

## SIAC AWARD CHECKLIST

The SIAC Court and SIAC Secretariat have prepared this checklist to assist arbitrators in drafting awards in SIAC-administered arbitrations and thereby facilitate the Registrar’s approval of draft awards and more generally expedite the finalisation of arbitral awards. Effective 31 March 2023, tribunals are required to provide a completed checklist when submitting a draft award for scrutiny.

The checklist should not be construed as containing any legal advice or opinion from the Registrar or the SIAC Court. The checklist is not exhaustive, and the Registrar and/or the SIAC Court may raise additional issues in the course of the scrutiny of draft awards.

Item	Y / N	Remarks
<b>A. General Items</b>		
(1) The SIAC case reference number is included in full on the front page		
(2) The applicable SIAC Rules (or other applicable rules) are referenced in full on the front page (e.g., Arbitration Rules of the Singapore International Arbitration Centre (6 <sup>th</sup> Edition, 1 August 2016)); UNCITRAL Arbitration Rules (with article 1, paragraph 4, as adopted in 2013 and article 1, paragraph 5, as adopted in 2021)		
(3) The title of the award on the front page makes clear whether it is an interim, partial, final, and/or consent award, and may indicate its subject matter (e.g., Partial Award on Liability); the Tribunal is satisfied that the form of the award matches the category of the award		
(4) The date of the award on the front page is updated prior to issuance and any temporary draft lines or similar notations have been removed		
(5) The Tribunal has observed the following formatting requirements: <ul style="list-style-type: none"> <li>▪ Table of Contents included (as appropriate and updated prior to issuance of award)</li> <li>▪ Pages and paragraphs are numbered in running sequence</li> </ul>		

Item	Y / N	Remarks
<ul style="list-style-type: none"> <li>▪ Font size, margins and spacing are harmonised across the award</li> <li>▪ Abbreviations and capitalised words are defined on first usage and used consistently thereafter (particularly when included in the <i>dispositif</i>)</li> <li>▪ Numerical figures have been checked for accuracy, and used consistently throughout the award (e.g., currency amount followed by two decimals: 435.24; 120.00)</li> </ul>		
<p>(6) The Tribunal has checked and confirmed the accuracy of the following elements:</p> <ul style="list-style-type: none"> <li>▪ Cross-references, footnotes and citations</li> <li>▪ Arithmetic calculations, especially where the numbers or functions concerned are long or complex</li> <li>▪ Quotations (confirmed against the source documents and, if necessary, translated into the language of the arbitration)</li> </ul>		
<b>B. Parties, Counsel, Arbitrator(s) and Tribunal Secretary</b>		
<p>(7) The award accurately sets out the full names and contact details of the parties (including residence and/or place of business), the parties' representatives, the Tribunal, and any tribunal secretary; any change in party representation has been recorded</p>		
<p>(8) The tribunal secretary has been appointed with the consent of the parties and has executed a declaration of independence, impartiality and confidentiality</p>		

Item	Y / N	Remarks
<b>C. Arbitration Agreement, Applicable Law and Jurisdiction</b>		
(9) The arbitration agreement, applicable law and/or rules of law and relevant choice-of-law clauses are quoted in full, including amendments, and any applicable arbitration rules have been identified		
(10) The parties to the arbitration agreement (and any other parties to the arbitration, including non-signatories) are precisely identified; reasons are given for the exercise of jurisdiction over all parties to the arbitration, with particular attention to any non-signatories		
(11) If applicable, the Registrar/SIAC Court's <i>prima facie</i> decision as to the existence or validity of the arbitration agreement or the competence of SIAC is referenced (Rule 28.1)		
(12) If jurisdiction is contested, or there is a non-participating party, or the Registrar/SIAC Court issued a decision as to the existence or validity of the arbitration agreement or competence of SIAC (Rule 28.1), the award clearly sets out the Tribunal's decision on jurisdiction or states why it is not necessary to do so; the Tribunal has considered the appropriate form of the Tribunal's decision on jurisdiction		
<b>D. Procedural History</b>		
(13) There is a recitation of the salient procedural history including, <i>inter alia</i> , the filing of the Notice and Response, the date of commencement under the SIAC Rules, case management conference(s), the parties' submissions, interlocutory applications, procedural orders (including the procedural timetable agreed by the parties or determined by the Tribunal), document production, hearings and post-hearing submissions or exchanges with the Tribunal (if any). Where an evidentiary hearing was held, the witnesses who appeared before the Tribunal are identified		

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<p>(14) There is a description of the constitution of the Tribunal, including:</p> <ul style="list-style-type: none"> <li>(i) any party agreement on the procedure for appointment</li> <li>(ii) identity of the nominating party and the date of nomination</li> <li>(iii) the date of appointment for each arbitrator (if applicable, also include the relevant rule under which the appointment was made and the appointing authority)</li> <li>(iv) the date of notification of the constitution of the Tribunal</li> </ul>		
<p>(15) If there is a non-participating party, there is a detailed description of the efforts made to give the non-participating party a full opportunity to present its case. These efforts may include, but are not limited to, those made to notify the non-participating party of the existence and progress of arbitral proceedings against it, as evidenced by, for instance, email delivery / read receipt, courier receipt, delivery via bailiff</p>		
<p>(16) If there has been a previous award in the same arbitration, the Tribunal may:</p> <ul style="list-style-type: none"> <li>(i) restate the information in Sections A-C above</li> <li>(ii) identify the issues decided in the previous award</li> <li>(iii) include the date the Registrar delivered certified copies of the previous award to the parties</li> <li>(iv) incorporate by reference the procedural history set out in the previous award</li> <li>(v) describe the procedural history subsequent to that set out in the previous award</li> </ul>		
<p>(17) If applicable, the draft award records any decisions (by way of a summary of outcome and the date</p>		

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<p>when the decision was issued) by the President/SIAC Court/Registrar <i>inter alia</i> regarding:</p> <ul style="list-style-type: none"> <li>(i) urgent interim relief/Emergency Arbitrator (para 3, Schedule 1)</li> <li>(ii) consolidation (Rule 8.4)</li> <li>(iii) joinder (Rule 7.4)</li> <li>(iv) Expedited Procedure (Rule 5.2)</li> <li>(v) existence or validity of arbitration agreement or competence of SIAC (Rule 28.1)</li> </ul>		
(18) In cases conducted under the Expedited Procedure, the due date of the award and any extension of time granted by the Registrar are included (Rule 5.2(d))		
(19) Reference, where applicable, to any Tribunal decisions on: <ul style="list-style-type: none"> <li>(i) the seat of arbitration (Rule 21.1) and <i>lex arbitri</i></li> <li>(ii) the language of arbitration (Rule 22.1)</li> <li>(iii) the law and/or rules of law applicable to the substance of the dispute (Rule 31.1)</li> <li>(iv) consolidation (Rule 8.9)</li> <li>(v) joinder (Rule 7.10)</li> <li>(vi) interim relief (Rule 30.1)</li> </ul>		
(20) The date of closure of the proceedings (Rule 32.1) and the date of any re-opening and subsequent closure (Rule 32.2)		
(21) Reference is made to any agreement regarding the method of notification of the award (or, as the case may be, of its <i>dispositif</i> , with reasons to follow)		
<b>E. Substantive Content</b>		
(22) The award sets out all claims and requests for relief, and indicates the dispositive issues to be decided		

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(23) The award summarises the parties' positions, as relevant to the dispositive issues (for general reference, the award may consider the positions as set forth in the parties' pleadings, agreed list of issues, opening statements, evidence adduced, and closing submissions)		
(24) Where applicable, the burden and standard of proof are set out clearly		
(25) The award sets out the factual background relevant to the dispositive issues and precisely identifies the undisputed and disputed facts; in the case of disputed facts, the parties' positions are summarised and the Tribunal's findings are set out clearly with evidentiary support		
(26) The Tribunal has considered its jurisdiction under the arbitration agreement(s) and its application to the claims before the Tribunal		
(27) Unless the parties have agreed that no reasons shall be given, the award includes the Tribunal's reasoning for its decisions, on the basis of the facts and applicable law and/or rules of law, on all of the dispositive issues (Rule 32.4)		
(28) The Tribunal has ensured that all legal authorities relied upon by the Tribunal form part of the case record as constituted by the parties, unless otherwise indicated		
(29) If interest is awarded, the Tribunal has provided its reasoning on (Rule 32.9):  (i) the applicable law and/or rules of law or the parties' agreement on interest  (ii) the rates and rests (periods) of interest, and the calculation method (simple or compound)  (iii) the start and end dates of interest accrual, with an indication of pre-award and post-award interest		

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(iv) a clear path of the Tribunal’s calculations, updated as to the date of the award		
(30) If there is a dissenting/minority opinion, the majority and the dissenting arbitrator have considered whether this is allowable under the applicable arbitration law/rules. If the applicable arbitration laws/rules allow, a dissenting/minority opinion should be included in the award  Where the award is by a majority due to the non-participation of an arbitrator, this and the reasons for the non-participation as well as the efforts made to include the non-participating arbitrator should be stated (Rule 32.6)		
(31) For a consent award, the Tribunal has reviewed and stated to its satisfaction that (Rule 32.10):  (i) the matters dealt with in the parties’ settlement agreement are within the scope of the arbitration agreement and the Tribunal’s jurisdiction; and  (ii) the terms of the parties’ settlement agreement do not appear to be illegal or otherwise contrary to public policy  The Tribunal has invited the parties to provide comments on and confirm the finalised draft consent award		
(32) The Tribunal has considered whether any specific directions or orders are merited by virtue of the laws of the seat and any applicable procedural or substantive requirements for the enforcement of the award in the relevant jurisdiction(s)		
<b>F. Costs</b>		
(33) A draft Final Award / Costs Award specifies, in both the body of the award and the <i>dispositif</i> , the total amount awarded or apportioned in respect of:  (i) the Tribunal’s fees and expenses and, where applicable, the Emergency Arbitrator’s fees		

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<p>and expenses, as fixed by the Registrar (Rules 35 &amp; 36)</p> <p>(ii) SIAC’s administrative fees and expenses, as fixed by the Registrar (Rule 35)</p> <p>(iii) the parties’ legal and other costs, as assessed by the Tribunal (Rule 37)</p> <p>and provides reasons in the award for the awarding or apportionment of these amounts to/among the parties</p>		
<b>G. Dispositive Section</b>		
(34) The dispositive section is included at the end of the award, and recites all of the orders and decisions on all of the dispositive issues, claims and requests for relief, including jurisdiction (if applicable)		
(35) Any claims reserved for future awards are identified		
(36) A statement is included that all other requests/claims are rejected (unless the nature of the award renders such unnecessary)		
<b>H. Signature(s), Date and Place of Arbitration</b>		
(37) All Tribunal members have signed the award; if a signature is omitted, reasons are provided		
(38) The Tribunal has included the date of the award below its signature(s), which must not be earlier than the date on which the last arbitrator signed the award		
(39) The seat of arbitration (not the location of signature) is included below the signature(s)		