

# SINGAPORE INTERNATIONAL ARBITRATION CENTRE

## PRACTICE NOTE ON THE APPOINTMENT OF TRIBUNAL SECRETARIES

PN – 02/25 (1 JANUARY 2025)

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### I. INTRODUCTION

1. This Practice Note shall govern the appointment of tribunal secretaries in all cases administered by the SIAC where either the date of commencement of the arbitration or the date of appointment of the tribunal secretary is on or after 1 January 2025.
2. The *SIAC Practice Note for Administered Cases – On the Appointment of Administrative Secretaries* (PN – 01/15, 2 February 2015) shall not apply to any appointment of a tribunal secretary to which this Practice Note applies.
3. In this Practice Note:
  - 3.1 “Registrar” means the Registrar of the Court of Arbitration of SIAC and includes any Deputy Registrar;
  - 3.2 “SIAC” means the Singapore International Arbitration Centre;
  - 3.3 “SIAC Secretariat” means the case management and administration team of SIAC;
  - 3.4 “tribunal” refers to a panel of one or more arbitrators appointed in the arbitration.
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. APPOINTMENT OF TRIBUNAL SECRETARIES**

### ***Appointment and removal of the tribunal secretary***

8. Subject to applicable law, any governing arbitration rules, and this Practice Note, a tribunal may appoint a tribunal secretary at any stage of the arbitration. No tribunal secretary may be appointed unless:
- 8.1 the tribunal has provided to the parties for their consideration a copy of this Practice Note along with the *curriculum vitae* of the proposed tribunal secretary, and a duly signed copy of the Tribunal Secretary Statement (as defined below);
  - 8.2 all parties to the arbitration have been given an opportunity to provide their views on the prospective appointment; and
  - 8.3 the tribunal has consulted with the Registrar in respect of the appointment.
9. Prior to appointment, a tribunal secretary shall sign a statement confirming the tribunal secretary's independence, impartiality and availability, and shall disclose any circumstances which may give rise to justifiable doubts as to the tribunal secretary's independence or impartiality. The form of the Tribunal Secretary Statement of Acceptance, Independence, Impartiality, and Availability (the "**Tribunal Secretary Statement**") is enclosed with this Practice Note.
10. The provisions of Rules 24.4 to 24.7 of the Arbitration Rules of the Singapore International Arbitration Centre (7<sup>th</sup> edition, 1 January 2025) ("**SIAC Rules 2025**") are incorporated by reference into this Practice Note and shall apply to all cases to which this Practice Note applies as appropriate.
11. A tribunal may have no more than one tribunal secretary.

***Duties and role of the tribunal secretary***

12. A tribunal secretary is subject to the same standards of independence and impartiality as arbitrators. After their appointment, tribunal secretaries have a continuing obligation to immediately disclose in writing to the tribunal, Registrar, and the parties any circumstances which may give rise to justifiable doubts as to their impartiality or independence.
13. The arbitrator(s) shall not delegate any decision-making functions to the tribunal secretary. All tasks carried out by the tribunal secretary shall be carried out on behalf of, and under the supervision of, the tribunal.
14. A tribunal secretary may perform organisational and administrative tasks under the supervision of the tribunal, including but not limited to:
  - 14.1 transmitting communications and documents on behalf of the tribunal;
  - 14.2 organising and maintaining the tribunal's files, and locating relevant documents;
  - 14.3 organising hearings and meetings and liaising with the parties for this purpose;
  - 14.4 attending hearings and meetings and taking notes or minutes, and keeping time;
  - 14.5 proofreading and checking citations, dates and cross-references and correcting typographical, grammatical, or computational errors in decisions, rulings, orders, and awards;
  - 14.6 preparing and transmitting the tribunal's invoices and claims; and
  - 14.7 handling other organisational and administrative matters for the tribunal.
15. A tribunal secretary may also provide the following assistance to the tribunal, provided that the tribunal supervises the tribunal secretary's work and ensures that the tribunal secretary does not perform any decision-making function or otherwise influence the tribunal's decisions on any matter:

- 15.1 conducting legal or similar research, and preparing summaries of judicial decisions or other legal authorities;
  - 15.2 preparing summaries of the parties' respective submissions and evidence;
  - 15.3 attending the tribunal's deliberations and taking notes;
  - 15.4 preparing drafts of communications to be sent on behalf of the tribunal; and
  - 15.5 drafting non-substantive sections of the tribunal's decisions, rulings, orders, and awards such as procedural histories and chronologies of events.
16. The performance of any tasks by the tribunal secretary shall not absolve the tribunal of its duty to review all relevant submissions, documents, correspondence, and other material filed by the parties.
  17. A tribunal secretary shall not have any *ex parte* communication with any party.
  18. The tribunal secretary shall at all times treat all matters relating to the arbitral proceedings as confidential.

***Remuneration of the tribunal secretary***

19. The tribunal shall fix the terms of remuneration of the tribunal secretary after considering the views of the parties, provided that:
  - 19.1 subject to paragraph 20 below, in all cases, the fees of the tribunal secretary shall not exceed S\$ 400.00 per hour; and
  - 19.2 the fees of the tribunal secretary shall, in all cases, be subject to final determination by the Registrar at the conclusion of the arbitration.
20. In all cases where the amount in dispute at the time of appointment of the tribunal secretary does not exceed the equivalent amount of S\$25,000,000, the tribunal secretary's fees shall be capped at 20% of each arbitrator's maximum fees calculated in accordance with the applicable SIAC Schedule

of Fees. The Registrar may determine that a fee in excess of this cap on the tribunal secretary's fees is to be paid to the tribunal secretary.

21. The Registrar may allow interim payments, including periodic interim payments, to the tribunal secretary, upon request and provision of the requisite supporting documentation by the tribunal secretary.
22. The tribunal secretary shall be entitled to reimbursement of reasonable out-of-pocket expenses incurred in respect of the arbitration, supported by appropriate invoices or receipts.
23. A tribunal secretary 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 economy class airfare, supported by an invoice or receipt.
24. In addition to reasonable out-of-pocket expenses, a per diem of SGD 700 shall be payable to a tribunal secretary who is required to travel outside his or her place of residence for a hearing or meeting in relation to the arbitration, whenever overnight accommodation is required. The per diem shall cover expenses for the following items, which are therefore not claimable as out-of-pocket expenses:
  - 24.1 Hotel accommodation;
  - 24.2 Meals and beverages;
  - 24.3 Laundry, dry cleaning, or ironing;
  - 24.4 City transportation (excluding airport transfers);
  - 24.5 Parking;
  - 24.6 Communication costs (telephone, internet usage, faxes etc.); and
  - 24.7 Tips.
25. Unless otherwise determined by the Registrar, a tribunal secretary shall not be entitled to payment of amounts towards anticipated expenses.

26. The parties shall be jointly and severally liable for the fees and expenses of the tribunal secretary. The Registrar shall direct the parties to pay deposits to SIAC towards the tribunal secretary's anticipated fees and expenses.
27. In accepting an appointment, the tribunal secretary agrees to be remunerated in accordance with this Practice Note, and the tribunal secretary 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 secretary.

### **III. APPOINTMENT OF MEMBERS OF THE SIAC SECRETARIAT AS TRIBUNAL SECRETARIES**

28. This Section III shall, in addition to Sections I and II of this Practice Note, govern the appointment of members of the SIAC Secretariat as tribunal secretaries, save that paragraph 8 of this Practice Note shall not apply to the appointment of members of the SIAC Secretariat as tribunal secretaries.
29. Subject to applicable law, members of the SIAC Secretariat may be appointed as tribunal secretaries in cases administered by SIAC under the SIAC Rules 2025.
30. A tribunal may request that the Registrar identify a member of the SIAC Secretariat to be considered for appointment as a tribunal secretary in an arbitration administered by SIAC under the SIAC Rules 2025.
31. Following a request made under paragraph 30, the Registrar shall consider if it is appropriate to allow the request, and if so, identify a member of the SIAC Secretariat to be considered for appointment.
32. The tribunal may appoint the member of the SIAC Secretariat so identified by the Registrar as a tribunal secretary if:
  - 32.1 the tribunal has provided to the parties for their consideration a copy of this Practice Note along with the *curriculum vitae* of the proposed tribunal secretary, and a duly signed copy of the Tribunal Secretary Statement;
  - 32.2 all parties to the arbitration have been given an opportunity to provide their views on the prospective appointment; and

- 32.3 the tribunal has obtained the approval of the Registrar in respect of the appointment.
33. A member of the SIAC Secretariat who has been appointed as a tribunal secretary shall not be involved in or participate in SIAC's administration of the arbitration(s) in which he or she has been appointed as tribunal secretary.

**Issued by**

**Registrar, SIAC**

**1 January 2025**

**SINGAPORE INTERNATIONAL ARBITRATION CENTRE**

**FORM OF  
TRIBUNAL SECRETARY STATEMENT OF ACCEPTANCE, INDEPENDENCE, IMPARTIALITY,  
AND AVAILABILITY**

**ARBITRATION NO. [●] OF [●]  
IN THE MATTER OF AN ARBITRATION UNDER THE [(INSERT APPLICABLE RULES)]  
BETWEEN [●] (“CLAIMANT”) AND [●] (“RESPONDENT”)**

Full name:

Nationality(ies):

**1. Acceptance of appointment**

*Please tick the appropriate box:*

- I hereby accept appointment as a tribunal secretary in the above arbitration in accordance with the *SIAC Practice Note on the Appointment of Tribunal Secretaries* (PN – 02/25, 1 January 2025) (the “**Practice Note**”).
- I decline appointment as a tribunal secretary in the above arbitration.

*If you are declining the appointment, please sign and date this form without completing Sections 2 and 3 below.*

**2. Independence and impartiality**

By accepting this appointment, I confirm that I am impartial and independent of each of the parties, each party’s representatives, and any relevant third parties, and that I intend to remain so for the duration of the arbitration. I understand my duty pursuant to paragraph 9 of the Practice Note to make disclosure to the tribunal, the Registrar, and the parties of any circumstances which may give rise to justifiable doubts as to my impartiality or independence. In accordance with paragraph 12 of the Practice Note, should I become aware of any circumstances which may give rise to justifiable doubts as to my



impartiality and independence during the arbitration, I undertake to immediately disclose these in writing to the tribunal, the Registrar, and the parties.

*Please tick the appropriate box:*

- To the best of my knowledge, having considered paragraph 9 of the Practice Note and having made due enquiry, there are no facts or circumstances which may give rise to justifiable doubts as to my impartiality or independence. However, out of an abundance of caution and for the sake of full transparency, I wish to disclose the facts and circumstances set forth in **Section 1** of the Disclosure Sheet attached to this Tribunal Secretary Statement.
  
- I am impartial and independent and intend to remain so. However, after consideration of paragraph 9 of the Practice Note, I wish to make disclosure of the facts and circumstances set forth in **Section 2** of the Disclosure Sheet attached to this Tribunal Secretary Statement, which may give rise to justifiable doubts as to my impartiality or independence.
  
- To the best of my knowledge, having considered paragraph 9 of the Practice Note and having made due enquiry, I have nothing to disclose at this time.

### **3. Availability**

I confirm that I have reviewed my existing and anticipated commitments in the next 18 months or for the anticipated duration of the arbitration, and that I have sufficient time and availability to fulfill my mandate, duties, and role as a tribunal secretary. I further confirm and undertake that I will inform the tribunal, the Registrar, and the parties of any circumstances that arise during the arbitration which may affect my ability to discharge my duties and role as a tribunal secretary in a timely manner.

Signed:

Name:

Date:

Contact information:

**Disclosure Sheet (if applicable)**

*Use additional pages if necessary*

**Section 1: Disclosures made for the sake of full transparency**

**Section 2: Disclosure of facts and circumstances which may give rise to justifiable doubts as to my independence or impartiality**