarity:** The reference to the applicable Practice Note serves to ensure transparency and clarity in the reimbursement process. It provides a standardised and consistent approach to determining what expenses and allowances are considered reasonable and eligible for reimbursement.
5. **Cost Management:** By outlining the parameters for reimbursement, the rule helps manage costs associated with the arbitration proceedings. This can contribute to ensuring that the overall expenses of the arbitration process remain proportionate and justifiable.
6. **Fair Compensation for Tribunal Members:** Reimbursement of expenses and allowances helps ensure that Tribunal members are fairly compensated for their time, efforts, and any additional costs they incur while fulfilling their responsibilities in the arbitration proceedings.

In summary, Rule 36.2 of the SIAC 2016 Arbitration Rules establishes the framework for reimbursing the Tribunal's reasonable out-of-pocket expenses and allowances. The rule emphasises the importance of necessity and reasonableness and directs parties to adhere to the guidance provided in the applicable Practice Note. This provision promotes transparency, cost management, and fair compensation for Tribunal members in the arbitration process.

37. Party's Legal and Other Costs

The Tribunal shall have the authority to order in its Award that all or a part of the legal or other costs of a party be paid by another party.

Rule 37 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the authority of the Tribunal to issue cost orders in its Award. Here is an analysis of this part:

1. **Cost Allocation Authority:** Rule 37 grants the Tribunal the authority to determine the allocation of legal or other costs incurred by the parties during the arbitration proceedings. This includes the power to order that one party pay all or a portion of the costs incurred by another party.
2. **Cost Allocation Principles:** This rule underscores the principle of cost allocation in arbitration, which is a crucial aspect of any dispute resolution process. It provides the Tribunal with the discretion to decide how costs should be apportioned based on factors such as the parties' conduct, the outcome of the case, and the equities of the situation.
3. **Flexibility and Fairness:** The discretionary power vested in the Tribunal by Rule 37 ensures flexibility in determining cost allocation. The Tribunal can tailor the cost allocation to the specific circumstances of the case, considering factors such as the complexity of the dispute, the parties' conduct, and the resources expended.
4. **Preventing Misuse of Proceedings:** The authority to order cost allocation serves as a deterrent against frivolous or unmeritorious claims or defences. Parties are less likely to engage in tactics that could prolong the proceedings if they know they might be held responsible for the other party's costs.
5. **Encouraging Settlement:** The prospect of bearing the costs of both parties can motivate parties to consider settlement and compromise. This can be particularly effective when parties are aware of the potential cost consequences of proceeding to a full hearing.
6. **Transparency and Accountability:** By providing a clear mechanism for the Tribunal to determine cost allocation, Rule 37 enhances transparency in the arbitration process. It ensures that parties have clarity on how costs will be allocated if they are unsuccessful in the proceedings.
7. **Flexibility in Decision Timing:** The rule does not stipulate when the cost order should be made. It allows the Tribunal to include the cost order in its Award, which can be issued at the same time as the final decision on the merits. Alternatively, the cost order might be issued separately after the main Award.

In summary, Rule 37 of the SIAC 2016 Arbitration Rules gives the Tribunal the authority to determine the allocation of legal or other costs in the arbitration proceedings. This provision is aimed at promoting fairness, encouraging responsible conduct, and providing flexibility in the allocation of costs based on the specific circumstances of each case.

38. Exclusion of Liability

38.1 Any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any administrative secretary and any expert, the President, members of the Court, and any directors, officers and employees of SIAC, shall not be liable to any person for any

negligence, act or omission in connection with any arbitration administered by SIAC in accordance with these Rules.

Rule 38.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the issue of liability for various individuals involved in the arbitration process. Here is an analysis of this part:

1. **Limited Liability Scope:** This rule establishes a limited scope of liability for various individuals involved in the arbitration process. It specifically covers arbitrators, Emergency Arbitrators, persons appointed by the Tribunal (such as administrative secretaries and experts), members of the SIAC Court, the President of SIAC, as well as SIAC's directors, officers, and employees.
2. **Immunity from Liability:** The main purpose of Rule 38.1 is to grant immunity to these individuals from being held liable to any person for negligence, acts, or omissions related to an arbitration administered by SIAC in accordance with its rules. This immunity is granted to protect these individuals from potential legal actions arising from their participation in the arbitration proceedings.
3. **Promoting Participation:** By providing immunity, the rule encourages qualified individuals to participate in the arbitration process without the fear of facing personal liability for their actions or decisions made during the proceedings.
4. **Legal Protection for Decisions:** Arbitrators, Emergency Arbitrators, and experts make decisions and recommendations that can significantly impact the outcome of the dispute. Granting them immunity from liability ensures that they can exercise their judgment without undue concern about potential legal consequences for their decisions.
5. **Ensuring Independence and Impartiality:** Immunity helps preserve the independence and impartiality of arbitrators and other individuals involved in the arbitration process. They can focus on rendering fair and unbiased decisions without worrying about personal legal consequences.
6. **Balancing Interests:** While this rule aims to protect individuals involved in arbitration, it is important to note that this immunity is not absolute. It is balanced with the need to ensure that individuals perform their roles responsibly and with due diligence, as negligence or misconduct that goes beyond the scope of the arbitration rules might still be subject to liability.
7. **Reflecting Industry Practice:** Similar provisions are found in the rules of many arbitration institutions around the world. They are designed to align with international standards and promote the effectiveness and efficiency of the arbitration process.

In summary, Rule 38.1 of the SIAC 2016 Arbitration Rules provides immunity from liability for various individuals involved in the arbitration process, including arbitrators, Emergency Arbitrators, experts, and SIAC personnel. This immunity aims to foster a fair and efficient arbitration process by allowing these individuals to perform their roles without undue fear of personal legal consequences, thus contributing to the overall integrity of the arbitration proceedings.

38.2 SIAC, including the President, members of the Court, directors, officers, employees or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not be under any obligation to make any statement in connection with any arbitration administered by SIAC in accordance with these Rules. No party shall seek to make the President, any member of the Court, director, officer, employee of SIAC, or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, act as a witness in any legal proceedings in connection with any arbitration administered by SIAC in accordance with these Rules.

Rule 38.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the issue of statements and testimonies related to individuals involved in the arbitration process. Here is an analysis of this part:

1. **Non-Obligation to Make Statements:** This rule establishes that SIAC (including its President, members of the Court, directors, officers, and employees), arbitrators (including Emergency Arbitrators), and other individuals appointed by the Tribunal (such as administrative secretaries and experts) are not under any obligation to make any statement in connection with an arbitration administered by SIAC according to its rules.
2. **Protection of Neutrality and Confidentiality:** The primary purpose of Rule 38.2 is to safeguard the neutrality and confidentiality of the arbitration process. It prevents parties from seeking to compel these individuals to provide statements or testimonies that could compromise the confidentiality of the proceedings or their neutrality as participants.
3. **Preserving the Integrity of the Process:** By preventing parties from seeking to use SIAC officials, arbitrators, and appointed individuals as witnesses, the rule aims to preserve the integrity of the arbitration process. The individuals involved can remain focused on their respective roles within the arbitration without being drawn into external legal proceedings.
4. **Balancing Interests:** While the rule restricts the use of these individuals as witnesses, it does not prevent them from voluntarily providing statements if they choose to do so. This allows individuals to address any potential concerns without the legal compulsion from external parties.
5. **Efficiency and Finality:** Arbitration is known for its efficiency and finality. By limiting the ability to call these individuals as witnesses, the rule contributes to maintaining the streamlined nature of arbitration proceedings and avoiding delays associated with court proceedings.
6. **Consistency with Arbitration Norms:** Similar provisions are found in the rules of other major arbitration institutions. These provisions are designed to prevent parties from attempting to disrupt the arbitration process by dragging its participants into other legal proceedings.
7. **Ensuring Privacy and Confidentiality:** Arbitration often involves sensitive commercial and proprietary information. The prohibition on seeking testimony from these individuals ensures that confidential information shared during the arbitration remains protected.

In summary, Rule 38.2 of the SIAC 2016 Arbitration Rules reinforces the neutrality, confidentiality, and efficiency of the arbitration process. It prohibits parties from seeking to compel SIAC officials, arbitrators, and appointed individuals to provide statements or testimonies in connection with arbitration proceedings administered by SIAC. This provision aligns with the principles of arbitration and maintains the effectiveness of the arbitration process while safeguarding the privacy of the proceedings.

39. Confidentiality

39.1 Unless otherwise agreed by the parties, a party and any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall at all times treat all matters relating to the proceedings and the Award as confidential. The discussions and deliberations of the Tribunal shall be confidential.

Rule 39.1 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules focuses on the confidentiality obligations of parties and participants involved in the arbitration process. Here is an analysis of this part:

1. **Confidentiality Obligations:** This rule establishes a fundamental principle of confidentiality that applies to multiple parties and participants within the arbitration process. It mandates that parties, arbitrators (including Emergency Arbitrators), persons appointed by the Tribunal (such as administrative secretaries and experts), and the Tribunal itself must maintain confidentiality with respect to all matters concerning the proceedings and the resulting Award.
2. **Protection of Sensitive Information:** The core purpose of Rule 39.1 is to protect sensitive and proprietary information that is exchanged, discussed, or generated during the arbitration. The arbitration process often involves parties disclosing confidential business, financial, or technical details. Ensuring confidentiality encourages parties to share such information without fearing its public disclosure.
3. **Preserving the Integrity of the Process:** The confidentiality requirement helps maintain the integrity of the arbitration process. It prevents parties from disclosing confidential information discussed during the proceedings to third parties, competitors, or the public. This encourages open and candid discussions between parties and the Tribunal.
4. **Preserving Neutrality and Impartiality:** Arbitrators and other individuals involved in the arbitration process must also maintain confidentiality. This helps preserve their neutrality and impartiality by preventing them from discussing case details outside of the proceedings, which could influence public perception or third-party involvement.
5. **Supporting Finality and Enforceability:** Confidentiality contributes to the finality and enforceability of arbitration Awards. By ensuring that sensitive information remains confidential, parties are less likely to seek intervention or challenge the Award in court based on the disclosure of sensitive information.

6. Consistency with Arbitration Norms: Confidentiality provisions are a standard feature of many arbitration rules and regulations, reflecting the expectation of privacy that parties have when choosing arbitration as a dispute resolution mechanism.
7. Mitigating Harm and Protecting Trade Secrets: In commercial disputes, parties may be concerned about potential harm that could arise from public disclosure of confidential information. This provision helps mitigate such risks and protects trade secrets from unnecessary exposure.
8. Balancing Public Interest and Private Rights: While confidentiality is important, some jurisdictions require disclosure of certain information for regulatory or public interest reasons. It is important to note that Rule 39.1 refers to matters relating to the proceedings and the Award, allowing flexibility for jurisdictions with disclosure obligations.

In summary, Rule 39.1 of the SIAC 2016 Arbitration Rules emphasises the importance of confidentiality in arbitration proceedings. It obliges parties, arbitrators, and other participants to treat all aspects of the proceedings and the Award as confidential. This provision not only safeguards sensitive information but also supports the efficiency, integrity, and enforceability of the arbitration process.

39.2 Unless otherwise agreed by the parties, a party or any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not, without the prior written consent of 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 to enforce or challenge the Award;**
- b. **pursuant to the order of or a subpoena issued by a court of competent jurisdiction;**
- c. **for the purpose of pursuing or enforcing a legal right or claim;**
- d. **in compliance with the provisions of the laws of any State which are binding on the party making the disclosure or the request or requirement of any regulatory body or other authority;**
- e. **pursuant to an order by the Tribunal on application by a party with proper notice to the other parties; or**
- f. **for the purpose of any application under Rule 7 or Rule 8 of these Rules.**

Rule 39.2 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules outlines the exceptions and circumstances under which a party, arbitrator (including Emergency Arbitrators), persons appointed by the Tribunal (such as administrative secretaries and experts), and the Tribunal itself can disclose confidential matters to third parties. Here is an analysis of this part:

1. Limited Exceptions to Confidentiality: This rule provides a framework for the limited circumstances under which confidential matters related to the arbitration can be disclosed to third parties. It emphasises that the default position is strict confidentiality, except in certain specified situations.

2. **Enforcement and Challenge of Award:** The first exception allows disclosure when a party seeks to enforce or challenge the arbitration Award in a competent court. This exception recognises the necessity for disclosure in legal proceedings related to the enforcement or challenge of the Award.
3. **Court Orders and Subpoenas:** The second exception allows disclosure pursuant to a court order or subpoena issued by a court of competent jurisdiction. This ensures that the obligation of confidentiality does not conflict with a legal obligation to comply with court orders or subpoenas.
4. **Pursuing Legal Rights or Claims:** The third exception permits disclosure for the purpose of pursuing or enforcing a legal right or claim. This recognises that parties may need to disclose certain information to assert their legal interests.
5. **Compliance with Laws and Regulatory Bodies:** The fourth exception acknowledges that parties may need to disclose confidential information to comply with the laws of a state or the requirements of regulatory bodies or other authorities.
6. **Tribunal Orders and Applications:** The fifth exception allows for disclosure pursuant to an order by the Tribunal upon application by a party. This ensures that the Tribunal has the authority to balance confidentiality with the need for disclosure in specific circumstances.
7. **Applications Under Other Rules:** The sixth exception applies when a party makes an application under Rule 7 or Rule 8 of the SIAC 2016 Arbitration Rules, which relate to early dismissal of claims or defences, and the provision of interim relief, respectively.
8. **Prior Written Consent of Parties:** Notably, in all the exceptions outlined in Rule 39.2, the prior written consent of the parties is required before any disclosure can occur. This emphasises the importance of maintaining control over the disclosure of confidential information.
9. **Preservation of Confidentiality Balance:** Rule 39.2 strikes a balance between confidentiality and the need for disclosure in specific situations. It provides clear guidelines to ensure that parties and participants in the arbitration process understand when and how disclosure is permissible.
10. **Flexibility and Customisation:** The rule recognises that parties can agree to different confidentiality arrangements, allowing for flexibility based on the nature of the dispute and the preferences of the parties involved.

In summary, Rule 39.2 of the SIAC 2016 Arbitration Rules outlines specific exceptions under which parties, arbitrators, and other participants may disclose confidential matters to third parties. These exceptions ensure that while confidentiality is upheld, parties have the ability to comply with legal requirements, assert their rights, and seek enforcement or challenge of the Award as necessary.

39.3 In Rule 39.1, “matters relating to the proceedings” includes the existence of the proceedings, and the pleadings, evidence and other materials in the arbitral proceedings and all other

documents produced by another party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

Rule 39.3 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules provides a specific definition and clarification of what falls under the term “matters relating to the proceedings” in Rule 39.1, which addresses the confidentiality obligations of parties, arbitrators, and other participants in the arbitration. Here is an analysis of this part:

1. **Definition Clarification:** Rule 39.3 clarifies that “matters relating to the proceedings” as mentioned in Rule 39.1 includes specific categories of information. This definition is important to provide a clear understanding of the scope of information that is subject to the confidentiality obligations under the rules.
2. **Scope of Confidential Matters:** The rule outlines several categories of information that fall within the definition of “matters relating to the proceedings”:
 - a. **Existence of the Proceedings:** This includes the fact that arbitration proceedings are taking place or have taken place. This information is typically confidential until parties agree otherwise or the proceedings conclude.
 - b. **Pleadings, Evidence, and Other Materials:** This encompasses all submissions made by the parties, the evidence presented during the proceedings, and other materials that are relevant to the arbitration process. These materials are often considered confidential to maintain the integrity of the process.
 - c. **Documents Produced by Other Parties:** This refers to documents provided by one party that are relevant to the proceedings, regardless of the producing party. This includes materials that are shared during the course of the arbitration and are relevant to the dispute.
 - d. **Award:** The definition extends to the final Award arising from the proceedings. This underscores the importance of maintaining the confidentiality of the outcome until it is disclosed as agreed upon or legally required.
3. **Exclusion of Public Domain Matters:** Rule 39.3 also specifies that any matter that is already in the public domain is excluded from the confidentiality obligations. This recognises that information that is already publicly known should not be subject to further confidentiality restrictions.
4. **Balancing Transparency and Confidentiality:** By defining the scope of “matters relating to the proceedings,” this rule helps strike a balance between the need for transparency in arbitration and the importance of maintaining confidentiality. It clarifies what specific information is covered by the confidentiality obligations, ensuring that parties understand their responsibilities.
5. **Preservation of Arbitral Integrity:** Ensuring confidentiality of pleadings, evidence, and materials submitted in the arbitration helps maintain the integrity of the arbitral process. This protection encourages parties to share sensitive information without fear of unnecessary disclosure.

In summary, Rule 39.3 of the SIAC 2016 Arbitration Rules clarifies the scope of “matters relating to the proceedings” as it pertains to confidentiality obligations. The definition encompasses various types of information directly linked to the arbitration process while excluding matters that are already publicly available. This clarification aims to promote transparency while safeguarding the confidentiality of sensitive information shared during the arbitration proceedings.

39.4 The Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party breaches the provisions of this Rule.

Rule 39.4 of the SIAC (Singapore International Arbitration Centre) 2016 Arbitration Rules addresses the authority of the Tribunal to address breaches of the confidentiality provisions outlined in Rule 39.1 and the consequences for such breaches. Here is an analysis of this part:

1. **Tribunal’s Authority to Address Breaches:** The rule explicitly grants the Tribunal the authority to take appropriate measures in response to breaches of the confidentiality provisions stated in Rule 39.1. This emphasises the importance of maintaining confidentiality in arbitration proceedings and underscores the seriousness with which the Tribunal views breaches of such obligations.
2. **Scope of Appropriate Measures:** The rule specifies that the Tribunal’s power to take “appropriate measures” includes various options to address breaches of confidentiality. These measures can range from issuing orders or sanctions to requiring the breaching party to bear additional costs. The exact measures would depend on the nature and extent of the breach and the potential impact on the arbitration process and the parties involved.
3. **Sanctions and Costs:** The Tribunal’s authority to issue an order or Award for sanctions or costs is particularly relevant. Sanctions could include penalties imposed on the party that breached the confidentiality obligations. These penalties might aim to deter future breaches and underscore the seriousness of maintaining confidentiality. Additionally, the Tribunal could order the breaching party to bear the costs associated with addressing the breach, such as the costs of responding to the breach or rectifying its consequences.
4. **Balancing Interests:** Rule 39.4 seeks to strike a balance between encouraging transparency in the arbitral process and ensuring the confidentiality of sensitive information. While transparency is important, confidentiality is essential for parties to share candid information without fear of undue exposure. Breaching this confidentiality could lead to unfair advantages or undermine the credibility of the arbitration process.
5. **Discretion of the Tribunal:** The rule does not prescribe specific measures to be taken in response to breaches. Instead, it empowers the Tribunal to use its discretion and judgment in determining the appropriate measures based on the circumstances of each case. This allows the Tribunal to tailor its response to the nature and severity of the breach.

In summary, Rule 39.4 of the SIAC 2016 Arbitration Rules grants the Tribunal the authority to address breaches of the confidentiality provisions outlined in Rule 39.1. This authority includes taking appropriate measures, which may involve issuing orders or Awards for sanctions or costs. The rule underscores the importance of confidentiality in arbitration proceedings and provides the Tribunal with tools to enforce and protect this confidentiality as needed.

40. Decisions of the President, the Court and the Registrar

40.1 Except as provided in these Rules, the decisions of the President, the Court and the Registrar with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Tribunal. The President, the Court and the Registrar shall not be required to provide reasons for such decisions, unless the Court determines otherwise or as may be provided in these Rules. The parties agree that the discussions and deliberations of the Court are confidential.

Rule 40.1 of the SIAC 2016 Arbitration Rules addresses the authority and decisions of various parties and bodies involved in the arbitration process. Let us break down its key components:

1. **Decisions of President, Court, and Registrar:** The rule establishes that the decisions made by three key entities in the arbitration process—namely, the President, the Court, and the Registrar—are considered conclusive and binding in relation to all matters concerning the arbitration proceedings.
2. **Binding Nature:** The decisions of these entities are binding on the parties involved in the arbitration, as well as on the Tribunal itself. This means that the parties and the Tribunal are required to respect and adhere to these decisions.
3. **No Obligation to Provide Reasons:** The rule states that the President, the Court, and the Registrar are not obligated to provide reasons for their decisions, unless otherwise determined by the Court or as specified in the SIAC 2016 Arbitration Rules. This emphasises the efficient and final nature of these decisions.
4. **Confidentiality of Court Discussions and Deliberations:** The parties agree that the discussions and deliberations of the Court—presumably referring to the Singapore International Arbitration Centre (SIAC) Court of Arbitration—are confidential. This confidentiality ensures that the internal discussions and considerations of the Court are not disclosed to external parties.

Overall, Rule 40.1 underscores the authority and finality of decisions made by the President, the Court, and the Registrar in the context of arbitration proceedings under the SIAC 2016 Arbitration Rules. It highlights the binding nature of these decisions on the parties and the Tribunal and acknowledges the confidential nature of the Court’s discussions and deliberations.

40.2 Save in respect of Rule 16.1 and Rule 28.1, the parties waive any right of appeal or review in respect of any decisions of the President, the Court and the Registrar to any State court or other judicial authority.

Rule 40.2 of the SIAC 2016 Arbitration Rules deals with the waiver of the right to appeal or review decisions made by specific entities in the arbitration process. Here is an analysis of its key elements:

1. **Waiver of Right to Appeal or Review:** The rule specifies that the parties involved in the arbitration process waive their right to appeal or seek review of decisions made by certain

entities. These entities are the President, the Court, and the Registrar, as mentioned in Rule 40.1.

2. Exceptions: The waiver of the right to appeal or review applies to all decisions made by the President, the Court, and the Registrar, except in cases covered by Rule 16.1 and Rule 28.1. Rule 16.1 pertains to the challenge of arbitrators, and Rule 28.1 deals with objections to the existence or validity of the arbitration agreement or to the competence of SIAC to administer an arbitration. In these specific situations, the right to appeal or review is not waived.
3. Jurisdiction of State Courts or Judicial Authorities: The waiver specifically pertains to the parties' right to seek appeal or review in relation to decisions made by the President, the Court, and the Registrar. This means that parties cannot take these decisions to a State court or other judicial authority for reconsideration or appeal.

In essence, Rule 40.2 reinforces the finality and binding nature of decisions made by the President, the Court, and the Registrar. By waiving the right to appeal or review, the parties acknowledge and accept these decisions as conclusive within the framework of the SIAC 2016 Arbitration Rules, with the exception of specific situations outlined in Rule 16.1 and Rule 28.1.

41. General Provisions

41.1 Any party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any provision of these Rules, or of any other rules applicable to the proceedings, any direction given by the Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

Rule 41.1 of the SIAC 2016 Arbitration Rules pertains to the principle of waiver and the consequences of failing to raise objections promptly during the arbitration process. Here is an analysis of its key elements:

1. Failure to Raise Objections Promptly: The rule states that if a party proceeds with the arbitration without promptly raising any objection, it may waive its right to object to various aspects of the arbitration process. These aspects include:
 - a. Non-compliance with any provision of the SIAC 2016 Arbitration Rules.
 - b. Non-compliance with any other rules applicable to the proceedings.
 - c. Non-compliance with any direction issued by the Tribunal.

Failure to meet any requirement specified in the arbitration agreement regarding the constitution of the Tribunal or the conduct of the proceedings.

2. Implied Waiver: The rule implies that if a party does not raise objections in a timely manner, it is considered to have waived its right to later raise those objections. This means that by continuing with the arbitration process without objecting, the party is essentially giving up its right to challenge those specific issues at a later stage.

3. **Legal Consequences:** The legal consequence of waiving objections is that the party may lose its right to challenge or contest the issues it failed to raise objections about. It cannot later claim that it was prejudiced by those issues, as it had the opportunity to object but chose not to do so.
4. **Importance of Timely Objections:** The provision underscores the importance of timely raising objections. Parties are expected to promptly point out any deviations from the rules or directions to maintain their right to challenge those issues in the future.

In summary, Rule 41.1 emphasises the principle of waiver and underscores the importance of raising objections in a timely manner. Parties are expected to promptly raise any concerns they have with the arbitration process, rules, directions, or requirements to ensure that they do not inadvertently waive their right to object to these issues later in the proceedings.

41.2 In all matters not expressly provided for in these Rules, the President, the Court, 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 any Award.

Rule 41.2 of the SIAC 2016 Arbitration Rules addresses the general approach and principles that should guide the actions of key stakeholders within the arbitration process. Here is an analysis of its key points:

1. **Guiding Principle:** The rule establishes a guiding principle that governs the behaviour and decisions of key participants in the arbitration process, namely the President, the Court, the Registrar, and the Tribunal. This principle emphasises that they should act in accordance with the “spirit” of the SIAC 2016 Arbitration Rules.
2. **Fair, Expeditious, and Economical Conclusion:** The key objective highlighted in this provision is to ensure the fair, expeditious, and economical conclusion of the arbitration proceedings. This implies that the arbitration process should be conducted in a manner that upholds principles of fairness and justice, while also striving for efficiency and cost-effectiveness.
3. **Enforceability of Awards:** Another important objective mentioned in the provision is to ensure the enforceability of any resulting arbitral awards. This underscores the importance of conducting the arbitration in a manner that produces awards that are well-reasoned, legally sound, and capable of being enforced in accordance with applicable laws and conventions.
4. **Flexibility and Adapting to Circumstances:** Since not every possible situation or scenario can be anticipated in arbitration rules, this provision allows for a flexible approach. The stakeholders are encouraged to adapt to circumstances as they arise, always keeping the principles of fairness, expeditiousness, and enforceability in mind.
5. **Balancing Interests:** The provision strikes a balance between fairness, efficiency, and enforceability. While the aim is to conclude proceedings in a timely and cost-effective manner, the fairness of the process and the quality of the resulting award are also given due importance.

In summary, Rule 41.2 emphasises the overarching principles that should guide the actions of key participants in arbitration proceedings. It underscores the importance of maintaining a fair process, expeditious proceedings, and the creation of awards that are both legally sound and enforceable. It reflects a commitment to balancing these elements in the pursuit of effective arbitration.

41.3 In the event of any discrepancy or inconsistency between the English version of these Rules and any other languages in which these Rules are published, the English version shall prevail.

Rule 41.3 of the SIAC 2016 Arbitration Rules addresses the issue of language discrepancies or inconsistencies that might arise in the versions of the rules published in different languages. Here is an analysis of its key points:

1. **Language Discrepancies:** The rule acknowledges the possibility of discrepancies or inconsistencies that could arise when the SIAC 2016 Arbitration Rules are published in multiple languages. This is not uncommon in international legal documents and agreements where translations might differ due to linguistic nuances or interpretations.
2. **Precedence of the English Version:** The rule establishes a clear hierarchy in case of such discrepancies. It states that if there is a conflict between the English version of the SIAC 2016 Arbitration Rules and the versions published in other languages, the English version shall prevail. This means that, in case of any doubt or confusion, the content of the English version will be considered the authoritative and binding text.
3. **Legal Certainty:** The provision serves to ensure legal certainty and consistency in the application and interpretation of the rules across different jurisdictions and languages. English is commonly used as a neutral language in international legal matters, and having a definitive version in English helps parties and arbitrators avoid ambiguity.
4. **Uniform Application:** By establishing the supremacy of the English version, this rule contributes to the uniform application of the rules across all parties involved in the arbitration. This is particularly important in an international context, where participants may come from different legal backgrounds and linguistic traditions.

In essence, Rule 41.3 of the SIAC 2016 Arbitration Rules provides clarity on how language discrepancies will be resolved and underscores the importance of maintaining consistency and legal certainty through the use of the English version as the authoritative text.

Schedule 1

Emergency Arbitrator

1. **A party that wishes to seek emergency interim relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the Tribunal, file an application for emergency interim relief with the Registrar. The party shall, at the same time as it files the application for emergency interim relief, send a copy of the application to all other parties. The application for emergency interim relief shall include:**
 - a. **the nature of the relief sought;**
 - b. **the reasons why the party is entitled to such relief; and**
 - c. **a statement certifying that all other parties have been provided with a copy of the application or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other parties.**

Rule 1 of Schedule 1 of the SIAC 2016 Arbitration Rules pertains to the procedure for seeking emergency interim relief in the context of an arbitration. Let us break down the key points of this rule:

1. **Scope and Timing of Application:** The rule outlines the process for a party seeking emergency interim relief. Such relief is often requested to address urgent matters that require immediate attention before the constitution of the main arbitral tribunal. The party seeking this relief can file an application for emergency interim relief with the Registrar. This can be done either at the same time as or following the filing of a Notice of Arbitration, but before the actual formation of the arbitral tribunal.
2. **Notification to Other Parties:** Along with filing the application with the Registrar, the party requesting emergency interim relief must also send a copy of the application to all other parties involved in the arbitration. This ensures that all parties are aware of the nature of the relief being sought and the reasons behind it. The objective is to provide transparency and an opportunity for other parties to respond or contest the relief if necessary.
3. **Contents of the Application:** The application for emergency interim relief must contain specific information:
 - a. **Nature of Relief:** The application should clearly specify the type of relief being sought. This could include injunctions, asset freezes, or other forms of interim measures.
 - b. **Reasons for Relief:** The party must provide reasons supporting its entitlement to the requested relief. This could include arguments on the urgency of the situation, potential harm if relief is not granted, and the legal basis for the relief sought.
 - c. **Certification:** The application must include a statement certifying that all other parties have received a copy of the application. If not all parties have received the copy, the party must explain the steps taken in good faith to provide the copy or notification to the other parties.

This rule establishes a clear and structured process for seeking emergency interim relief in SIAC-administered arbitrations. It ensures that the necessary parties are informed, and the reasons for seeking such urgent relief are articulated effectively. This procedural framework enhances transparency, accountability, and fairness in the process of obtaining emergency interim relief.

- 2. Any application for emergency interim relief shall be accompanied by payment of the non-refundable administration fee and the requisite deposits under these Rules towards the Emergency Arbitrator's fees and expenses for proceedings pursuant to this Schedule 1. In appropriate cases, the Registrar may increase the amount of the deposits requested from the party making the application. If the additional deposits are not paid within the time limit set by the Registrar, the application shall be considered as withdrawn.**

Rule 2 of Schedule 1 of the SIAC 2016 Arbitration Rules addresses the financial aspects associated with seeking emergency interim relief in arbitration. Let us break down the key elements of this rule:

1. **Payment of Fees and Deposits:** When a party files an application for emergency interim relief with the Registrar, the rule requires that the application be accompanied by payment of two components:
 - a. **Non-Refundable Administration Fee:** This is a fee payable to SIAC for administering the process related to the emergency interim relief application. The fee is non-refundable, indicating that it will not be returned to the paying party under any circumstances.
 - b. **Deposits for Emergency Arbitrator:** The party making the application must also pay the requisite deposits towards the fees and expenses of the Emergency Arbitrator who will handle the proceedings related to the emergency interim relief. These deposits are intended to cover the costs associated with appointing and compensating the Emergency Arbitrator.
2. **Discretion to Increase Deposits:** The Registrar has the authority to increase the amount of the deposits requested from the party seeking emergency interim relief. This is typically done in cases where the nature of the relief sought or the complexity of the situation warrants a higher deposit to cover potential costs.
3. **Effect of Non-Payment:** If the party making the application for emergency interim relief fails to pay the additional deposits, if requested by the Registrar, within the specified time limit, the application will be considered withdrawn. This emphasises the importance of timely payment and participation in the process.

In summary, Rule 2 of Schedule 1 ensures that parties seeking emergency interim relief bear the financial responsibility associated with the application process. It underscores the need for prompt payment of fees and deposits to facilitate the efficient handling of the application by SIAC and the appointed Emergency Arbitrator.

- 3. 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.**

Rule 3 of Schedule 1 of the SIAC 2016 Arbitration Rules outlines the procedure for appointing an Emergency Arbitrator in cases where emergency interim relief is sought. Let us break down the key points of this rule:

1. **Initiation of the Process:** This rule comes into play after the party seeking emergency interim relief has submitted the application to the Registrar, accompanied by the required payment of the administration fee and deposits.
2. **Role of the President:** The President of SIAC is responsible for overseeing the appointment of an Emergency Arbitrator. The President plays a pivotal role in ensuring the efficient and timely resolution of the matter.
3. **Prompt Appointment:** Upon receiving the application, payment, and related documents, the President is required to determine whether SIAC should accept the application for emergency interim relief. If the President decides in favour of accepting the application, the President must take steps to appoint an Emergency Arbitrator without unnecessary delay.
4. **Appointment Within One Day:** Rule 3 mandates that the President should aim to appoint an Emergency Arbitrator within one day of receiving the application and associated documents. This emphasises the urgency of the process and the need to quickly establish the Emergency Arbitrator to address the party's request for interim relief.

In summary, Rule 3 of Schedule 1 emphasises the expeditious nature of the process for appointing an Emergency Arbitrator when emergency interim relief is sought. It underscores the importance of swift action by the President to ensure that the relief requested is promptly considered and adjudicated upon.

- 4. If the parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief. Failing such an agreement, the seat of the proceedings for emergency interim relief shall be Singapore, without prejudice to the Tribunal's determination of the seat of the arbitration under Rule 21.1.**

Rule 4 of Schedule 1 of the SIAC 2016 Arbitration Rules pertains to the determination of the seat of proceedings for emergency interim relief. Here is an analysis of the key points of this rule:

1. **Seat of the Arbitration:** The term "seat of the arbitration" refers to the legal jurisdiction where the arbitration is deemed to be taking place. It is a crucial concept as it determines the legal framework, including the courts with supervisory jurisdiction over the arbitration proceedings.
2. **Agreement on the Seat:** If the parties have explicitly agreed on the seat of the arbitration, then that designated location shall also serve as the seat of the proceedings for emergency interim relief. This underscores the principle that the parties' choices should be respected and that their agreement has implications beyond just the seat itself.

3. **Default Seat:** In cases where the parties have not reached an agreement on the seat of the arbitration, Rule 4 stipulates that the seat for the proceedings concerning emergency interim relief shall be Singapore. This is established as a default provision, providing clarity and predictability when parties have not made a specific agreement.
4. **Without Prejudice to Seat Determination:** Importantly, the rule states that the determination of the seat for emergency interim relief proceedings in Singapore does not prejudice the Tribunal's authority to determine the seat of the arbitration itself under Rule 21.1. This ensures that the Tribunal retains the power to decide the seat of the arbitration as a whole, regardless of the seat chosen for the emergency interim relief proceedings.

In summary, Rule 4 of Schedule 1 establishes a clear framework for determining the seat of proceedings for emergency interim relief in cases of both explicit agreement and no agreement between the parties. It underscores the importance of the seat as a foundational element of arbitration, while also ensuring that the Tribunal's role in seat determination is maintained.

5. **Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within two days of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.**

Rule 5 of Schedule 1 in the SIAC 2016 Arbitration Rules outlines the procedures and requirements regarding the appointment of a prospective Emergency Arbitrator. Here is an analysis of its key components:

1. **Disclosure of Circumstances:** Before accepting the appointment as an Emergency Arbitrator, the prospective appointee must disclose any circumstances that might give rise to justifiable doubts about their impartiality or independence. This is a critical step in maintaining the integrity of the arbitration process, ensuring that the Emergency Arbitrator is free from any potential conflicts of interest that could compromise their ability to make unbiased decisions.
2. **Impartiality and Independence:** The requirement for the prospective Emergency Arbitrator to disclose potential conflicts of interest underscores the principles of impartiality and independence in arbitration. These principles are essential to maintaining the credibility and fairness of the arbitration proceedings.
3. **Challenges to Appointment:** If any party believes that there are justifiable doubts about the impartiality or independence of the appointed Emergency Arbitrator, they must raise a challenge to the appointment within two days of receiving communication from the Registrar about the appointment and the disclosed circumstances. This short timeframe ensures that challenges are promptly addressed, helping to prevent unnecessary delays in the proceedings.

In summary, Rule 5 of Schedule 1 aims to ensure that the appointed Emergency Arbitrator is impartial and independent. By requiring prospective Emergency Arbitrators to disclose any potential conflicts of

interest and allowing parties a brief period to challenge appointments based on justifiable doubts, the rule enhances the transparency and fairness of the emergency interim relief process.

6. An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties.

Rule 6 of Schedule 1 in the SIAC 2016 Arbitration Rules addresses the role of an Emergency Arbitrator in future arbitrations related to the same dispute. Here is an analysis of this rule:

1. **Disqualification for Future Arbitrations:** According to this rule, an Emergency Arbitrator who has been involved in the emergency interim relief proceedings for a particular dispute is generally disqualified from acting as an arbitrator in any subsequent arbitration relating to the same dispute. This rule aims to maintain the integrity and impartiality of the arbitration process by preventing potential conflicts of interest that could arise if the same arbitrator were to participate in the main arbitration proceedings.
2. **Exception for Parties' Agreement:** The rule also allows for an exception. If the parties involved in the dispute agree, an Emergency Arbitrator who handled the emergency interim relief proceedings may still act as an arbitrator in the subsequent arbitration. This exception recognises the parties' autonomy and the flexibility they have to make specific agreements based on their unique circumstances.

In summary, Rule 6 of Schedule 1 serves to ensure that the Emergency Arbitrator's involvement in the emergency interim relief proceedings does not compromise the fairness and impartiality of subsequent arbitration proceedings. While disqualifying the Emergency Arbitrator by default, the rule allows parties to waive this disqualification through mutual agreement, offering parties the flexibility to tailor the arbitration process to their needs.

7. The Emergency Arbitrator shall, as soon as possible but, in any event, within two days of his appointment, establish a schedule for consideration of the application for emergency interim relief. Such schedule shall provide a reasonable opportunity for the parties to be heard, but may provide for proceedings by telephone or video conference or on written submissions as alternatives to a hearing in person. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, without prejudice to the Tribunal's determination.

Rule 7 of Schedule 1 in the SIAC 2016 Arbitration Rules outlines the procedure to be followed by the Emergency Arbitrator when considering an application for emergency interim relief. Here is an analysis of this rule:

1. **Prompt Schedule Establishment:** This rule requires the Emergency Arbitrator to promptly establish a schedule for considering the application for emergency interim relief. The term "emergency" reflects the urgency of the matter at hand, highlighting the need for swift proceedings to address the relief sought. The maximum timeframe for establishing the schedule is two days from the Emergency Arbitrator's appointment, ensuring a quick response to urgent situations.

2. **Reasonable Opportunity for Parties to Be Heard:** The schedule established by the Emergency Arbitrator must provide a reasonable opportunity for all parties to present their case and be heard. This emphasises the principle of due process, even in urgent matters. Parties should have a fair chance to present their arguments and evidence to the Emergency Arbitrator.
3. **Flexible Proceedings:** The rule allows for flexibility in the proceedings. While an in-person hearing is an option, the rule also permits the use of alternative methods such as telephone or video conference hearings, as well as written submissions. This acknowledges that in urgent situations, physical presence might not always be feasible, and alternative means of communication can still ensure effective and fair proceedings.
4. **Powers of the Emergency Arbitrator:** The Emergency Arbitrator is vested with powers similar to those of a regular Tribunal under the SIAC 2016 Arbitration Rules. This includes the authority to rule on their own jurisdiction, which means the Emergency Arbitrator can determine if they have the right to hear and decide the case. However, this power is subject to the final determination of the main Tribunal when it is constituted.

In summary, Rule 7 of Schedule 1 establishes a streamlined procedure for the Emergency Arbitrator to follow when considering an application for emergency interim relief. The rule underscores the importance of promptness, fairness, and flexibility in the proceedings while emphasising the Emergency Arbitrator’s authority and the ultimate jurisdiction of the main Tribunal.

8. **The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary, including preliminary orders that may be made pending any hearing, telephone or video conference or written submissions by the parties. The Emergency Arbitrator shall give summary reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the preliminary order, the interim order or Award for good cause.**

Rule 8 of Schedule 1 in the SIAC 2016 Arbitration Rules outlines the authority and powers of the Emergency Arbitrator in relation to ordering or awarding interim relief. Here is an analysis of this rule:

1. **Broad Power to Grant Interim Relief:** This rule empowers the Emergency Arbitrator to order or award any interim relief that they deem necessary. Interim relief refers to provisional measures that can be taken to preserve the status quo, prevent harm, or maintain the effectiveness of the arbitration process itself until a full hearing can take place. This reflects the urgency of the situation and the need to address potential harm promptly.
2. **Preliminary Orders:** The rule explicitly allows the Emergency Arbitrator to issue preliminary orders that can be made even before a full hearing takes place. These orders are designed to address immediate concerns and can be essential to preventing further harm or maintaining the effectiveness of the relief sought.
3. **Flexibility in Proceedings:** The Emergency Arbitrator can consider applications for interim relief based on various means, including hearing, telephone or video conference, or written submissions. This flexibility in the mode of proceedings recognises the need to adapt to urgent circumstances and ensures that parties can effectively present their case.

4. Requirement for Summary Reasons: The rule requires the Emergency Arbitrator to provide summary reasons for their decision in writing. While not as detailed as a full arbitration award, these reasons should outline the rationale behind the decision, ensuring transparency and allowing parties to understand the basis for the interim relief granted.
5. Modification or Vacation of Orders: The rule also grants the Emergency Arbitrator the authority to modify or vacate preliminary orders, interim orders, or Awards if there is good cause to do so. This recognises that circumstances might change or new information might arise, necessitating adjustments to the interim relief granted.

In summary, Rule 8 of Schedule 1 grants the Emergency Arbitrator significant authority to order or award interim relief based on the urgency of the situation. The rule emphasises the need for flexibility, transparency, and the ability to modify orders if circumstances change. It reflects the essence of emergency arbitration in addressing pressing issues swiftly while ensuring a fair and reasoned approach.

9. The Emergency Arbitrator shall make his interim order or Award within 14 days from the date of his appointment unless, in exceptional circumstances, the Registrar extends the time. No interim order or Award shall be made by the Emergency Arbitrator until it has been approved by the Registrar as to its form.

Rule 9 of Schedule 1 in the SIAC 2016 Arbitration Rules outlines the timeline and procedural requirements for the Emergency Arbitrator to issue an interim order or Award. Here is an analysis of this rule:

1. Timeline for Issuing Interim Order or Award: This rule establishes a strict timeline for the Emergency Arbitrator to issue an interim order or Award. Specifically, the Emergency Arbitrator is required to make the interim order or Award within 14 days from the date of their appointment. This timeframe reflects the expedited nature of emergency arbitration, where quick decisions are necessary to address urgent situations.
2. Extension of Time in Exceptional Circumstances: The rule allows for an extension of the timeline in exceptional circumstances. This recognises that there may be situations beyond the control of the Emergency Arbitrator that could justify additional time for consideration or deliberation. The Registrar has the authority to grant such an extension.
3. Approval of Form by Registrar: Before the interim order or Award is finalised and communicated to the parties, it must be approved by the Registrar as to its form. This step ensures that the order or Award is properly drafted, accurate, and compliant with the rules and procedures of SIAC.

In summary, Rule 9 of Schedule 1 emphasises the importance of timely decision-making in emergency arbitration cases. The rule provides a clear timeline for the issuance of an interim order or Award, with the possibility of an extension in exceptional circumstances. Additionally, the requirement for approval by the Registrar ensures that the form of the order or Award is accurate and in accordance with the rules of the arbitration institution.

- 10. The Emergency Arbitrator shall have no power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate any interim order or Award issued by the Emergency Arbitrator, including a ruling on his own jurisdiction. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any interim order or Award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or Award or when the Tribunal makes a final Award or if the claim is withdrawn.**

Rule 10 of Schedule 1 in the SIAC 2016 Arbitration Rules delineates the limitations, authority, and effects of the decisions made by the Emergency Arbitrator. Here is an analysis of this rule:

1. **Authority of the Emergency Arbitrator Limited in Time:** This rule specifies that the Emergency Arbitrator's authority ceases to exist once the regular Arbitral Tribunal is constituted. In other words, the Emergency Arbitrator's jurisdiction and decision-making power only apply during the period before the Tribunal is formed. Once the full Tribunal is in place, the Emergency Arbitrator's jurisdiction is no longer valid.
2. **Reconsideration and Modification by Tribunal:** The rule clarifies that the Tribunal, once constituted, has the power to reconsider, modify, or vacate any interim order or Award issued by the Emergency Arbitrator. This provides a mechanism for the Tribunal to review and potentially alter decisions made by the Emergency Arbitrator if deemed necessary.
3. **Tribunal Not Bound by Emergency Arbitrator's Reasons:** The rule underscores that the Tribunal is not bound by the reasons provided by the Emergency Arbitrator for their decisions. This highlights the Tribunal's independent authority to evaluate and make determinations based on its own assessment of the case.
4. **Expiration of Emergency Arbitrator's Decisions:** The rule sets out specific circumstances under which the interim order or Award issued by the Emergency Arbitrator ceases to be binding. These circumstances include:
 - a. When the Tribunal is constituted within 90 days of the Emergency Arbitrator's order or Award.
 - b. When the Tribunal issues a final Award.
 - c. If the claim for emergency relief is withdrawn.

In summary, Rule 10 of Schedule 1 clarifies the scope, authority, and limitations of the Emergency Arbitrator's decisions within the framework of the overall arbitration process. It establishes that the Emergency Arbitrator's authority is time-limited and that the Tribunal holds the power to review and potentially alter the decisions made by the Emergency Arbitrator once constituted. The rule also outlines conditions under which the Emergency Arbitrator's decisions cease to be binding.

11. Any interim order or Award by the Emergency Arbitrator may be conditioned on provision by the party seeking such relief of appropriate security.

Rule 11 of Schedule 1 in the SIAC 2016 Arbitration Rules introduces the concept of requiring security in relation to interim orders or Awards issued by the Emergency Arbitrator. Here is an analysis of this rule:

1. **Conditioning Interim Orders or Awards:** This rule stipulates that an interim order or Award issued by the Emergency Arbitrator can be conditioned upon the party seeking relief providing appropriate security. In other words, the Emergency Arbitrator has the authority to require the requesting party to post a form of financial guarantee or collateral as a condition for granting the requested interim relief.
2. **Purpose of Security Requirement:** The purpose of this provision is to protect the opposing party or parties in case the requested interim relief ultimately proves to be unjustified or unwarranted. By imposing a security requirement, the rule aims to ensure that the party seeking relief has a financial stake in the outcome and to provide a mechanism for potential compensation should the relief be later deemed inappropriate.
3. **Balancing Interests:** This rule strikes a balance between allowing parties to seek urgent interim relief and safeguarding the interests of other parties involved in the arbitration. By conditioning the relief on the provision of security, it adds an element of caution and accountability to the process.

In summary, Rule 11 of Schedule 1 outlines the Emergency Arbitrator’s authority to condition interim orders or Awards on the provision of appropriate security by the party seeking such relief. This provision enhances the fairness and integrity of the emergency relief process by ensuring that the interests of all parties are considered and protected.

12. The parties agree that an order or Award by an Emergency Arbitrator pursuant to this Schedule 1 shall be binding on the parties from the date it is made, and undertake to carry out the interim order or Award immediately and without delay. The parties also irrevocably waive their rights to any form of appeal, review or recourse to any State court or other judicial authority with respect to such Award insofar as such waiver may be validly made.

Rule 12 of Schedule 1 in the SIAC 2016 Arbitration Rules outlines the binding nature and enforceability of orders or Awards issued by an Emergency Arbitrator. Here is an analysis of this rule:

1. **Binding Effect of Emergency Arbitrator’s Orders/Awards:** This rule establishes that any order or Award issued by an Emergency Arbitrator pursuant to Schedule 1 of the SIAC 2016 Arbitration Rules is legally binding on the parties involved in the arbitration. This means that the parties are obligated to comply with the terms and directives set out in the order or Award.
2. **Immediate Compliance:** The rule emphasises the parties’ commitment to carrying out the interim order or Award without delay. This emphasises the importance of prompt action in implementing the relief granted by the Emergency Arbitrator, given its emergency nature and the often urgent circumstances under which such relief is sought.

3. **Waiver of Judicial Recourse:** The rule states that the parties agree to waive their rights to any form of appeal, review, or recourse to any State court or other judicial authority regarding the order or Award issued by the Emergency Arbitrator. This waiver restricts the parties from seeking further legal remedies or challenges against the Emergency Arbitrator’s decision through the judicial system.
4. **Enforcement of the Award:** The intention behind this provision is to promote the enforceability and finality of the Emergency Arbitrator’s decisions. It prevents parties from attempting to delay or challenge the implementation of the interim relief by resorting to lengthy and potentially duplicative court proceedings.

In summary, Rule 12 of Schedule 1 underscores the binding nature of orders and Awards issued by an Emergency Arbitrator under the SIAC 2016 Arbitration Rules. It also enforces the immediate compliance of the parties and restricts their ability to seek judicial recourse or challenge the decision in a court of law. This provision contributes to the effectiveness and efficiency of the emergency relief process in arbitration.

13. The costs associated with any application pursuant to this Schedule 1 may initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.

Rule 13 of Schedule 1 in the SIAC 2016 Arbitration Rules addresses the allocation of costs related to applications made under this emergency relief procedure. Here is an analysis of this rule:

1. **Cost Allocation by Emergency Arbitrator:** This rule allows the Emergency Arbitrator to initially apportion the costs associated with an application made under Schedule 1 of the SIAC 2016 Arbitration Rules. “Costs” here generally refer to the expenses incurred by the parties in connection with the emergency interim relief application, including legal fees, administrative fees, and other related expenses.
2. **Subject to Tribunal’s Power:** While the Emergency Arbitrator has the authority to make an initial determination regarding the allocation of costs, this rule emphasises that the Tribunal, once constituted, retains the ultimate power to definitively determine the distribution of costs associated with the emergency relief application.

In summary, Rule 13 of Schedule 1 provides a mechanism for addressing the costs associated with applications for emergency interim relief. The Emergency Arbitrator has the ability to initially allocate these costs, but the final authority rests with the Tribunal once it is constituted. This approach ensures a balanced and fair consideration of costs and reflects the hierarchical relationship between the Emergency Arbitrator and the full Tribunal.

14. These Rules shall apply as appropriate to any proceeding pursuant to this Schedule 1, taking into account the urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal, review or recourse. The Registrar may abbreviate any time limits under

these Rules in applications made pursuant to proceedings commenced under Rule 30.2 and Schedule 1.

Rule 14 of Schedule 1 in the SIAC 2016 Arbitration Rules outlines the application and procedural aspects that apply to emergency relief proceedings. Let us break down the key elements of this rule:

1. **Application of SIAC Rules:** This rule states that the provisions of the main SIAC Arbitration Rules shall apply as appropriate to proceedings under Schedule 1. The main SIAC Arbitration Rules are designed for regular arbitration proceedings, while Schedule 1 provides for emergency interim relief proceedings. Applying the main rules “as appropriate” indicates that certain modifications or adaptations may be necessary due to the urgency of the matter.
2. **Emergency Arbitrator’s Decision on Application:** The rule grants the Emergency Arbitrator the authority to determine how the main SIAC Arbitration Rules will be applied in the context of emergency relief proceedings. This recognition is important because emergency situations may require deviations from standard procedures to accommodate the need for swift resolution.
3. **Finality of Emergency Arbitrator’s Decisions:** This rule emphasises that the Emergency Arbitrator’s decisions on the manner in which SIAC Rules apply to emergency proceedings are final. In other words, these decisions are not subject to appeal, review, or any other form of recourse. This reinforces the notion that the urgency of emergency cases requires expedited decision-making.
4. **Abbreviation of Time Limits:** The Registrar, who administers the arbitration proceedings, is given the authority to reduce or “abbreviate” time limits specified in the SIAC Rules for proceedings initiated under Rule 30.2 and Schedule 1. This allowance recognises the need for quick resolution in emergency cases and grants flexibility to ensure that time-sensitive matters can be addressed promptly.

In summary, Rule 14 of Schedule 1 serves to adapt the application of the SIAC Arbitration Rules to emergency interim relief proceedings. It highlights the Emergency Arbitrator’s authority to determine the appropriate application of rules, underscores the finality of their decisions, and allows for the shortening of time limits to accommodate the urgent nature of these proceedings.

Schedule of Fees

(All sums stated are in Singapore dollars)

This Schedule of Fees is effective as of 1 August 2016 and is applicable to all arbitrations commenced on or after 1 August 2016.

Filing Fee+ (Non-Refundable)

Singapore Parties	S\$2,140*
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Overseas Parties	S\$2,000
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+ A filing fee is applicable to all arbitrations administered by SIAC, and to each claim or counterclaim.

*** Fee includes 7% GST.**

The “Filing Fee” is a component of the Schedule of Fees in the SIAC 2016 Arbitration Rules that parties are required to pay when initiating an arbitration under the administration of the Singapore International Arbitration Centre (SIAC). Let us break down the key points related to the Filing Fee:

1. **Application of Fee:** The Filing Fee is applicable to all arbitrations that are administered by SIAC. This fee is charged for each claim or counterclaim brought by the parties in the arbitration proceeding.
2. **Different Fee for Different Parties:** The Filing Fee varies depending on whether the parties involved in the arbitration are based in Singapore or are overseas parties. For Singaporean parties, the fee is S\$2,140, while for overseas parties, the fee is S\$2,000.
3. **Non-Refundable:** The Filing Fee is explicitly designated as “Non-Refundable,” meaning that once paid, it will not be returned to the paying party regardless of the outcome of the arbitration.
4. **Inclusion of GST:** For Singaporean parties, the fee includes a Goods and Services Tax (GST) of 7%. This additional charge is levied on top of the base fee and is a statutory requirement for taxable transactions in Singapore.
5. **Initiation of Arbitration:** The Filing Fee is a preliminary fee that marks the initiation of the arbitration process. When a party wishes to commence arbitration, they are required to pay this fee to SIAC.

Overall, the Filing Fee is a standard administrative charge that parties must pay to initiate an arbitration under the jurisdiction of SIAC. It ensures that the arbitration process is properly administered, covers initial administrative costs, and helps support the services provided by the SIAC in facilitating the resolution of disputes.

Administration Fees

The administration fee calculated in accordance with the Schedule below applies to all arbitrations administered by SIAC and is the maximum amount payable to SIAC.

Sum in Dispute (S\$)	Administration Fees (S\$)
Up to 50,000	3,800
50,001 to 100,000	3,800 + 2.200% excess over 50,000

100,001 to 500,000	4,900 + 1.200% excess over 100,000
500,001 to 1,000,000	9,700 + 1.000% excess over 500,000
1,000,001 to 2,000,000	14,700 + 0.650% excess over 1,000,000
2,000,001 to 5,000,000	21,200 + 0.320% excess over 2,000,000
5,000,001 to 10,000,000	30,800 + 0.160% excess over 5,000,000
10,000,001 to 50,000,000	38,800 + 0.095% excess over 10,000,000
50,000,001 to 80,000,000	76,800 + 0.040% excess over 50,000,000
80,000,001 to 100,000,000	88,800 + 0.031% excess over 80,000,000
Above 100,000,000	95,000

The administration fee does not include the following:

- Fees and expenses of the Tribunal;
- Usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms and equipment, transcription and interpretation services); and
- SIAC's administrative expenses.

SIAC will charge a minimum administration fee of S\$3,800, payable for all cases, unless the Registrar otherwise determines.

The "Administration Fees" section in the Schedule of Fees of the SIAC 2016 Arbitration Rules outlines the fees payable to the Singapore International Arbitration Centre (SIAC) for administering arbitrations. Here are the key points related to Administration Fees:

1. **Applicability:** The administration fee applies to all arbitrations administered by SIAC, regardless of the parties' location or the nature of the dispute.
2. **Calculation:** The administration fee is calculated based on the sum in dispute. The higher the sum in dispute, the higher the administration fee. The fee is a progressive percentage of the sum in dispute, with different rates applied to various ranges of dispute amounts.
3. **Excess Percentage:** For each range of dispute amounts, there is a specified percentage applied to the excess over the previous range. This encourages efficiency and cost-effectiveness in the administration of cases with larger sums in dispute.
4. **Minimum Fee:** SIAC charges a minimum administration fee of S\$3,800 for all cases, unless the Registrar determines otherwise. This minimum fee ensures that even cases involving relatively small sums in dispute contribute to the administrative costs of the arbitration.
5. **Exclusions:** The administration fee does not cover the following:

- a. Fees and expenses of the Tribunal (arbitrators);
 - b. Usage cost of facilities and support services for hearings (e.g., hearing rooms, equipment, transcription, interpretation services);
 - c. SIAC’s administrative expenses beyond the administration fee.
6. Upper Limit: The administration fee has a cap, denoted in the table as “Above 100,000,000,” where the fee remains fixed at S\$95,000 for dispute amounts exceeding S\$100,000,000.
 7. Flexibility: The administration fee structure allows for flexibility and affordability, as it considers the sum in dispute. It encourages parties to contribute to the costs of administering their dispute in proportion to its complexity and value.

The Administration Fees serve to cover SIAC’s operational costs related to managing the arbitration process, ensuring efficient case management, and providing administrative support to the parties and the Tribunal. The structure of the fees encourages parties to select an appropriate dispute resolution forum based on their financial considerations while contributing to the costs of the arbitration process.

Arbitrator’s Fees

For arbitrations conducted pursuant to and administered under these Rules, the fee calculated in accordance with the Schedule below is the maximum amount payable to each arbitrator, unless the parties have agreed to an alternative method of determining the Tribunal’s fees pursuant to Rule 34.1.

Sum in Dispute (S\$)	Arbitrator’s Fees (S\$)
Up to 50,000	6,250
50,001 to 100,000	6,250 + 13.800% excess over 50,000
100,001 to 500,000	13,150 + 6.500% excess over 100,000
500,001 to 1,000,000	39,150 + 4.850% excess over 500,000
1,000,001 to 2,000,000	63,400 + 2.750% excess over 1,000,000
2,000,001 to 5,000,000	90,900 + 1.200% excess over 2,000,000
5,000,001 to 10,000,000	126,900 + 0.700% excess over 5,000,000
10,000,001 to 50,000,000	161,900 + 0.300% excess over 10,000,000
50,000,001 to 80,000,000	281,900 + 0.160% excess over 50,000,000
80,000,001 to 100,000,000	329,900 + 0.075% excess over 80,000,000

100,000,001 to 500,000,000	344,900 + 0.065% excess over 100,000,000
Above 500,000,000	605,000 + 0.040% excess over 500,000,000 up to a maximum of 2,000,000

The “Arbitrator’s Fees” section in the Schedule of Fees of the SIAC 2016 Arbitration Rules outlines the fees payable to arbitrators for their services in arbitrations conducted pursuant to and administered under these Rules. Here are the key points related to Arbitrator’s Fees:

1. **Applicability:** The arbitrator’s fee structure applies to arbitrations conducted and administered under the SIAC 2016 Arbitration Rules.
2. **Calculation:** The arbitrator’s fee is calculated based on the sum in dispute. The fee increases as the sum in dispute increases. The fee is a progressive percentage of the sum in dispute, with different rates applied to various ranges of dispute amounts.
3. **Excess Percentage:** For each range of dispute amounts, there is a specified percentage applied to the excess over the previous range. This progressive structure encourages efficiency in resolving cases with higher sums in dispute.
4. **Upper Limit:** The maximum fee that an arbitrator can receive is capped, and this cap varies depending on the range of dispute amounts. For disputes exceeding S\$500,000,000, the maximum fee is S\$605,000 plus an additional percentage based on the excess over S\$500,000,000, up to a maximum sum in dispute of S\$2,000,000.
5. **Flexibility:** The fee structure ensures that arbitrator compensation is proportionate to the complexity and value of the dispute. This encourages arbitrators to efficiently manage cases and deliver timely decisions.
6. **Exclusions:** The arbitrator’s fee does not include other expenses associated with the arbitration, such as administrative fees, facility costs, or support services for hearings.
7. **Alternative Agreements:** The parties have the flexibility to agree to an alternative method of determining the Tribunal’s fees pursuant to Rule 34.1. This allows parties to tailor the fee structure to their preferences or unique circumstances.

The Arbitrator’s Fees serve to compensate arbitrators for their expertise, time, and effort in resolving disputes through arbitration. The fee structure is designed to incentivise arbitrators to manage cases efficiently, provide parties with fair and impartial decisions, and encourage the selection of arbitration as a dispute resolution mechanism. It ensures that the compensation of arbitrators is reasonable and aligned with the value of the dispute being resolved.

Emergency Interim Relief Fees

The following fees shall be payable in an application for emergency interim relief under Rule 30.2 and Schedule 1 to these Rules:

An application under Rule 30.2 and Schedule 1 must be accompanied by a payment of the following:

1. Administration Fee for Emergency Arbitrator Applications (Non-Refundable):

Singapore Parties	S\$5,350*
Overseas Parties	S\$5,000

** Fee includes 7% GST.*

2. Emergency Arbitrator’s Fees and Deposits: The deposits towards the Emergency Arbitrator’s fees and expenses shall be fixed at S\$30,000, unless the Registrar determines otherwise pursuant to Schedule 1 to these Rules. The Emergency Arbitrator’s fees shall be fixed at S\$25,000, unless the Registrar determines otherwise pursuant to Schedule 1 to these Rules.

The “Emergency Interim Relief Fees” section in the Schedule of Fees of the SIAC 2016 Arbitration Rules outlines the fees payable in an application for emergency interim relief under Rule 30.2 and Schedule 1 to these Rules. Here are the key points related to Emergency Interim Relief Fees:

1. **Administration Fee for Emergency Arbitrator Applications:** An application for emergency interim relief under Rule 30.2 and Schedule 1 must be accompanied by a non-refundable administration fee. The fee varies based on whether the parties are Singaporean or overseas parties. For Singapore parties, the fee is S\$5,350 (inclusive of 7% GST), and for overseas parties, the fee is S\$5,000.
2. **Emergency Arbitrator’s Fees and Deposits:** In addition to the administration fee, the applicant must pay deposits and fees related to the Emergency Arbitrator’s role. The following breakdown applies:
 - a. **Deposits:** The deposits towards the Emergency Arbitrator’s fees and expenses are fixed at S\$30,000. However, the Registrar has the authority to determine a different deposit amount pursuant to Schedule 1 to these Rules.
 - b. **Emergency Arbitrator’s Fees:** The Emergency Arbitrator’s fees are fixed at S\$25,000. Similar to deposits, the Registrar has the authority to determine different fee amounts pursuant to Schedule 1 to these Rules.

These fees and deposits associated with emergency interim relief applications are designed to cover the administrative costs of handling such applications and compensating the Emergency Arbitrator for their prompt attention and decision-making. The fee structure incentivises parties to carefully consider

the urgency and necessity of seeking emergency relief while ensuring that the costs are commensurate with the value and significance of the relief being sought. The Registrar’s authority to determine different deposit and fee amounts allows for flexibility based on specific circumstances or complexities of the case.

Overall, the Emergency Interim Relief Fees aim to strike a balance between providing parties with a mechanism for swift relief and ensuring that the costs associated with such applications are reasonable and justifiable.

Challenge Fee (Non-Refundable)

A party submitting a notice of challenge shall make payment of the following challenge fee pursuant to Rule 15.3:

Singapore Parties	S\$8,560*
Overseas Parties	S\$8,000

*** Fee includes 7% GST.**

The “Challenge Fee (Non-Refundable)” section in the Schedule of Fees of the SIAC 2016 Arbitration Rules outlines the fee payable by a party submitting a notice of challenge under Rule 15.3. Here are the key points related to the Challenge Fee:

1. **Purpose of the Fee:** The challenge fee is intended to cover the administrative costs associated with processing a notice of challenge. A challenge fee is levied when a party seeks to challenge an arbitrator’s appointment based on concerns related to impartiality or independence.
2. **Fee Amount:** The amount of the challenge fee varies based on whether the challenging party is a Singaporean or an overseas party. For Singapore parties, the fee is S\$8,560 (inclusive of 7% GST), and for overseas parties, the fee is S\$8,000.
3. **Non-Refundable:** The challenge fee is non-refundable, meaning that it is paid by the party when submitting the notice of challenge and will not be returned regardless of the outcome of the challenge. This underscores the seriousness of the challenge process and the need for parties to carefully consider the decision to challenge an arbitrator.
4. **Administrative Cost:** The fee helps cover the administrative expenses associated with handling the challenge process, which may involve assessing the grounds for challenge, notifying relevant parties, and managing any subsequent procedures related to the challenge.
5. **GST Inclusion:** The fee includes a 7% Goods and Services Tax (GST) for Singapore parties. This is a standard practice for taxation in many jurisdictions.

In summary, the Challenge Fee serves as a mechanism to cover the administrative expenses and resources involved in managing the process of challenging an arbitrator's appointment. It aims to ensure that parties consider challenges carefully and only raise them when there are valid concerns about the impartiality or independence of the arbitrator. The fee structure helps maintain the integrity of the challenge process while managing administrative costs effectively.

Other Fees

Arb-Med-Arb Fees

Arbitration		S\$2,000
Arb-Med-Arb	Singapore Parties	SIAC S\$2,140* + SIMC S\$1,000 = S\$3,140
	Overseas Parties	SIAC S\$2,000 + SIMC S\$1,000 = S\$3,000

*** SIAC Fee includes GST (7%).**

The “Arb-Med-Arb Fees” section in the Schedule of Fees of the SIAC 2016 Arbitration Rules outlines the fees associated with the Arb-Med-Arb process. Here are the key points related to these fees:

1. **Arb-Med-Arb Process:** The Arb-Med-Arb process involves a combination of arbitration and mediation to resolve disputes. It begins with arbitration, followed by mediation, and then the arbitration continues if mediation does not result in a settlement. This process aims to provide parties with both an adversarial and a cooperative approach to dispute resolution.
2. **Arbitration Fee:** For the arbitration phase of the Arb-Med-Arb process, there is a fixed fee of S\$2,000. This fee covers the costs associated with initiating and conducting the arbitration proceedings.
3. **Arb-Med-Arb Fee for Singapore Parties:** For Singapore parties participating in the Arb-Med-Arb process, there is a combined fee involving both the Singapore International Arbitration Centre (SIAC) and the Singapore International Mediation Centre (SIMC). The SIAC fee is S\$2,140, which includes a 7% Goods and Services Tax (GST), and the SIMC fee is S\$1,000. Therefore, the total fee for Singapore parties in the Arb-Med-Arb process is S\$3,140.
4. **Arb-Med-Arb Fee for Overseas Parties:** Overseas parties participating in the Arb-Med-Arb process also have a combined fee involving both SIAC and SIMC. The SIAC fee is S\$2,000, and the SIMC fee is S\$1,000. Therefore, the total fee for overseas parties in the Arb-Med-Arb process is S\$3,000.
5. **GST Inclusion:** The SIAC fee for Arb-Med-Arb includes a 7% GST. GST is a common form of taxation in many jurisdictions and is applied to the fee as part of the total cost.

In summary, the Arb-Med-Arb Fees cover the costs associated with the unique Arb-Med-Arb process, which combines arbitration and mediation for dispute resolution. The fees are structured to account for the participation of both SIAC and SIMC in facilitating the process. The inclusion of GST and the differentiation between Singapore parties and overseas parties reflect considerations related to taxation and jurisdiction.

Appointment Fees (Non-Refundable)

The appointment fee is payable where a request for appointment of arbitrator(s) is made in an *ad hoc* case. The fee is payable by the party requesting the appointment. A request for appointment must be accompanied by payment of the appointment fee prescribed below.

	1 arbitrator	2 arbitrator	3 arbitrator
Singapore Parties	S\$3,210*	S\$4,280*	S\$5,350*
Overseas Parties	S\$3,000	S\$4,000	S\$5,000

*** SIAC Fee include 7% GST.**

The “Appointment Fees (Non-Refundable)” section in the Schedule of Fees of the SIAC 2016 Arbitration Rules outlines the fees associated with the appointment of arbitrators in ad hoc cases. Here are the key points related to these fees:

1. **Appointment Fee Purpose:** The appointment fee is applicable when a party requests the appointment of arbitrator(s) in an ad hoc arbitration case. The fee is paid by the party making the request and serves to cover the administrative costs associated with the appointment process.
2. **Fee Structure:** The amount of the appointment fee varies depending on the number of arbitrators being appointed. The fee is determined based on whether the arbitration will be conducted by a sole arbitrator, a panel of two arbitrators, or a panel of three arbitrators.
3. **Differentiation Between Singapore and Overseas Parties:** The fee structure is different for Singapore parties and overseas parties. Singapore parties are subject to fees that include a 7% Goods and Services Tax (GST), while overseas parties are subject to fixed fees without GST.
4. **Appointment Fee Amounts:** The appointment fee amounts for different scenarios are as follows:
 - a. 1 arbitrator for Singapore parties: S\$3,210 (including 7% GST)
 - b. 1 arbitrator for overseas parties: S\$3,000
 - c. 2 arbitrators for Singapore parties: S\$4,280 (including 7% GST)
 - d. 2 arbitrators for overseas parties: S\$4,000
 - e. 3 arbitrators for Singapore parties: S\$5,350 (including 7% GST)

- f. 3 arbitrators for overseas parties: S\$5,000
- 5. GST Inclusion: For Singapore parties, the fees include a 7% GST. GST is a common form of taxation in many jurisdictions and is applied to the fee as part of the total cost.

In summary, the Appointment Fees cover the administrative costs related to the appointment of arbitrators in ad hoc arbitration cases. The fees vary based on the number of arbitrators being appointed and whether the party making the request is located in Singapore or overseas. The inclusion of GST for Singapore parties reflects taxation considerations, while fixed fees for overseas parties simplify the fee structure for them.

Assessment or Taxation Fees

At the end of an arbitration, or after an issue has been decided in the course of the arbitration, the arbitrator usually makes an order for the legal cost incurred by a party (or a part of the legal cost) to be paid by the other party. The arbitrator usually fixes the amount of the cost to be paid.

SIAC prefers that the arbitrator does so. But if he or she does not do so, and the parties cannot agree on the amount, the Registrar of SIAC may be asked to assess the amount for the parties. This process is sometimes called “taxation” of costs. The party that requires the Registrar’s services pays a fee according to the amount of costs claimed.

Sum in Dispute (S\$)	Administration Fee (S\$)
Up to 50,000	5,000
50,001 – 100,000	5,000 + 2% of excess over 50,000
100,001 – 250,000	6,000 + 1.5% of excess over 100,000
250,001 – 500,000	8,250 + 1% of excess over 250,000
500,001 – 1,000,000	10,750 + 0.5% of excess over 500,000
Above 1,000,000	13,250 + 0.25% of excess over 1,000,000
Maximum	25,000

- **The fee is payable at the time of request for taxation.**
- **The above fees do not include 7% GST as may be applicable.**
- **The above schedule of assessment or taxation fees is effective as of 1 August 2015.**

The “Assessment or Taxation Fees” section in the Schedule of Fees of the SIAC 2016 Arbitration Rules pertains to the fees associated with the process of assessing or taxing costs at the end of an arbitration. Here is a breakdown of the key points related to these fees:

1. **Purpose of Assessment or Taxation Fees:** When an arbitrator orders a party to pay legal costs incurred by another party, the arbitrator usually fixes the amount of the costs. However, if the arbitrator does not provide this assessment, or if the parties cannot agree on the amount, the Registrar of SIAC can be asked to assess or tax the costs. This assessment process is known as “taxation” of costs. The party seeking this service pays a fee based on the amount of costs claimed.
2. **Fee Calculation:** The amount of the assessment or taxation fee depends on the sum in dispute for which the costs are being assessed. The fee is calculated as follows:
 - a. Up to 50,000: 5,000
 - b. 50,001 to 100,000: 5,000 + 2% of the excess over 50,000
 - c. 100,001 to 250,000: 6,000 + 1.5% of the excess over 100,000
 - d. 250,001 to 500,000: 8,250 + 1% of the excess over 250,000
 - e. 500,001 to 1,000,000: 10,750 + 0.5% of the excess over 500,000
 - f. Above 1,000,000: 13,250 + 0.25% of the excess over 1,000,000
 - g. Maximum fee: 25,000
3. **Payment Timing:** The assessment or taxation fee is payable at the time of requesting the assessment service.
4. **GST Exclusion:** The fee schedule provided does not include the 7% Goods and Services Tax (GST), which may be applicable in certain cases.
5. **Effective Date:** The schedule of assessment or taxation fees provided is effective as of 1 August 2015.

In summary, the Assessment or Taxation Fees cover the cost of the assessment or taxation process for legal costs at the end of an arbitration. The fee is based on the sum in dispute and is payable by the party requesting the assessment service. The schedule of fees is designed to reflect the complexity and scale of the dispute, with higher fees for larger sums in dispute.

SIAC Model Clause

(Revised as of 1 September 2015)

In drawing up international contracts, we recommend that parties include the following arbitration clause:

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 _____.

Applicable Law Clause

Parties should also include an applicable law clause. The following is recommended:

This contract is governed by the laws of _____***.

** 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.*

The “SIAC Model Clause” provided in the SIAC 2016 Arbitration Rules is a recommended arbitration clause that parties can include in their international contracts. This clause outlines the framework for resolving disputes through arbitration under the Singapore International Arbitration Centre (SIAC) and incorporates key details about the arbitration process. Here is an analysis of the key elements of the SIAC Model Clause:

1. **Scope of Disputes:** The clause states that any dispute arising out of or in connection with the contract, including questions about its existence, validity, or termination, shall be subject to arbitration. This language ensures that a broad range of disputes can be submitted to arbitration.
2. **Reference to SIAC:** The clause designates the Singapore International Arbitration Centre (SIAC) as the administering institution for the arbitration. This means that SIAC’s rules and procedures will govern the arbitration process.

3. **Incorporation by Reference:** The clause states that the arbitration will be conducted in accordance with the Arbitration Rules of SIAC that are in force at the time of the dispute. By incorporating the rules by reference, parties agree to be bound by SIAC’s procedural and administrative framework.
4. **Seat of Arbitration:** The clause specifies that the seat of arbitration shall be in Singapore. However, parties have the flexibility to replace “[Singapore]” with the name of an alternative city and country if they wish to have a different arbitration seat.
5. **Tribunal Composition:** The clause provides a blank space for the parties to specify the number of arbitrators that will constitute the Tribunal. This customisation allows parties to choose whether the Tribunal will consist of a single arbitrator or a panel of three arbitrators.
6. **Language of Arbitration:** The clause includes a blank space for specifying the language in which the arbitration proceedings will be conducted. This allows parties to determine the language that is most suitable for their proceedings.
7. **Customisability:** The clause is designed to be adaptable to the parties’ needs. It provides blank spaces for key details such as the seat of arbitration, the number of arbitrators, and the language of arbitration.
8. **Recommended Use:** The clause is recommended for use in international contracts and reflects a widely accepted approach to dispute resolution in international business transactions.

In summary, the SIAC Model Clause provides parties with a comprehensive and recommended framework for resolving disputes through arbitration under the Singapore International Arbitration Centre (SIAC). It is flexible, allowing customisation of key elements to fit the specific circumstances of the contract. This clause is particularly useful for parties engaged in cross-border transactions who seek a reliable and established arbitration mechanism for dispute resolution.

Expedited Procedure Model Clause

(Revised as of 1 September 2015)

In drawing up international contracts, we recommend that parties include the following arbitration clause:

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 parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules.

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

The Tribunal shall consist of one arbitrator.

The language of the arbitration shall be _____.

See Applicable Law clause recommendation on previous page

** 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]”).*

The “Expedited Procedure Model Clause” provided in the SIAC 2016 Arbitration Rules is a recommended arbitration clause that parties can include in their international contracts when they wish to utilise the expedited procedure for resolving disputes through arbitration under the Singapore International Arbitration Centre (SIAC). This clause outlines the framework for expedited arbitration and incorporates essential details about the arbitration process. Here is an analysis of the key elements of the Expedited Procedure Model Clause:

1. **Scope of Disputes:** Similar to the SIAC Model Clause, this clause states that any dispute arising out of or in connection with the contract, including questions about its existence, validity, or termination, shall be subject to arbitration.
2. **Reference to SIAC:** Like the SIAC Model Clause, this clause designates the Singapore International Arbitration Centre (SIAC) as the administering institution for the arbitration. The arbitration process will be governed by SIAC’s Arbitration Rules in force at the time of the dispute.
3. **Incorporation by Reference:** The clause incorporates the SIAC Rules by reference, indicating that the arbitration will be conducted according to SIAC’s procedural and administrative framework.
4. **Expedited Procedure:** This clause explicitly states that any arbitration commenced pursuant to this clause will be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The Expedited Procedure is designed to expedite the arbitration process, making it more time and cost-effective.
5. **Seat of Arbitration:** Similar to the SIAC Model Clause, this clause specifies that the seat of arbitration shall be in Singapore. Parties can replace “[Singapore]” with an alternative city and country if they choose a different arbitration seat.

6. **Tribunal Composition:** The clause provides that the Tribunal shall consist of a single arbitrator. Unlike the SIAC Model Clause, which allows customisation of the number of arbitrators, this clause specifies a single arbitrator.
7. **Language of Arbitration:** As in the SIAC Model Clause, this clause includes a blank space for specifying the language in which the arbitration proceedings will be conducted.
8. **Customisability:** The clause is customisable to some extent, allowing parties to specify the seat of arbitration, the language of arbitration, and the applicable law.
9. **Expedited Procedure Focus:** The key feature of this clause is its emphasis on the Expedited Procedure available under SIAC's rules. This procedure is designed for cases of lower complexity and lower value, aiming to streamline the arbitration process.

In summary, the Expedited Procedure Model Clause provides parties with a recommended framework for expedited arbitration under the Singapore International Arbitration Centre (SIAC). This clause is particularly suitable for parties seeking a quicker and more cost-effective resolution of their disputes, especially in cases of lower complexity and value. By incorporating the Expedited Procedure, parties can tailor their arbitration process to meet their specific needs while benefiting from the expertise of SIAC's arbitration framework.

SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”)

(As of 5 November 2014)

1. **This AMA Protocol shall apply to all disputes submitted to the Singapore International Arbitration Centre (“SIAC”) for resolution under the Singapore Arb-Med-Arb Clause or other similar clause (“AMA Clause”) and/or any dispute which parties have agreed to submit for resolution under this AMA Protocol. Under the AMA Protocol, parties agree that any dispute settled in the course of the mediation at the Singapore International Mediation Centre (“SIMC”) shall fall within the scope of their arbitration agreement.**

Rule 1 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) outlines the scope and applicability of the protocol to the resolution of disputes. Let us break down and analyse the key components of this rule:

1. **Applicability to Disputes:** The rule states that the AMA Protocol applies to two types of disputes:
 - a. Disputes submitted to the Singapore International Arbitration Centre (SIAC) for resolution under the Singapore Arb-Med-Arb Clause or similar clauses (“AMA Clause”).
 - b. Disputes that parties have agreed to submit for resolution under the AMA Protocol, regardless of whether the disputes arise from an AMA Clause.

Analysis: This section makes it clear that the protocol is meant to cover disputes that fall within the specified criteria. The AMA Clause is typically included in contracts to provide a process where arbitration is followed by mediation and then, if necessary, arbitration is resumed. The rule also allows parties to agree to apply the protocol to disputes even if they do not have an AMA Clause in their contract.

2. **Scope of Arbitration Agreement:** The rule establishes that under the AMA Protocol, any dispute that is settled during the mediation process at the Singapore International Mediation Centre (SIMC) will still fall within the scope of the parties’ original arbitration agreement.

Analysis: This is a crucial aspect of the rule. It ensures that if parties are able to reach a settlement during the mediation phase at SIMC, that settlement does not nullify their original arbitration agreement. In other words, if mediation leads to a resolution, but the resolution is not fully executed, the arbitration process can still be used to enforce the terms of the original agreement. This helps to ensure continuity in the dispute resolution process and avoids having the entire process restart if mediation is successful.

Overall, Rule 1 of the AMA Protocol sets the foundation for the protocol’s application to specific types of disputes and clarifies the relationship between arbitration and mediation. It offers flexibility by allowing parties to opt into the protocol even if they do not have an AMA Clause in their contract, and it ensures that any settlements reached during mediation do not affect the enforceability of the parties’ original arbitration agreement. This rule promotes a comprehensive and integrated approach to dispute resolution, combining arbitration and mediation in a seamless manner.

2. **A party wishing to commence an arbitration under the AMA Clause shall file with the Registrar of SIAC a notice of arbitration in accordance with the arbitration rules applicable to the arbitration proceedings (“Arbitration Rules”), which Arbitration Rules shall be either: (i) the Arbitration Rules of the SIAC (as may be revised from time to time); or (ii) the UNCITRAL Arbitration Rules (as may be revised from time to time) where parties have agreed that SIAC shall administer such arbitration.**

Rule 2 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) outlines the procedure for commencing an arbitration under the AMA Clause. Let us analyse the key components of this rule:

1. **Notice of Arbitration:** The rule states that a party wishing to initiate an arbitration under the AMA Clause must file a “notice of arbitration” with the Registrar of the Singapore International Arbitration Centre (SIAC). This notice serves as the formal commencement of the arbitration proceedings.

Analysis: This requirement ensures that the arbitration process is initiated formally and that all parties are aware that a dispute resolution procedure has been triggered. The notice of arbitration typically includes important details such as the names and contact information of the parties, a brief description of the dispute, and the relief sought.

2. **Applicable Arbitration Rules:** The rule stipulates that the arbitration proceedings must be conducted in accordance with arbitration rules that are applicable to the case. These rules can either be the Arbitration Rules of the SIAC (as they may be revised from time to time) or the UNCITRAL Arbitration Rules (as they may be revised from time to time) if the parties have agreed that SIAC will administer the arbitration.

Analysis: This section emphasises the importance of following established arbitration rules to ensure a fair and consistent process. The SIAC Arbitration Rules are specific to the SIAC’s procedures, while the UNCITRAL Arbitration Rules are more widely recognised and accepted internationally. The choice of rules depends on the parties’ agreement and their preference for administration by SIAC or a more neutral UNCITRAL administration. This choice can have implications on the procedural aspects of the arbitration.

In summary, Rule 2 of the AMA Protocol provides clear instructions for initiating an arbitration under the AMA Clause. It highlights the importance of notifying the SIAC about the commencement of the arbitration and specifies the applicable arbitration rules. By doing so, the rule ensures that the arbitration process begins formally and is conducted in accordance with recognised and accepted arbitration standards, contributing to a transparent and effective dispute resolution process.

3. **The Registrar of SIAC will inform SIMC of the arbitration commenced pursuant to an AMA Clause within 4 working days from the commencement of the arbitration, or within 4 working days from the agreement of the parties to refer their dispute to mediation under the AMA Protocol. SIAC will send to SIMC a copy of the notice of arbitration.**

Rule 3 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) addresses the communication between the Singapore International Arbitration Centre (SIAC) and the Singapore International Mediation Centre (SIMC) regarding arbitration proceedings initiated under the AMA Clause. Let us break down and analyse the key components of this rule:

1. **Communication to SIMC:** The rule states that the Registrar of SIAC is responsible for informing SIMC about the commencement of an arbitration pursuant to an AMA Clause. This communication should occur within a specific timeframe—either within four working days from the start of the arbitration proceedings or within four working days from the parties’ agreement to refer their dispute to mediation under the AMA Protocol.

Analysis: This communication requirement serves as an important step in the coordination between arbitration and mediation processes. It ensures that SIMC is aware of the ongoing arbitration, especially if the parties later agree to pursue mediation under the AMA Protocol. By keeping SIMC informed, there can be a smoother transition between arbitration and mediation phases, allowing for better planning and scheduling of mediation proceedings.

2. **Sharing of Information:** The rule further specifies that SIAC will provide SIMC with a copy of the “notice of arbitration.” The notice of arbitration is a key document that initiates the arbitration proceedings and includes important information about the parties and the dispute.

Analysis: Sharing the notice of arbitration with SIMC allows for transparency and informed decision-making during the mediation phase. Having access to this information can help SIMC understand the nature of the dispute and tailor the mediation process accordingly. It can also aid in identifying potential areas of agreement or contention, contributing to a more effective mediation process.

In summary, Rule 3 of the AMA Protocol establishes a mechanism for communication between SIAC and SIMC regarding arbitration proceedings initiated under the AMA Clause. This coordination ensures that both institutions are aware of the ongoing dispute resolution process and can work together to facilitate a seamless transition between arbitration and mediation phases. Sharing the notice of arbitration with SIMC promotes transparency and enhances the mediation process by providing relevant information about the dispute to the mediation centre.

4. The Tribunal shall be constituted by SIAC in accordance with the Arbitration Rules and/or the parties’ arbitration agreement.

Rule 4 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) addresses the constitution of the arbitration tribunal in the context of disputes subject to the AMA Protocol. Let us analyse the key components of this rule:

1. **Constitution of the Tribunal:** The rule states that the arbitration tribunal, which is responsible for adjudicating the dispute, will be constituted by the Singapore International Arbitration Centre (SIAC).

Analysis: The constitution of the arbitration tribunal is a crucial aspect of the arbitration process. The tribunal consists of one or more arbitrators who are impartial and experienced in the relevant field. By assigning the responsibility of constituting the tribunal to SIAC, the rule ensures that the appointment process is carried out in a fair and transparent manner. This helps maintain the credibility and integrity of the arbitration proceedings.

2. Compliance with Arbitration Rules and Agreement: The rule further specifies that the constitution of the tribunal will be done in accordance with both the Arbitration Rules and the parties' arbitration agreement.

Analysis: This aspect underscores the importance of adhering to the agreed-upon arbitration rules and the parties' arbitration agreement. The choice of arbitration rules and the agreement of the parties determine various aspects of the arbitration process, including the number of arbitrators, their qualifications, and the procedural rules that will apply. By ensuring compliance with these elements, the rule helps maintain consistency and predictability in the dispute resolution process.

In summary, Rule 4 of the AMA Protocol establishes the procedure for constituting the arbitration tribunal in disputes subject to the protocol. The rule emphasises that SIAC is responsible for this task and that the constitution of the tribunal must align with both the chosen arbitration rules and the parties' arbitration agreement. This approach promotes a fair and structured arbitration process, giving parties confidence in the appointment of arbitrators and the adherence to established procedures.

5. **The Tribunal shall, after the exchange of the Notice of Arbitration and Response to the Notice of Arbitration, stay the arbitration and inform the Registrar of SIAC that the case can be submitted for mediation at SIMC. The Registrar of SIAC will send the case file with all documents lodged by the parties to SIMC for mediation at SIMC. Upon SIMC's receipt of the case file, SIMC will inform the Registrar of SIAC of the commencement of mediation at SIMC (the "Mediation Commencement Date") pursuant to the SIMC Mediation Rules. All subsequent steps in the arbitration shall be stayed pending the outcome of mediation at SIMC.**

Rule 5 of the SIAC-SIMC Arb-Med-Arb Protocol ("AMA Protocol") outlines the procedure for initiating mediation after the exchange of the Notice of Arbitration and Response to the Notice of Arbitration in disputes subject to the protocol. Let us analyse the key components of this rule:

1. Initiating Mediation: The rule states that after the exchange of the Notice of Arbitration and Response to the Notice of Arbitration, the arbitration tribunal shall stay the arbitration proceedings. It informs the Registrar of the Singapore International Arbitration Centre (SIAC) that the case can be submitted for mediation at the Singapore International Mediation Centre (SIMC).

Analysis: This provision highlights the integrated approach of the AMA Protocol, where arbitration is followed by mediation. The arbitration tribunal plays a key role in initiating the mediation process by staying the arbitration proceedings. This allows the parties an opportunity to attempt to settle their dispute through mediation, potentially saving time and costs associated with prolonged arbitration.

2. Transmission of Case File: According to the rule, after the tribunal informs the Registrar of SIAC about the potential for mediation, SIAC will send the complete case file, including all documents submitted by the parties, to SIMC for the mediation process.

Analysis: This step ensures that all relevant information is available to SIMC for the mediation process. Having access to the case file allows the mediators at SIMC to understand the details of the dispute and facilitate effective mediation discussions.

3. **Mediation Commencement and Stay of Arbitration:** Once SIMC receives the case file, it will inform the Registrar of SIAC about the commencement of mediation, known as the “Mediation Commencement Date,” pursuant to the SIMC Mediation Rules. It is stated that all subsequent steps in the arbitration proceedings will be stayed pending the outcome of the mediation at SIMC.

Analysis: This aspect highlights the importance of the mediation process in the sequence of events. The stay of arbitration proceedings during mediation allows parties to focus on resolving their dispute through mediation. If mediation leads to a resolution, parties may avoid the need to continue with arbitration, thereby achieving a quicker and potentially more amicable resolution.

In summary, Rule 5 of the AMA Protocol outlines the transition from arbitration to mediation. It emphasises the importance of initiating mediation after the exchange of initial arbitration documents and explains the procedural steps involved. The rule underlines the coordinated approach of the protocol, where the arbitration tribunal, SIAC, and SIMC work together to facilitate a structured and effective dispute resolution process that combines arbitration and mediation.

6. **The mediation conducted under the auspices of SIMC shall be completed within 8 weeks from the Mediation Commencement Date, unless, the Registrar of SIAC in consultation with the SIMC extends the time. For the purposes of calculating any time period in the arbitration proceeding, the time period will stop running at the Mediation Commencement Date and resume upon notification of the Registrar of SIAC to the Tribunal of the termination of the mediation proceeding.**

Rule 6 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) provides guidance on the timeline and coordination between mediation and arbitration proceedings within the context of the protocol. Let us analyse the key components of this rule:

1. **Mediation Timeframe:** The rule stipulates that the mediation conducted under the auspices of the Singapore International Mediation Centre (SIMC) must be completed within 8 weeks from the Mediation Commencement Date. However, the rule also allows for an extension of this timeframe if the Registrar of the Singapore International Arbitration Centre (SIAC), in consultation with SIMC, deems it necessary.

Analysis: This provision emphasises the importance of efficiency in the mediation process. The specified timeframe encourages timely and focused efforts toward resolution. However, the flexibility to extend the time recognises that some disputes may require more time for successful mediation. The collaboration between SIAC and SIMC in deciding whether to extend the time ensures a balanced approach to managing the mediation process.

2. **Effect on Arbitration Time Periods:** The rule also addresses the impact of the mediation process on the timing of the arbitration proceedings. It states that the time period for calculating various timeframes in the arbitration proceedings will be suspended at the

Mediation Commencement Date. The time period will resume only after the Registrar of SIAC notifies the arbitration tribunal about the termination of the mediation process.

Analysis: This provision highlights the interconnected nature of the arbitration and mediation processes under the protocol. By suspending the running of time periods during mediation, the rule prevents any undue prejudice to parties due to the temporary pause in arbitration proceedings. It also prevents any confusion that might arise if arbitration deadlines were to coincide with mediation efforts.

In summary, Rule 6 of the AMA Protocol sets out the timeframes for the mediation process and clarifies its relationship with the timing of arbitration proceedings. The rule emphasises efficiency in mediation while allowing for flexibility through potential extensions. The provision that suspends the running of time periods in arbitration during mediation ensures a smooth transition between the two phases and prevents any adverse impact on the arbitration proceedings due to the mediation process.

7. **At the termination of the 8-week period (unless the deadline is extended by the Registrar of SIAC) or in the event the dispute cannot be settled by mediation either partially or entirely at any time prior to the expiration of the 8-week period, SIMC shall promptly inform the Registrar of SIAC of the outcome of the mediation, if any.**

Rule 7 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) outlines the actions that should be taken at the conclusion of the 8-week mediation period or in the event that the dispute cannot be fully or partially resolved through mediation. Let us analyse the key components of this rule:

1. **Conclusion of Mediation Period:** The rule specifies that at the end of the 8-week mediation period, unless the Registrar of the Singapore International Arbitration Centre (SIAC) extends the deadline, or if the dispute cannot be settled through mediation either partially or entirely before the expiration of the 8-week period, the Singapore International Mediation Centre (SIMC) has a responsibility.

Analysis: This aspect underscores the predetermined timeframe for the mediation process and the role of SIMC in adhering to it. The rule sets the stage for the next steps based on whether the dispute is resolved or not within the mediation period.

2. **Notification to SIAC:** The rule states that SIMC must promptly inform the Registrar of SIAC of the outcome of the mediation, if any, once the 8-week period concludes or if the mediation ends without a resolution.

Analysis: This requirement ensures that SIAC remains informed of the progress and outcomes of the mediation process. Whether the dispute is settled, partially settled, or not settled at all, SIAC needs this information to effectively manage the arbitration proceedings that might follow. This information is crucial for coordination and further decision-making.

In summary, Rule 7 of the AMA Protocol outlines the necessary actions and communication at the end of the 8-week mediation period or when mediation does not result in a settlement. The rule highlights the importance of promptly informing SIAC about the outcome of the mediation process, ensuring transparency and effective communication between SIMC and SIAC. This step is crucial for managing

the transition between mediation and any potential arbitration proceedings that might follow, maintaining a streamlined and organised dispute resolution process.

- 8. In the event that the dispute has not been settled by mediation either partially or entirely, the Registrar of SIAC will inform the Tribunal that the arbitration proceeding shall resume. Upon the date of the Registrar’s notification to the Tribunal, the arbitration proceeding in respect of the dispute or remaining part of the dispute (as the case may be) shall resume in accordance with the Arbitration Rules.**

Rule 8 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) deals with the scenario where a dispute is not resolved through the mediation process and addresses the resumption of arbitration proceedings. Let us analyse the key components of this rule:

1. **Failure to Settle Through Mediation:** The rule addresses the situation where mediation does not result in a settlement, whether partially or entirely. This can happen if the parties are unable to reach a resolution during the mediation process.

Analysis: This highlights the possibility that mediation may not always lead to a successful resolution. The rule acknowledges that the mediation process might not be effective in every case and provides a clear course of action for such instances.

2. **Notification to Tribunal:** The rule states that if the dispute remains unresolved after mediation, the Registrar of the Singapore International Arbitration Centre (SIAC) will inform the arbitration tribunal that the arbitration proceedings shall resume.

Analysis: This step marks the transition from the mediation phase back to the arbitration phase. The Registrar’s notification ensures that all parties involved are informed of the decision to resume arbitration. This decision is based on the outcome of mediation, indicating that mediation has not resulted in a resolution.

3. **Resumption of Arbitration Proceedings:** Upon receiving the Registrar’s notification, the rule specifies that the arbitration proceedings concerning the unresolved dispute or the remaining part of the dispute (if only a portion was resolved through mediation) shall resume in accordance with the applicable Arbitration Rules.

Analysis: This provision ensures a seamless transition back to the arbitration process. It outlines that the unresolved part of the dispute, or the entire dispute if no part was resolved, will be taken up again under the existing arbitration framework. This maintains consistency in the procedures, ensuring that the dispute resolution process continues effectively.

In summary, Rule 8 of the AMA Protocol outlines the procedure for handling cases where mediation does not result in a settlement. It acknowledges the possibility of mediation not always leading to resolution and provides a clear path for resuming arbitration proceedings. The rule’s provisions ensure that parties are informed of the transition, and it outlines the process for proceeding with arbitration after unsuccessful mediation. This contributes to an organised and structured approach to dispute resolution under the AMA Protocol.

9. **In the event of a settlement of the dispute by mediation between the parties, SIMC shall inform the Registrar of SIAC that a settlement has been reached. If the parties request the Tribunal to record their settlement in the form of a consent award, the parties or the Registrar of the SIAC shall refer the settlement agreement to the Tribunal and the Tribunal may render a consent award on the terms agreed to by the parties.**

Rule 9 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) outlines the process to be followed in the event of a settlement reached through mediation within the context of the protocol. Let us analyse the key components of this rule:

1. **Informing SIAC of Settlement:** The rule stipulates that if the parties reach a settlement of their dispute through mediation, the Singapore International Mediation Centre (SIMC) has the responsibility to inform the Registrar of the Singapore International Arbitration Centre (SIAC) about the settlement.

Analysis: This step ensures that SIAC is aware of the successful resolution reached through mediation. This is important for administrative and procedural purposes, as well as for the coordination of any further actions that might be required after a settlement.

2. **Recording Settlement in Consent Award:** If the parties request the arbitration tribunal to formalise their settlement by recording it in the form of a consent award, the rule allows for this option.

Analysis: This provision recognises the parties’ choice to formalise their settlement through a consent award. A consent award is an award rendered by the tribunal that reflects the parties’ agreement and serves as a legally binding document. This option provides a formal and enforceable record of the settlement that was reached.

3. **Referral of Settlement Agreement to Tribunal:** If the parties wish to have their settlement recorded in the form of a consent award, the rule states that the parties or the Registrar of SIAC shall refer the settlement agreement to the arbitration tribunal.

Analysis: This step ensures that the settlement agreement is properly presented to the tribunal for consideration. It clarifies the process for initiating the consent award procedure and ensures that the tribunal is involved in formalising the settlement if the parties so desire.

4. **Rendering of Consent Award:** The rule specifies that the arbitration tribunal may render a consent award on the terms agreed to by the parties.

Analysis: This provision gives the tribunal the authority to create a consent award that reflects the terms of the settlement. It acknowledges that the tribunal’s involvement might be needed to formalise the settlement agreement and create a legally binding document.

In summary, Rule 9 of the AMA Protocol establishes the procedure to be followed in the event of a settlement reached through mediation. It outlines the steps for informing SIAC, formalising the settlement through a consent award if desired, and involving the tribunal in the process if necessary. This rule ensures that settlements are properly recognised and documented, contributing to a clear and orderly resolution of the dispute within the framework of the protocol.

Financial Matters

10. Parties shall pay a non-refundable case filing fee as set out in Appendix B of the SIMC Mediation Rules to SIAC for all cases under this AMA Protocol.

Rule 10 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) addresses the financial aspect of initiating cases under the protocol. Let us analyse the key components of this rule:

1. **Case Filing Fee:** The rule states that parties involved in cases under the AMA Protocol are required to pay a non-refundable case filing fee. This fee is specified in Appendix B of the Singapore International Mediation Centre (SIMC) Mediation Rules.

Analysis: This provision highlights the financial obligation that parties have when initiating a dispute resolution process under the protocol. The case filing fee covers administrative and operational costs associated with managing the case, facilitating mediation and arbitration processes, and maintaining the infrastructure of the institutions involved.

2. **Reference to SIMC Mediation Rules:** The rule refers to Appendix B of the SIMC Mediation Rules for the specific details of the case filing fee.

Analysis: By referencing the SIMC Mediation Rules, the rule ensures that parties have access to comprehensive information about the fees and associated processes. It maintains transparency in financial matters and prevents any ambiguity or confusion about the fee structure.

3. **Non-Refundable Fee:** The rule explicitly states that the case filing fee is non-refundable. This means that once the fee is paid, it will not be returned to the parties even if the case is later withdrawn or settled.

Analysis: The non-refundable nature of the fee emphasises the commitment of parties to the dispute resolution process once they decide to initiate it. It also underscores the administrative costs incurred by the institutions to manage the process, regardless of the outcome.

In summary, Rule 10 of the AMA Protocol outlines the financial aspect of initiating disputes under the protocol. It specifies the requirement for parties to pay a non-refundable case filing fee as set out in the SIMC Mediation Rules. By referring to the specific rules and making the fee non-refundable, the provision ensures transparency, consistency, and accountability in financial matters related to dispute resolution under the protocol.

11. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol before the commencement of arbitration proceedings, this filing fee is payable to SIAC upon the filing of the notice of arbitration. Otherwise, the portion of the filing fee remaining

unpaid in respect of the mediation shall be payable to SIAC upon the submission of the case for mediation at SIMC.

Rule 11 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) addresses the payment of the case filing fee in cases initiated under the AMA Protocol, specifically focusing on when the fee should be paid and the circumstances that influence its payment. Let us analyse the key components of this rule:

1. **Timing of Fee Payment:** The rule explains the timing of payment for the case filing fee based on different scenarios:
 - a. **Commencement Under AMA Clause and Agreement to AMA Protocol:** If the case is initiated pursuant to the AMA Clause and the parties have agreed to submit their dispute for resolution under the AMA Protocol before the commencement of arbitration proceedings, the filing fee is payable to the Singapore International Arbitration Centre (SIAC) upon the filing of the notice of arbitration.
 - b. **Other Cases:** If the parties have not agreed to the AMA Protocol before the commencement of arbitration proceedings, the remaining unpaid portion of the filing fee related to the mediation phase shall be payable to SIAC upon the submission of the case for mediation at the Singapore International Mediation Centre (SIMC).

Analysis: This provision establishes a clear payment structure for the case filing fee based on the parties’ timing and intentions related to the AMA Protocol. It takes into consideration whether the parties have agreed to the AMA Protocol before or after the commencement of arbitration proceedings.

2. **Paying for Mediation Phase:** The rule differentiates between payment for the arbitration phase and payment for the mediation phase. If the mediation phase is undertaken, the rule specifies that the unpaid portion of the filing fee related to the mediation will be payable when the case is submitted for mediation.

Analysis: This differentiation acknowledges that the case filing fee covers both arbitration and mediation processes. By making the payment for the mediation phase contingent on the actual submission of the case for mediation, the rule ensures that parties are only charged for the specific services they utilise.

In summary, Rule 11 of the AMA Protocol provides clarity regarding the payment of the case filing fee in cases initiated under the protocol. It outlines when the fee should be paid based on the parties’ intentions and timing related to the AMA Protocol and whether the mediation phase is undertaken. This rule contributes to transparency and predictability in financial matters associated with the protocol’s dispute resolution process.

12. **Parties shall also pay to SIAC, upon request, an advance on the estimated costs of the arbitration (“Arbitration Advance”) as well as administrative fees and expenses for the mediation (“Mediation Advance”) in accordance with SIAC and SIMC’s respective**

Schedule of Fees (collectively “the Deposits”). The quantum of the Deposits will be determined by the Registrar of SIAC in consultation with SIMC.

Rule 12 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) addresses the payment of advances on costs for both the arbitration and mediation processes, highlighting the financial aspects that parties need to consider when participating in the protocol. Let us analyse the key components of this rule:

1. **Advances on Costs:** The rule states that parties involved in cases under the AMA Protocol are required to pay advances on costs for both the arbitration and mediation processes. These advances are specified as an “Arbitration Advance” for the estimated costs of arbitration and a “Mediation Advance” for administrative fees and expenses associated with the mediation process.

Analysis: This provision emphasises that parties need to allocate funds for the costs associated with both arbitration and mediation. These advances help ensure that the necessary financial resources are available to facilitate the entire dispute resolution process under the protocol.

2. **Reference to Schedule of Fees:** The rule refers to the respective Schedule of Fees for the Singapore International Arbitration Centre (SIAC) and the Singapore International Mediation Centre (SIMC) for the specific details of the Arbitration Advance and Mediation Advance.

Analysis: By referring to the established Schedule of Fees for SIAC and SIMC, the rule provides parties with detailed information about the costs associated with each process. This promotes transparency and allows parties to plan their finances accordingly.

3. **Determination of Deposits:** The rule specifies that the Registrar of SIAC, in consultation with SIMC, will determine the quantum (amount) of the Arbitration Advance and Mediation Advance, collectively referred to as “the Deposits.”

Analysis: This provision establishes a clear process for determining the amounts that parties need to pay as advances. The Registrar’s consultation with SIMC ensures that the calculated amounts are reasonable and aligned with the needs of both arbitration and mediation proceedings.

In summary, Rule 12 of the AMA Protocol outlines the financial obligations related to advances on costs for both arbitration and mediation processes. It references the respective Schedule of Fees for SIAC and SIMC, and it ensures that parties have the necessary financial resources available to cover the costs associated with the dispute resolution process under the protocol. The determination of Deposits through collaboration between SIAC and SIMC aims to maintain transparency and fairness in the financial aspects of the process.

13. **Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol before the commencement of arbitration proceedings, the Mediation Advance shall be paid with**

the Arbitration Advance requested by SIAC. Otherwise, the Mediation Advance shall be paid upon the submission of the case for mediation at SIMC.

Rule 13 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) specifically addresses the payment of the Mediation Advance in cases initiated under the AMA Protocol. It clarifies the timing and circumstances under which the Mediation Advance is to be paid. Let us analyse the key components of this rule:

1. **Differentiation Based on Commencement of AMA Protocol:** The rule distinguishes between two scenarios:
 - a. **Commencement Under AMA Clause with Prior Agreement to AMA Protocol:** If the case is initiated pursuant to the AMA Clause and the parties have agreed to submit their dispute for resolution under the AMA Protocol before the commencement of arbitration proceedings, the Mediation Advance shall be paid along with the Arbitration Advance requested by the Singapore International Arbitration Centre (SIAC).
 - b. **Other Cases:** If the parties have not agreed to the AMA Protocol before the commencement of arbitration proceedings, the Mediation Advance shall be paid upon the submission of the case for mediation at the Singapore International Mediation Centre (SIMC).

Analysis: This rule underscores the importance of clarity regarding financial obligations based on the specific circumstances of the dispute. It provides a structured approach to paying the Mediation Advance based on the parties’ decision to follow the AMA Protocol and their timing in agreeing to it.

In summary, Rule 13 of the AMA Protocol simplifies the payment process for the Mediation Advance in cases initiated under the protocol. By distinguishing between scenarios where the AMA Protocol is agreed upon before arbitration proceedings commence and other cases, the rule ensures that parties are aware of their financial responsibilities and helps maintain transparency and predictability in financial matters related to the dispute resolution process.

- 14. Without prejudice to the Arbitration Rules, any party is free to pay the Deposits of the other party, should the other party fail to pay its share. The Registrar of SIAC shall inform SIMC if the Deposits remain wholly or partially unpaid.**

Rule 14 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) addresses the payment of Deposits (Advances on Costs) in cases where one party fails to pay its share. It also outlines the communication process between the Singapore International Arbitration Centre (SIAC) and the Singapore International Mediation Centre (SIMC) in such situations. Let us analyse the key components of this rule:

1. **Flexibility in Payment of Deposits:** The rule states that any party has the freedom to pay the Deposits on behalf of the other party if the other party fails to pay its share. In other words, if one party does not fulfil its financial obligations, the opposing party can step in and cover the unpaid portion of the Deposits.

Analysis: This provision introduces a level of flexibility to ensure that the dispute resolution process is not hindered due to payment issues. By allowing one party to pay on behalf of the other, the rule helps maintain the continuity of the proceedings and prevents delays that might arise from payment disputes.

2. Registrar’s Role in Informing SIMC: The rule stipulates that if the Deposits remain unpaid, either partially or wholly, the Registrar of SIAC has a responsibility to inform SIMC about the unpaid status.

Analysis: This communication ensures that SIMC is aware of any payment issues and can take appropriate steps to manage the situation. It promotes transparency and coordination between SIAC and SIMC, both of which play critical roles in the integrated arbitration and mediation process under the protocol.

In summary, Rule 14 of the AMA Protocol introduces mechanisms to address payment issues related to Deposits in the context of the arbitration and mediation processes. It allows parties to cover the unpaid portion of Deposits on behalf of the other party to prevent disruptions due to financial disputes. Additionally, the rule ensures that relevant information about unpaid Deposits is communicated between SIAC and SIMC, contributing to an effective and coordinated dispute resolution process.

15. SIAC is authorised to make payment of the Mediation Advance to SIMC from the Deposits or the Arbitration Advance held by SIAC without further reference to the parties.

Rule 15 of the SIAC-SIMC Arb-Med-Arb Protocol (“AMA Protocol”) addresses the authority of the Singapore International Arbitration Centre (SIAC) to make payments of the Mediation Advance to the Singapore International Mediation Centre (SIMC) using funds held by SIAC. This rule simplifies the payment process and ensures the efficient use of funds. Let us analyse the key components of this rule:

1. SIAC’s Authorisation for Payment: The rule states that SIAC is authorised to use the Deposits or the Arbitration Advance that it holds to make payments of the Mediation Advance to SIMC. This authorisation allows SIAC to manage and allocate the funds accordingly without needing to seek further approval from the parties.

Analysis: This provision streamlines the financial process by giving SIAC the authority to transfer funds for the Mediation Advance directly to SIMC. This ensures that funds are available to support the mediation process and prevents unnecessary delays caused by seeking additional party approval for each payment.

2. Efficiency and Coordination: By allowing SIAC to use funds it holds to make the required payments to SIMC, the rule enhances the efficiency and coordination of the dispute resolution process. It minimises administrative hurdles and maintains the continuity of the proceedings.

In summary, Rule 15 of the AMA Protocol grants SIAC the authority to use funds it holds to pay the Mediation Advance to SIMC. This approach streamlines the payment process, promotes efficiency, and ensures that the mediation process is adequately supported by the available financial resources. The rule contributes to the seamless functioning of the integrated arbitration and mediation process under the protocol.

The Singapore Arb-Med-Arb Clause

(As of 1 September 2015)

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 _____.

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 the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

** 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.*

The Singapore Arb-Med-Arb Clause, found within the SIAC 2016 Arbitration Rules, is a unique dispute resolution mechanism that combines arbitration and mediation. This clause reflects the commitment of the Singapore International Arbitration Centre (SIAC) to provide parties with a comprehensive and flexible approach to resolving their disputes. Let us analyse the key components of the Singapore Arb-Med-Arb Clause:

1. **Arbitration-First Approach:** The clause begins with an emphasis on arbitration as the initial step in resolving disputes. This reflects the traditional nature of arbitration, where parties submit their dispute to an arbitration tribunal for adjudication.
2. **Mediation as a Voluntary Process:** The clause introduces the concept of mediation, which parties are encouraged to pursue in tandem with arbitration. It emphasises that the mediation process is voluntary and that parties have the freedom to decide whether they want to participate.
3. **Pause for Mediation:** After the arbitration proceedings have been initiated, the clause allows for a pause in the arbitration proceedings to facilitate mediation. This pause underscores the flexibility of the process and gives parties the opportunity to explore settlement through mediation before continuing with arbitration.

4. **Mediation at SIAC or SIMC:** The clause provides flexibility in the choice of mediation venue. Parties can choose to mediate their dispute either at the Singapore International Arbitration Centre (SIAC) or the Singapore International Mediation Centre (SIMC), reflecting Singapore’s commitment to providing a range of high-quality dispute resolution services.
5. **Confidentiality and Privacy:** The clause ensures that information exchanged during mediation is treated confidentially and that any statements or offers made during the mediation process cannot be used in the subsequent arbitration proceedings.
6. **No Impact on Arbitration:** The clause emphasises that the commencement or continuation of mediation does not affect the commencement or continuation of arbitration proceedings. This underscores that both processes can be pursued independently, giving parties greater control over their dispute resolution strategy.
7. **Consolidated Settlement Agreement and Consent Award:** If parties successfully reach a settlement through mediation, the clause allows for the settlement agreement to be recorded in a consent award. This formalises the settlement and provides parties with a legally binding document that can be enforced if necessary.
8. **Enforcement of Award:** The clause states that any consent award issued by the arbitration tribunal is enforceable as an arbitral award, adding a layer of enforceability to the mediated settlement.

In summary, the Singapore Arb-Med-Arb Clause within the SIAC 2016 Arbitration Rules offers parties a flexible and comprehensive approach to dispute resolution. By allowing for a combination of arbitration and mediation, parties can explore settlement options while preserving their rights to an arbitral award if a settlement is not reached. This innovative approach reflects Singapore’s commitment to providing parties with a range of effective and efficient dispute resolution mechanisms.

PAYMENT INFORMATION

1. **Payments may be made by a local cheque payable to “Singapore International Arbitration Centre”. All cheques should be sent directly to:**

Singapore International Arbitration Centre

32 Maxwell Road

#02-01

Singapore 069115

Attn: Accounts Department

2. **Payments may also be made by bank transfer to our bank account (please absorb bank charges). Details are as follows:**

Name of Beneficiary : Singapore International Arbitration Centre

Name of Bank : United Overseas Bank Limited

Bank Branch : Coleman Branch

**Bank address : 1 Coleman Street, #01-14 & B1-19,
The Adelphi, Singapore 179803**

Bank a/c : 302-313-540-8

Swift code : UOVBSGSG

For easy identification of the remittance, parties are requested to include in their remittance details “Case Reference Number – Claimant / Respondent”. To help us with tracking the deposits, we request that you send us a copy of the remittance record as soon as the funds are transferred. Please note that SIAC’s policy is to accept payments from the party or its authorised representative (e.g. the party’s counsel).

Parties are advised to check with SIAC for the latest bank account details before making any bank transfer. For payments in currencies other than Singapore Dollars, parties are also advised to check with SIAC.

The provided payment information from the SIAC 2016 Arbitration Rules outlines the various methods and instructions for making payments related to arbitration proceedings. Here is a breakdown and analysis of the key points:

1. **Payment Methods:**

- a. Local Cheque: Parties have the option to make payments using a local cheque. The cheque should be payable to “Singapore International Arbitration Centre.” The address to send the cheque to is provided.
 - b. Bank Transfer: Payments can also be made through bank transfer to the designated bank account of the Singapore International Arbitration Centre (SIAC). The details for the bank transfer, including the beneficiary name, bank name, bank branch, bank address, account number, and Swift code, are specified.
2. Bank Transfer Charges: The instructions suggest that parties should absorb any bank charges associated with the bank transfer.
 3. Remittance Details:
 - a. To facilitate easy identification and tracking of the payment, parties are requested to include their “Case Reference Number – Claimant / Respondent” in the remittance details.
 - b. Additionally, parties are encouraged to send a copy of the remittance record to SIAC once the funds are transferred. This helps with accurate tracking of payments.
 4. Authorised Representative: Payments are accepted from the party itself or its authorised representative, such as the party’s legal counsel. This ensures that payments are made by legitimate parties involved in the arbitration proceedings.
 5. Currency and Details Check:
 - a. Parties are advised to confirm with SIAC for the latest bank account details before making any bank transfers. This is important to ensure accuracy and prevent any issues with incorrect transfers.
 - b. For payments in currencies other than Singapore Dollars, parties are advised to verify the details with SIAC. This indicates that SIAC can accommodate payments in various currencies, and parties should ensure they have the correct information to avoid currency-related discrepancies.

In summary, the payment information provided in the SIAC 2016 Arbitration Rules offers clear instructions for parties to make payments related to arbitration proceedings. It covers multiple payment methods, emphasises the need for accurate remittance details, and provides guidance on how to handle bank transfer charges and payments in various currencies. This information aims to facilitate smooth and accurate financial transactions within the context of the arbitration process.



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DIFC

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