

SINGAPORE INTERNATIONAL ARBITRATION CENTRE

PRACTICE NOTE ON CASES ADMINISTERED BY SIAC UNDER THE SIAC RULES

PN – 01/25 (1 JANUARY 2025)

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## **I. INTRODUCTION**

1. This Practice Note shall apply to all arbitrations administered by the SIAC under the SIAC Rules where the date of commencement of the arbitration is on or after 1 January 2025.
2. The *SIAC Practice Note for Administered Cases* (PN – 01/14, 2 January 2014) shall not apply to an arbitration administered by SIAC to which this Practice Note applies.
3. In this Practice Note:
  - 3.1 “Committee of the SIAC Court” means a committee consisting of not fewer than two members of the SIAC Court;
  - 3.2 “President” means the President of the SIAC Court;
  - 3.3 “Registrar” means the Registrar of the Court of Arbitration of SIAC and includes any Deputy Registrar;
  - 3.4 “SIAC” means the Singapore International Arbitration Centre;
  - 3.5 “SIAC Board” means the Board of Directors of SIAC;
  - 3.6 “SIAC Court” means the Court of Arbitration of SIAC;
  - 3.7 “SIAC Rules” means any edition of the Arbitration Rules of the SIAC;
  - 3.8 “SIAC Secretariat” means the case management and administration team of SIAC;
  - 3.9 “tribunal” refers to a panel of one or more arbitrators appointed in the arbitration;
  - 3.10 “Vice President” means one or more Vice Presidents of the SIAC Court.
4. Headings are for reference only and are not to be used for the purpose of interpretation.

5. Any singular noun shall be understood to refer to the plural in appropriate circumstances and *vice versa*.
6. In the event of any discrepancy or inconsistency between the English version of this Practice Note and any other languages in which this Practice Note is published, the English version shall prevail.
7. The Registrar shall have the power to interpret any provision of this Practice Note.

## **II. ADMINISTRATION BY SIAC**

8. Administration of the arbitration by SIAC includes:
  - 8.1 appointment of arbitrators;
  - 8.2 financial management of the arbitration;
  - 8.3 case management, which includes the facilitation and determination of any pre-constitution applications submitted by parties, liaising with arbitrators, parties and their authorised representatives on case-related matters, monitoring schedules and timelines, and such other matters to facilitate the fair, expeditious, and cost-effective conduct of the arbitration;
  - 8.4 exercising supervisory functions under the applicable SIAC Rules; and
  - 8.5 scrutiny and transmission of awards made by the tribunal.
9. Prior to the constitution of the tribunal or the appointment of an Emergency Arbitrator, the Registrar shall determine the acceptance and ordering of any procedural applications.

## **III. APPOINTMENT OF ARBITRATORS**

10. In appointing an arbitrator in any arbitration, the President shall:
  - 10.1 take into account any agreed qualifications and such considerations that are relevant to the impartiality or independence of the arbitrator;

- 10.2 consider whether the arbitrator has sufficient availability to conduct the arbitration in a prompt and efficient manner appropriate to the nature of the dispute; and
  - 10.3 endeavour to appoint an arbitrator with the attributes of integrity and competence, who is independent and impartial, and who will be perceived as such by the parties.
- 11. The President shall not appoint a member of the SIAC Court or the Chairman or Deputy Chairman of the SIAC Board as an arbitrator, except where such person is nominated by a party as its party-nominated arbitrator, or where two co-arbitrators in a tribunal, or the parties, nominate such person for appointment as the third and presiding arbitrator, or sole arbitrator as the case may be.
  - 12. In appropriate cases, the President may appoint a person who is not on the SIAC panel or lists of arbitrators, as an arbitrator.
  - 13. Any decision by the appointing authority on appointment shall be final and not subject to appeal.
  - 14. Prior to their appointment, prospective arbitrators shall disclose in writing to the Registrar any circumstances which may give rise to justifiable doubts as to their impartiality or independence, and indicate if they do not possess any qualifications agreed by the parties. Where a prospective arbitrator makes a disclosure, the Registrar may refer the disclosure to the parties, any arbitrators already appointed and any other prospective arbitrators for their consideration and comments. Where appropriate, the Registrar may request additional information from the prospective arbitrator making such disclosure.
  - 15. All arbitrators appointed shall be and shall remain at all times independent and impartial, and undertake to conduct themselves in accordance with the applicable SIAC Rules, the SIAC Code of Ethics, and the applicable Practice Notes for the time being in force including this Practice Note.
  - 16. Prospective arbitrators shall accept an appointment only if they are fully satisfied that they are able to dedicate the time and attention required to conduct the arbitration diligently and efficiently and in accordance with any timelines prescribed under the applicable SIAC Rules.

17. Prospective arbitrators aware of any constraints on their availability or commitments which may affect their ability to discharge their duties diligently and efficiently if appointed, shall disclose in writing to the Registrar the details of such constraints on their availability or commitments.
18. Prior to their appointment, prospective arbitrators must sign a Statement of Acceptance, Independence, Impartiality, and Availability.
19. After their appointment, arbitrators have a continuing obligation to immediately disclose in writing to the Registrar, the parties, and the other arbitrators of any circumstances which may give rise to justifiable doubts as to their impartiality or independence.
20. After their appointment, arbitrators have a continuing obligation to inform the Registrar, the parties, and the other arbitrators, of any circumstances which may affect their ability to discharge their duties and mandate as an arbitrator diligently and efficiently.

#### **IV. FINANCIAL MANAGEMENT OF THE ARBITRATION BY SIAC**

21. The financial management of the arbitration by SIAC includes:
  - 21.1 fixing of the tribunal's fees and other terms of appointment;
  - 21.2 rendering of accounts;
  - 21.3 collecting deposits towards the estimated costs of the arbitration;
  - 21.4 processing the payment of fees and reimbursement of expenses of the tribunal and any tribunal secretary; and
  - 21.5 processing the costs of any expert appointed by the tribunal and of any other assistance reasonably required by the tribunal.
22. The costs of the arbitration shall include any applicable government or statutory taxes.
23. The Registrar's determination of the costs of the arbitration shall be final and not subject to appeal or review.

24. The tribunal shall not at any time issue directions to the parties concerning its own fees and expenses, and any deposits to be paid to SIAC. The tribunal or any arbitrator shall not make any separate arrangements with any of the parties or their representatives in respect of any fees or expenses payable to the tribunal or an arbitrator.
25. Any administrative matter concerning the costs of the arbitration and any deposits to be paid by the parties to SIAC shall be dealt with by the Registrar.

***Tribunal's fees***

26. Subject to the applicable rules, the tribunal's fees shall be subject to the maximum limits based on the amount in dispute in accordance with the applicable Schedule of Fees in force at the time of the commencement of the arbitration. The Registrar shall determine the fees payable to the tribunal as part of the costs of the arbitration. The Registrar shall have the power to:
  - 26.1 determine that the maximum limits calculated in accordance with the Schedule of Fees shall be maintained notwithstanding an amendment to the amount in dispute; and
  - 26.2 determine that an additional fee above the maximum limits prescribed in the Schedule of Fees shall apply to the tribunal's fees.
27. Prior to the constitution of the tribunal, the parties may agree to alternative methods of determining the tribunal's fees. No change to the method of determining the tribunal's fees will be allowed after the constitution of the tribunal.
28. The tribunal's fees are payable following the conclusion of the arbitrator's mandate.
29. In appropriate circumstances and upon request by an arbitrator, the Registrar may allow interim payments to be made. Interim payments to an arbitrator may be made at the discretion of the Registrar following the completion of significant milestones in the arbitration.
30. Interim payments to an arbitrator shall be taken into account in the Registrar's final determination of the costs of the arbitration.

Reimbursements towards the expenses of an arbitrator are final as to those expenses. Any interim payments of fees and reimbursements of expenses to an arbitrator may be made without reference to the parties.

31. The fees of the presiding arbitrator of a three-member tribunal will in general be higher than the fees of the other members of the tribunal.

***Tribunal's expenses***

32. Arbitrators shall be entitled to reimbursement of reasonable out-of-pocket expenses incurred in respect of the arbitration, supported by appropriate invoices or receipts.

33. Unless otherwise determined by the Registrar, arbitrators shall not be entitled to payment of amounts towards anticipated expenses. Any anticipated expenses for the tribunal's deliberations must be approved in advance by the Registrar.

34. An arbitrator who is required to travel outside his or her place of residence for a hearing or meeting in relation to the arbitration will be reimbursed with business class airfare, supported by an invoice or receipt.

35. In addition to reasonable out-of-pocket expenses, where an arbitrator is required to travel outside his or her place of residence for a hearing or meeting in relation to the arbitration:

35.1 a per diem of SGD 1,250 shall be payable to the arbitrator when overnight accommodation is required; and

35.2 a per diem of SGD 500 shall be payable to the arbitrator when no overnight accommodation is required.

Where an arbitrator is required to attend a hearing or meeting in relation to the arbitration but is not required to travel outside his or her place of residence, a per diem of SGD 100 shall be payable to the arbitrator.

36. The per diem payable pursuant to paragraph 35 shall cover expenses for the following items, which are therefore not claimable as out-of-pocket expenses:

- 36.1 Hotel accommodation;
- 36.2 Meals and beverages;
- 36.3 Laundry, dry cleaning, or ironing;
- 36.4 City transportation (excluding airport transfers);
- 36.5 Parking;
- 36.6 Communication expenses (telephone, internet usage, faxes etc.);
- 36.7 Utility expenses (electricity, water usage etc.); and
- 36.8 Tips.

***Deposits towards the estimated costs of the arbitration***

- 37. The Registrar shall fix the deposits payable by the parties to SIAC towards the estimated costs of the arbitration calculated in accordance with the amount in dispute under the Schedule of Fees.
- 38. Unless the Registrar otherwise directs, 50 percent of such deposits shall be payable by the Claimant(s) and 50 percent of such deposits shall be payable by the Respondent(s). The Registrar may fix separate deposits for a claim, counterclaim, or cross-claim.
- 39. In the event that a party does not pay the deposits as directed, the Registrar may direct the other party to make payment of the deposits on its behalf.
- 40. The Registrar may at any time direct the parties to make further or additional deposits towards the estimated costs of the arbitration.
- 41. If a party fails to pay the deposits as directed, the Registrar may, in addition to adopting any measures provided for in the applicable SIAC Rules, hold the release of any award to the parties until any outstanding deposits have been paid in full by the parties.
- 42. All deposits towards the estimated costs of the arbitration shall be paid to and held by SIAC. Any interest which may accrue on such deposits shall be retained by SIAC.

### ***Tribunal-appointed experts***

43. The tribunal and parties may request SIAC to receive and hold additional deposits to cover the anticipated fees and expenses of any tribunal-appointed expert. The request shall be accompanied by a copy of the terms of appointment of the expert, and the amounts to be paid by the parties as deposits to cover the anticipated fees and expenses of the tribunal-appointed expert.
44. The tribunal may submit a request to SIAC supported by appropriate invoices or receipts for payment of fees and reimbursement of expenses to the tribunal-appointed expert from the additional deposits paid by parties to cover the expert's fees and expenses.
45. The costs of any tribunal-appointed expert shall form part of the costs of the arbitration.

### ***Miscellaneous***

46. The Registrar may determine that an additional fee above the maximum limits prescribed in the Schedule of Fees shall apply to SIAC's administration fees.
47. Where a court remits an award to the tribunal, this Practice Note shall apply as appropriate to the administration of the arbitration in accordance with the terms of such remission.
48. The parties or the tribunal may request the SIAC Secretariat to provide a statement of account for deposits paid by the parties to SIAC.
49. The parties are jointly and severally liable for the costs of the arbitration. SIAC is not liable to the tribunal or the parties except to account for the deposits collected by it.

## **V. AWARDS**

50. Within 30 days of the date of submission of the last directed oral or written submission in respect of the matters to be decided in an award, the tribunal shall provide the parties and the SIAC Secretariat with an estimate of the time within which it proposes to submit the draft award for scrutiny.

51. The Registrar may, where appropriate, consult the SIAC Court on the scrutiny of an award.
52. The SIAC Secretariat shall inform the parties when the Registrar has completed the scrutiny.
53. No award shall be issued until it has been approved by the Registrar as to its form.

**VI. GENERAL PROVISIONS**

54. The SIAC Court may delegate the exercise of its powers under the applicable SIAC Rules and this Practice Note to a Committee of the SIAC Court.
55. At the President's request, or if for any reason the President is unable to act, the Vice President or the Registrar is authorised to exercise the powers of the President under the applicable SIAC Rules and this Practice Note.
56. SIAC shall maintain an archive of each arbitration administered by SIAC for a minimum of six (6) years from the date the final award was issued or the arbitration was terminated unless otherwise requested by a party to maintain an archive of an arbitration for a longer period. SIAC may thereafter dispose of such documents in a confidential manner without notice to the parties or the tribunal.

**Issued by**

**Registrar, SIAC**

**1 January 2025**