



Arbitration Rules of the
Singapore International Arbitration Centre

SIAC Rules

Consultation Draft

7th Edition

**ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION
CENTRE (7TH EDITION) (CONSULTATION DRAFT)**

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SECTION I. INTRODUCTORY RULES

1. Scope of Application

- 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.
- 1.2 These Rules shall apply to domestic and international arbitrations commenced under a contract, treaty or other instrument.
- 1.3 These Rules shall include the Schedules attached thereto, as may be published by SIAC from time to time.
- 1.4 The Registrar may from time to time issue *Practice Notes* to supplement, regulate and implement these Rules.
- 1.5 These Rules shall come into force on [*date*] and, unless otherwise agreed by the parties, shall apply to any arbitration which is commenced on or after that date.
- 1.6 These Rules shall govern the conduct and administration of the arbitration, except that, where any such rule is in conflict with any provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.

2. Definitions

- 2.1 Terms used in these Rules shall be defined as follows:

additional party	A party who is the subject of an application for joinder in accordance with Rule 18
amount in dispute	The aggregate of any claim, counterclaim, cross-claim or set-off filed in the arbitration which quantum is determined by the Registrar for the purpose of SIAC's administration of the arbitration
award	Includes an interim, interlocutory, partial, final or additional award and an award of an Emergency Arbitrator
Challenge Filing Fee	The applicable fee to file a Notice of Challenge in accordance with Rule 27.1 and the Schedule of Fees
Claim Filing Fee	The applicable fee to file a Notice of Arbitration in accordance with Rule 6.3(i) and the Schedule of Fees
Claimant	Includes one or more claimants
<i>Code of Ethics</i>	SIAC's <i>Code of Ethics for Arbitrators</i> in force at the date of commencement of the arbitration

Committee of the SIAC Court	A Committee consisting of not fewer than three members of the SIAC Court
Counterclaim Filing Fee	The applicable filing fee for any counterclaim or cross-claim filed in the arbitration in accordance with Rule 7.1(h) or Rule 33.3 and the Schedule of Fees
EA Filing Fee	The applicable fee to file an application for the appointment of an Emergency Arbitrator in accordance with Rule 12.1, Schedule 1 and the Schedule of Fees
Emergency Arbitrator	An Emergency Arbitrator appointed in accordance with Rule 12.1 and paragraph 7 of Schedule 1
Filing Fees	Include the Challenge Filing Fee, Claim Filing Fee, Counterclaim Filing Fee, EA Filing Fee, Joinder Filing Fee, and any other applicable fee in accordance with the Schedule of Fees
Joinder Filing Fee	The applicable fee to file an application for joinder in accordance with Rule 18 and the Schedule of Fees
Notice	A Notice of Arbitration, including all accompanying documents, filed in accordance with Rule 6
party or parties	Include the claimant, respondent and any additional party
<i>Practice Notes</i>	Guidelines published by the Registrar to supplement, regulate and implement these Rules in force at the date of commencement of the arbitration
President	The President of the SIAC Court and includes any Vice President and the Registrar
Registrar	The Registrar of the SIAC Court and includes any Deputy Registrar
Respondent	Includes one or more respondents
Response	A Response to the Notice of Arbitration, including all accompanying documents, filed in accordance with Rule 7
Rules	Arbitration Rules of the Singapore International Arbitration Centre (7 th Edition, [<i>date</i>])
Schedule of Fees	The SIAC Schedule of Fees in force at the date of commencement of the arbitration
Schedules	Schedule 1 and Schedule 2 of these Rules and any additional schedules as may be published by SIAC from time to time
seat of the arbitration	The seat, meaning the legal place, of the arbitration
SIAC	The Singapore International Arbitration Centre
SIAC Board	The Board of Directors of SIAC
SIAC Court	The Court of Arbitration of SIAC
SIAC Gateway	The case management system hosted by SIAC and accessible at [<i>web address</i>]

SIAC Secretariat	The case management team of SIAC
SIMC	The Singapore International Mediation Centre
Tribunal	Refers to panels of one or more arbitrators appointed in the arbitration
Vice President	One or more Vice Presidents of the SIAC Court
written communications	Include notices, and any notification, communication or proposal, data messages, electronic communications, applications, pleadings, witness statements, expert reports, decisions, rulings, orders, awards, and other correspondence and documents that are produced, submitted or exchanged in the arbitration

3. Interpretation

- 3.1 Rule headings are for reference only and are not to be used for the purpose of interpretation.
- 3.2 Any singular noun shall be understood to refer to the plural in appropriate circumstances and *vice versa*.
- 3.3 Save as may relate to powers exercisable by the Tribunal, the Registrar shall have the power to interpret any provision under these Rules.
- 3.4 Prior to the constitution of the Tribunal, the Registrar shall determine the acceptance and ordering of any procedural application.
- 3.5 In all matters not expressly provided for in these Rules, the SIAC Court, the President, the Vice President, the Registrar, the SIAC Secretariat, and the Tribunal shall act in the spirit of these Rules and shall endeavour to ensure:
- (a) the fairness of the proceedings;
 - (b) the expeditious and cost-effective conduct of the arbitration proportionate to the complexity of the claim and the amount in dispute; and
 - (c) the enforceability of any award.
- 3.6 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.

4. Communications

- 4.1 Unless otherwise required under these Rules, the parties shall deliver all written communications to all parties, the Tribunal and the SIAC Secretariat. Such written communications may be delivered by any means of communication that provides or allows for a record of its delivery, including by hand, registered mail or courier service, email or other form of electronic communication.
- 4.2 Upon notification of the commencement of the arbitration, the Registrar may direct that the parties shall be required to upload all written communications to the SIAC Gateway at [*web address*].
- 4.3 Any written communications shall be deemed to be received if they are:
- (a) delivered to the contact details designated by the parties or their representatives for the purpose of the arbitration; or
 - (b) uploaded to the SIAC Gateway at [*web address*] by direction of the Registrar.
- 4.4 In the absence of such designation or direction under Rule 4.3(a) or (b), any written communications shall be deemed to be received if they are delivered:
- (a) to the addressee personally or to its authorised representative;
 - (b) to the addressee's place of business, habitual residence or mailing address; or
 - (c) according to the practice of the parties in prior dealings.

If, after making a reasonable inquiry, delivery cannot be effected under Rule 4.4(a) – (c), written communications shall be deemed to be received if they are delivered to the addressee's last-known place of business, habitual residence or mailing address.

- 4.5 Any application under these Rules shall be simultaneously delivered to all parties, the Tribunal and the SIAC Secretariat with confirmation of the date and mode of service.
- 4.6 All written communications to the parties shall be deemed to have been received by the parties on the day that they were delivered in accordance with Rule 4.3 or Rule 4.4.

5. Periods of Time

- 5.1 For the purpose of calculating any period of time under these Rules, such period shall commence from the day following the receipt of any written communications or the deemed receipt of such written communications.

- 5.2 Any statutory holidays or non-business days at the place of receipt shall be included in the calculation of any period of time under these Rules. If the last day of any period of time under these Rules is a statutory holiday or non-business day at the place of receipt, the period of time shall be extended until the first business day at the place of receipt which follows.
- 5.3 Except as otherwise provided in these Rules, the Registrar may extend or abridge any period of time under these Rules.

SECTION II. COMMENCEMENT OF ARBITRATION

6. Notice of Arbitration

- 6.1 The party initiating recourse to arbitration under these Rules (“Claimant”) shall deliver a Notice of Arbitration to the Registrar and the other party (“Respondent”). Subject to compliance with Rule 4 of these Rules, the Claimant may file the Notice online through the SIAC Gateway at [*web address*].
- 6.2 The date on which the Notice is received by the Registrar shall be deemed to be the date of commencement of the arbitration. The SIAC Secretariat shall notify the parties of the commencement of the arbitration.
- 6.3 The Notice shall include the following:
- (a) a demand that the dispute be referred to arbitration;
 - (b) the identity and contact details of the parties to the arbitration and their representatives;
 - (c) the date and mode of service of the Notice on the Respondent;
 - (d) a copy or description of the arbitration agreement invoked;
 - (e) a copy or description of the contract, treaty or other instrument out of or in connection to which the dispute arises;
 - (f) a statement describing the nature and circumstances of the dispute, including the relief and remedy sought and an initial estimate of the claim amount;
 - (g) any comment as to the applicable rules of law, seat of the arbitration, language of the arbitration, number of arbitrators, and procedure for the constitution of the Tribunal;
 - (h) a statement on the existence of any third-party funding relationship and the identity and contact details of the third-party funder; and
 - (i) payment of the Claim Filing Fee.
- 6.4 The Notice may include the Statement of Claim in accordance with Rule 33.2.

- 6.5 The Registrar shall determine whether the Notice complies or substantially complies with the requirements under Rule 6.3.
- 6.6 If the Registrar determines that the Notice does not comply or substantially comply with any of the requirements under Rule 6.3, or the Claim Filing Fee is not paid upon the filing of the Notice, the Registrar may set a period of time for the Claimant to remedy the deficiency in the Notice or to make payment of the Claim Filing Fee. If the Claimant does not comply within this period of time, the Registrar may terminate SIAC's administration of the arbitration without prejudice to the Claimant refiling a Notice in another proceeding.

7. Response to the Notice of Arbitration

- 7.1 The Respondent shall deliver a Response to the Notice of Arbitration to the Registrar and the Claimant within 14 days from the date of commencement of the arbitration. The Response shall include the following:
- (a) the identity and contact details of the Respondent and its representatives;
 - (b) the date and mode of service of the Response on the Claimant;
 - (c) a brief statement describing the nature and circumstances of the dispute and a confirmation or denial of all or part of the claims;
 - (d) any objection to jurisdiction under Rule 8.1 and/or Rule 31.2;
 - (e) a statement describing the nature and circumstances of any counterclaim, cross-claim or set-off, including the relief claimed and an initial estimate of the claim amount;
 - (f) any comment as to the applicable rules of law, seat of the arbitration, language of the arbitration, number of arbitrators, and procedure for the constitution of the Tribunal;
 - (g) a statement on the existence of any third-party funding relationship and the identity and contact details of the third-party funder; and
 - (h) payment of the Counterclaim Filing Fee for any counterclaim or cross-claim.
- 7.2 If the Claimant has filed a Statement of Claim with the Notice pursuant to Rule 6.4, the Respondent may, but is not required to, include a Statement of Defence and Statement of Counterclaim in accordance with Rule 33.3.
- 7.3 If the Respondent has filed a counterclaim or cross-claim, the Response shall be accompanied by payment of the Counterclaim Filing Fee in accordance with Rule 7.1(h). If the Counterclaim Filing Fee is not paid upon the filing of the Response, the Registrar shall set a period of time for the Respondent to make payment of the Counterclaim Filing Fee. If payment is not received during this period of time, the Registrar may deem the counterclaim or cross-claim to be withdrawn on a without prejudice basis.

7.4 The failure of the Respondent to submit its Response will not prevent the SIAC Court, the President, the Vice President, the Registrar and the SIAC Secretariat from making any decision under these Rules and proceeding with the administration of the arbitration.

8. *Prima Facie* Jurisdictional Objection

8.1 If the Respondent fails to submit a Response, or any party objects to the existence, validity or applicability of the arbitration agreement, the arbitration shall proceed and any question of jurisdiction shall be determined by the Tribunal unless the Registrar determines, prior to the constitution of the Tribunal, that the matter shall be referred to the SIAC Court for a *prima facie* determination under Rule 8.2.

8.2 Where the Registrar refers a matter to the SIAC Court under Rule 8.1, the SIAC Court shall determine, on a *prima facie* basis, whether and to what extent the arbitration shall proceed. Any decision by the Registrar or the SIAC Court that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

8.3 In the event that the SIAC Court determines that the arbitration shall not proceed, in whole or in part, the Registrar shall terminate SIAC's administration of the arbitration in line with the decision of the SIAC Court.

9. Amendments to the Notice or Response

9.1 A party must apply to the Registrar to amend, modify or supplement the Notice or the Response or any procedural application under the Rules prior to the constitution of the Tribunal.

10. Representation

10.1 A party may be self-represented or represented or assisted by any person of their choice, including legal counsel, advocates, agents, or any other authorised representatives, subject to any applicable law.

10.2 Prior to the constitution of the Tribunal, the Registrar may direct any party representative to provide proof of authority in a form to be determined by the Registrar. Any question as to the validity of this proof of authority shall ultimately be determined by the Tribunal.

10.3 Prior to the constitution of the Tribunal, any change or addition by a party to its representatives must be communicated to the Registrar and the parties.

10.4 After the constitution of the Tribunal, the Tribunal may direct any party representative to provide proof of authority in a form to be determined by the Tribunal.

10.5 After the constitution of the Tribunal, any change or addition by a party to its representatives must be first proposed to the Tribunal and the parties. The Tribunal may, after considering the views of the parties, refuse to allow a proposed change of representation to safeguard the composition of the Tribunal.

11. Administrative Conference

11.1 Prior to the constitution of the Tribunal, the Registrar may direct the parties to attend an administrative conference to discuss and make directions for any procedural applications in accordance with Rule 3.4. The administrative conference may be conducted by videoconference, teleconference or other form of electronic communication.

SECTION III. PROCEDURAL APPLICATIONS

12. Emergency Arbitration

12.1 Prior to the constitution of the Tribunal, a party may apply for the appointment of an Emergency Arbitrator in accordance with the procedures set out in Schedule 1. An application under Rule 12.1 and Schedule 1 may be made prior to the filing of the Notice.

13. Streamlined Procedure

13.1 At the time of filing the Notice or the Response, or at any time prior to the constitution of the Tribunal, a party may file an application with the Registrar for the arbitration to be conducted in accordance with the Streamlined Procedure set out in Schedule 2 where:

- (a) the parties have agreed to the application of the Streamlined Procedure;
- (b) the amount in dispute does not exceed the equivalent amount of S\$1,000,000 at the time of the application; or
- (c) the circumstances of the case warrant the application of the Streamlined Procedure.

13.2 The President shall, after considering the views of the parties, determine whether to grant an application under Rule 13.1. Where the President grants an application for the Streamlined Procedure, the procedure set out in Schedule 2 shall apply.

14. Expedited Procedure

14.1 At the time of filing the Notice or the Response, or at any time prior to the constitution of the Tribunal, a party may file an application with the Registrar for the arbitration to be conducted in accordance with the Expedited Procedure where:

- (a) the parties have agreed to the application of the Expedited Procedure;
 - (b) the amount in dispute does not exceed the equivalent amount of S\$10,000,000 at the time of the application; or
 - (c) the circumstances of the case warrant the application of the Expedited Procedure.
- 14.2 The President shall, after considering the views of the parties, determine whether to grant an application under Rule 14.1. Where the President grants an application for the Expedited Procedure, the following procedure shall apply:
- (a) the case shall be referred to a sole arbitrator unless the President determines otherwise;
 - (b) the dispute shall be decided on the basis of written submissions and any accompanying documentary evidence, unless any party requests a hearing or the Tribunal decides that a hearing would be appropriate;
 - (c) the Tribunal shall hold any hearing by videoconference, teleconference or other form of electronic communication unless the parties agree to an in-person or hybrid hearing;
 - (d) the final award shall be made within six (6) months from the date of constitution of the Tribunal unless 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.
- 14.3 The Tribunal shall have the power to adopt any procedural mechanisms as it considers appropriate taking into account the expedited nature of the proceedings. The Tribunal may, after considering the views of the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence.
- 14.4 The parties shall be deemed to have agreed that, where an arbitration is conducted in accordance with the Expedited Procedure, the rules and procedures set forth under this Rule 14 shall apply and take precedence over any inconsistent or contrary terms in the arbitration agreement. Subject to the modifications set out in this Rule 14, and any specific directions of the Tribunal, the provisions of these Rules shall apply, *mutatis mutandis*, to an arbitration conducted under the Expedited Procedure.
- 14.5 The Tribunal may, in consultation with the Registrar and the parties, order that the arbitration shall no longer be conducted in accordance with the Expedited Procedure. Notwithstanding such an order by the Tribunal, the arbitration shall

continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

- 14.6 Unless the parties have agreed to a previous edition of the SIAC Rules, any agreement by the parties to the application of the Expedited Procedure under a previous rule reference shall be deemed to be an agreement for the arbitration to be conducted under this Rule 14.

15. Multiple Contracts

- 15.1 Where disputes arise out of or in connection to more than one arbitration agreement, the Claimant shall:
- (a) file a Notice in respect of each arbitration agreement invoked;
 - (b) file a Notice in respect of each arbitration agreement invoked and concurrently submit an application to consolidate the arbitrations in accordance with Rule 16.1; or
 - (c) file a Notice in respect of all the arbitration agreements invoked and the Notice shall be deemed to be an application to consolidate all such arbitrations in accordance with Rule 16.1.

In addition to the requirements under Rule 6.3, the Notice shall include a statement identifying the relevant contracts and the claims arising out of or in connection with each arbitration agreement invoked.

- 15.2 Subject to compliance with Rule 6.3, the Claimant shall be deemed to have commenced multiple arbitrations, one in respect of each arbitration agreement invoked, and the Registrar shall assign a separate case reference for each arbitration agreement invoked.
- 15.3 Where the Claimant has filed the Notices pursuant to Rule 15.1(b), the Registrar shall accept payment of a single Claim Filing Fee for all the arbitrations sought to be consolidated. If the SIAC Court rejects the application for consolidation under Rule 16.4, in whole or in part, the Claimant shall be required to make payment of the Claim Filing Fee in respect of each case reference that has not been consolidated in accordance with Rule 6.3(i).
- 15.4 Where the Claimant has filed a single Notice pursuant to Rule 15.1(c), the Registrar shall accept payment of a single Claim Filing Fee for all the arbitrations sought to be consolidated. If the SIAC Court rejects the application for consolidation under Rule 16.4, in whole or in part, the Claimant shall file a Notice and make payment of the Claim Filing Fee in respect of each case reference that has not been consolidated in accordance with Rule 6.

16. Consolidation

- 16.1 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 SIAC's administration into a single arbitration where:
- (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 or in connection with the same legal relationship(s); (ii) the disputes arise out of or in connection with contracts consisting of a principal contract and its ancillary contract(s); (iii) the disputes arise out of or in connection with the same transaction or series of transactions; or (iv) a common question of law or fact arises out of or in connection with all the arbitrations.
- 16.2 An application for consolidation under Rule 16.1 shall include:
- (a) the date and mode of service of the application on all parties and any appointed arbitrators;
 - (b) the case reference numbers of the arbitrations sought to be consolidated;
 - (c) the identity and contact details of the parties and their representatives, and any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;
 - (d) the information specified in Rule 6.3(d) and Rule 6.3(e);
 - (e) a statement on the existence of any third-party funding relationship in the arbitrations sought to be consolidated and the identity and contact details of the third-party funder; and
 - (f) a statement of the facts and legal basis supporting the application.
- 16.3 The Registrar may order a stay of any of the arbitrations sought to be consolidated pending the decision of the SIAC Court.
- 16.4 The SIAC Court shall, after considering the views of the parties, decide whether to grant, in whole or in part, an application for consolidation under Rule 16.1.
- 16.5 The SIAC Court's decision to grant an application for consolidation under Rule 16.4 is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The SIAC Court's decision to reject an application for consolidation under Rule 16.4 is without prejudice to any party's right to apply to the Tribunal for consolidation pursuant to Rule 16.9. Any arbitrations that are not consolidated shall continue as separate arbitrations.

- 16.6 Where the SIAC Court decides to consolidate two or more arbitrations under Rule 16.4, 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 SIAC Court decides otherwise. For the purpose of the administration of the arbitration, the SIAC Court will designate the parties in the consolidated arbitration as claimant(s) and respondent(s).
- 16.7 Where an application for consolidation is granted under Rule 16.4, the SIAC Court may, after considering the views of the parties, revoke the appointment of any arbitrators appointed prior to the decision on consolidation. Unless the Registrar determines otherwise, the appointment provisions under these Rules shall apply as appropriate, and any timelines thereunder shall run from the date of receipt of the SIAC Court's decision under Rule 16.4.
- 16.8 Where an application for consolidation is made under Rule 16.1(a) on the basis of the agreement of all parties, the President shall have the power to determine the application in place of the SIAC Court.
- 16.9 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 SIAC's administration into a single arbitration where:
- (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 or in connection with the same legal relationship(s); (ii) the disputes arise out of or in connection with contracts consisting of a principal contract and its ancillary contract(s); (iii) the disputes arise out of or in connection with the same transaction or series of transactions; or (iv) a common question of law or fact arises out or in connection with all the arbitrations.
- 16.10 Subject to any specific directions of the Tribunal, the provisions of Rule 16.2 shall apply, *mutatis mutandis*, to an application for consolidation under Rule 16.9.
- 16.11 The Tribunal shall, after giving all parties the opportunity to be heard, decide whether to grant, in whole or in part, an application for consolidation under Rule 16.9. The Tribunal's decision to grant an application for consolidation under this Rule 16.11 is without prejudice to the Tribunal's 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.

- 16.12 Where an application for consolidation is granted under Rule 16.11, the SIAC Court may, after considering the views of the parties, revoke the appointment of any arbitrators appointed prior to the decision on consolidation.
- 16.13 The SIAC Court's decision to revoke the appointment of any arbitrator under Rule 16.7 or Rule 16.12 is without prejudice to the validity of any act done or any decision, ruling, order, or award made by the arbitrator before their appointment was revoked.
- 16.14 Where an application for consolidation is granted under Rule 16.4 or Rule 16.11, any party who did not have the opportunity to nominate an arbitrator or otherwise participate in the constitution of the Tribunal shall be deemed to have waived this right.

17. Coordinated Proceedings

- 17.1 Where the same Tribunal is constituted in two or more arbitrations, and a common question of law or fact arises out of or in connection with all the arbitrations, the Tribunal may, after giving the parties the opportunity to be heard, determine that:
- (a) the coordinated arbitrations shall be conducted concurrently or sequentially;
 - (b) the coordinated arbitrations shall be heard together and any procedural aspects shall be aligned; or
 - (c) any of the coordinated arbitrations shall be suspended pending a determination in any of the other coordinated arbitrations.
- 17.2 Unless otherwise agreed by the parties, the coordinated arbitrations shall remain separate proceedings and the Tribunal shall issue separate decisions, rulings, orders, or awards in each arbitration.

18. Joinder

- 18.1 At the time of filing the Notice or the Response, or at any time prior to the constitution of the Tribunal, a party or non-party to the arbitration may file an application with the Registrar for the joinder of one or more additional parties to an arbitration pending under these Rules as a claimant or a respondent (each, an "additional party") where:
- (a) all parties, including the additional party, have agreed to the joinder of the additional party; or
 - (b) the additional party is *prima facie* bound by the arbitration agreement.

- 18.2 An application for joinder under Rule 18.1 shall include:
- (a) the date and mode of service of the application on all parties, including the additional party;
 - (b) the case reference number of the pending arbitration;
 - (c) the identity and contact details of all parties, including the additional party, and their representatives;
 - (d) submissions on whether the additional party shall be designated as a claimant or a respondent;
 - (e) the information specified in Rule 6.3(d) and Rule 6.3(e);
 - (f) a statement on the existence of any party's, including the additional party's, third-party funding relationship, and the identity and contact details of the third-party funder;
 - (g) a statement of the facts and legal basis supporting the application; and
 - (h) payment of the Joinder Filing Fee.
- 18.3 The Registrar shall determine whether the application for joinder complies or substantially complies with the requirements under Rule 18.2. The SIAC Secretariat shall notify all parties, including the additional party, when the application for joinder is complete.
- 18.4 If the Registrar determines that the application for joinder does not comply or substantially comply with any of the requirements under Rule 18.2, or the Joinder Filing Fee is not paid upon the filing of the application, the Registrar may set a period of time for the deficiency in the application to be remedied. If the application is not brought into compliance within this period of time, the Registrar may deem the application to be withdrawn on a without prejudice basis.
- 18.5 The SIAC Court shall, after considering the views of all parties, including the additional party, decide whether to grant, in whole or in part, an application for joinder under Rule 18.1.
- 18.6 The SIAC Court's decision to grant an application for joinder under Rule 18.5 is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The SIAC Court's decision to reject an application for joinder under Rule 18.5, is without prejudice to any party's or non-party's right to apply to the Tribunal for joinder in accordance with Rule 18.11.
- 18.7 Where an application for joinder is granted under Rule 18.5, the date of receipt of the complete application shall be deemed to be the date of commencement of the arbitration in respect of the additional party.

- 18.8 Where an application for joinder is granted under Rule 18.5, the SIAC Court may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless the Registrar determines otherwise, the appointment provisions under these Rules shall apply as appropriate, and any timelines thereunder shall run from the date of receipt of the SIAC Court's decision under Rule 18.5.
- 18.9 The SIAC Court's decision to revoke the appointment of any arbitrator under Rule 18.8 is without prejudice to the validity of any act done or any decision, ruling, order, or award made by the arbitrator before their appointment was revoked.
- 18.10 Where an application for joinder is made under Rule 18.1(a) on the basis of the agreement of the parties, the President shall have the power to determine the application in place of the SIAC Court.
- 18.11 After the constitution of the Tribunal, a party or non-party to the arbitration may apply to the Tribunal for the joinder of one or more additional parties to an arbitration pending under these Rules as a claimant or a respondent (each, an "additional party") where:
- (a) all parties, including the additional party, have agreed to the joinder of the additional party; or
 - (b) the additional party is *prima facie* bound by the arbitration agreement.
- 18.12 Subject to any specific directions of the Tribunal, the provisions of Rule 18.2 shall apply, *mutatis mutandis*, to an application for joinder under Rule 18.11. Where appropriate, an application to the Tribunal under Rule 18.11 may be filed with the Registrar who shall deliver the application to the Tribunal.
- 18.13 The Tribunal shall, after giving all parties, including the additional party, the opportunity to be heard, decide whether to grant, in whole or in part, an application for joinder under Rule 18.11.
- 18.14 The Tribunal's decision to grant an application for joinder under Rule 18.13 is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision.
- 18.15 Where an application for joinder is granted under Rule 18.13, the date of receipt by the Registrar or the Tribunal, 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.
- 18.16 Where an application for joinder is granted, in whole or in part, under Rule 18.5 or Rule 18.13, any party who did not have the opportunity to nominate an arbitrator or otherwise participate in the constitution of the Tribunal shall be deemed to have waived this right.

18.17 Where an application for joinder is granted under Rule 18.5 or Rule 18.13, the parties and additional party may make claims, counterclaims, cross-claims or set-offs against any other party in accordance with the provisions set out in Rule 6 and Rule 7.

SECTION IV. CONSTITUTION OF THE TRIBUNAL

19. Rules on Appointment

19.1 Unless otherwise agreed by the parties, the Tribunal shall be comprised of one or three arbitrators. In the event that the parties have not agreed on the number of arbitrators, a sole arbitrator shall be appointed unless the Registrar determines, after considering the views of the parties, that the dispute warrants the appointment of three arbitrators.

19.2 If the parties have agreed that an arbitrator is to be appointed by any or all of the parties, the arbitrators or any third person, body or organisation, that agreement shall be deemed an agreement to nominate an arbitrator under these Rules and shall be subject to appointment by the President in accordance with Rule 19.4.

19.3 The President may appoint any arbitrator whose appointment has been suggested or proposed by any or all of the parties, the arbitrators or any third person, body or organisation.

19.4 In all cases, any arbitrator nominated by any or all of the parties, the arbitrators or any third person, body or organisation, shall be subject to appointment by the President. The President may, after considering the views of the parties, the arbitrators or the relevant third person, body or organisation, refuse to appoint any arbitrator under this Rule 19.4.

19.5 In appointing an arbitrator under these Rules, the President shall take into account any agreed qualifications and such considerations that are relevant to the impartiality or independence of the arbitrator and bearing in mind, as appropriate, principles of diversity and inclusion.

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

19.7 Where the parties are of different nationalities, the President shall appoint a sole arbitrator or a presiding arbitrator of a different nationality than the parties, unless the parties have otherwise agreed or the President determines it appropriate taking into account any proposals by the parties and the circumstances of the case.

- 19.8 In making an appointment under Rule 21.2, Rule 22.3 or Rule 23.2, the President may make a direct appointment or, upon the request of a party, consider the use of the following list procedure:
- (a) the President shall communicate to the Claimant(s) and the Respondent(s) an identical list containing at least five names;
 - (b) within seven (7) days from receipt of such list, or within the period otherwise agreed by the parties or set by the Registrar, each party shall return the list directly to the Registrar, without the need to copy the other party, and shall number the candidates on the list in the order of its preference with the entitlement to strike one (1) candidate to which it objects;
 - (c) after the expiry of the above period of time, and subject to compliance with Rule 20.1, the President shall appoint the arbitrator(s) from among the candidates approved on the lists returned to the Registrar and in accordance with the mutual order of preference of the parties; and
 - (d) if for any reason the appointment cannot be made according to this procedure, the President may make the appointment in accordance with the relevant appointment provision under these Rules.
- 19.9 The Registrar may, after considering the views of the parties, extend or abridge any timelines for appointment prescribed under these Rules or otherwise agreed by the parties.
- 19.10 If, under an appointment procedure agreed by the parties, the appointment cannot be effected on those terms, the President shall appoint the arbitrator(s).
- 19.11 If, under an appointment procedure agreed by the parties, there is the risk of unequal treatment that may affect the enforceability of the award, the President may, after considering the views of the parties, take any necessary measure to constitute an independent and impartial Tribunal. In such case, each party shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, and the President may revoke the appointment of any arbitrators.
- 19.12 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and the *Practice Notes* for the time being in force. The parties may agree to alternative methods of determining the Tribunal's fees prior to the constitution of the Tribunal. No change to the method of determining the Tribunal's fees will be allowed after the constitution of the Tribunal.
- 19.13 The Tribunal shall be deemed to be constituted on the date that the SIAC Secretariat notifies the parties of the appointment.

19.14 Any decision by the President or the Registrar on appointment shall be final and not subject to appeal. Such decisions on appointment cannot form the basis for a challenge under these Rules.

20. Disclosure

20.1 Any arbitrator appointed under these Rules shall be and shall remain at all times independent and impartial, and conduct themselves in accordance with these Rules, SIAC's *Code of Ethics* and the *Practice Notes* for the time being in force. Any arbitrator appointed under these Rules must sign a Statement of Acceptance, Independence, Impartiality and Availability.

20.2 Prior to their appointment, a prospective arbitrator shall disclose in writing to the Registrar any circumstances which may give rise to justifiable doubts as to their impartiality or independence, and indicate whether they do not possess any qualifications agreed by the parties.

20.3 After their appointment, an arbitrator has a continuing obligation to immediately disclose in writing to the Registrar, the parties and the other arbitrators any circumstances which may give rise to justifiable doubts as to their impartiality or independence which are discovered or arise during the arbitration.

21. Sole Arbitrator

21.1 Where a sole arbitrator is to be appointed, the parties may jointly nominate the sole arbitrator within 21 days from the date of commencement of the arbitration, or within the period of time otherwise agreed by the parties or set by the Registrar.

21.2 If the parties are not able to jointly nominate the sole arbitrator within 21 days from the date of commencement of the arbitration, or within the period of time otherwise agreed by the parties or set by the Registrar, the President shall appoint the sole arbitrator.

22. Three Arbitrators

22.1 Where three arbitrators are to be appointed, the Claimant and Respondent shall each nominate an arbitrator within 21 days from the date of commencement of the arbitration or within the period of time otherwise agreed by the parties or set by the Registrar.

22.2 If a party fails to nominate an arbitrator within 21 days from the date of commencement of the arbitration, or within the period of time otherwise agreed by the parties or set by the Registrar, the President shall proceed to appoint an arbitrator on its behalf.

22.3 The presiding arbitrator shall be appointed by the President unless the parties have otherwise agreed upon a procedure for the nomination of the presiding arbitrator.

23. Multi-Party Appointment of Three Arbitrators

23.1 Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate an arbitrator and the Respondent(s) shall jointly nominate an arbitrator within 28 days from the date of commencement of the arbitration or within the period of time otherwise agreed by the parties or set by the Registrar. The presiding arbitrator shall be appointed in accordance with Rule 22.3.

23.2 In the absence of joint nominations from both the Claimant(s) and the Respondent(s) having been made within 28 days from the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the President will appoint all three arbitrators and designate the presiding arbitrator.

23.3 When making the appointment of all three arbitrators under Rule 23.2, the President may, after considering the views of the parties, appoint an arbitrator who has been nominated by the Claimant(s) or Respondent(s).

24. Tribunal Secretary

24.1 In accordance with this Rule 24 and the *Practice Notes* for the time being in force:

- (a) the Tribunal may, after considering the views of the parties and in consultation with the Registrar, appoint a Tribunal Secretary; or
- (b) the Registrar may, on the request of the Tribunal, after considering the views of the parties, appoint a member of the SIAC Secretariat as a Tribunal Secretary.

24.2 The duties of disclosure under Rule 20 shall apply, *mutatis mutandis*, to the appointment of any Tribunal Secretary.

24.3 The Tribunal shall not delegate any of its decision-making or other essential 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.

24.4 A Tribunal Secretary may be removed by the Tribunal in consultation with the Registrar.

24.5 A party who wishes to challenge a Tribunal Secretary shall file a Notice of Challenge within 7 days from the date of the notice of appointment of the Tribunal Secretary or within 7 days from the date that the circumstances specified in Rule

26.1, which applies herein *mutatis mutandi*, became known or should have reasonably been known to that party.

24.6 Any challenge to the Tribunal Secretary shall be decided by the Registrar who shall not be required to provide reasons for the decision. The Registrar's decision on any challenge to a Tribunal Secretary shall be final and not subject to appeal under these Rules.

25. Communications with the Tribunal

25.1 All communications by the parties to the Tribunal shall be made in accordance with Rule 4 and any relevant direction by the Tribunal.

25.2 Prior to the constitution of the Tribunal, a party or its representative shall not engage in any *ex parte* communications relating to the arbitration with any prospective arbitrator, including any candidate for appointment as a party-nominated arbitrator, except to:

- (a) discuss the general nature of the dispute and of the anticipated proceedings;
- (b) discuss the candidate's qualifications, availability or independence in relation to the parties; or
- (c) discuss the suitability of candidates for selection as the presiding arbitrator where the parties or party-nominated arbitrators are to participate in that selection.

A party or its representative shall not engage in any *ex parte* communications relating to the arbitration with any candidate for presiding arbitrator.

25.3 After the constitution of the Tribunal, a party or its representative shall not engage in any *ex parte* communications relating to the arbitration with any arbitrator.

SECTION V. CHALLENGE, REMOVAL AND REPLACEMENT OF ARBITRATORS

26. Challenge of Arbitrators

26.1 An arbitrator may be challenged if:

- (a) circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence;
- (b) the arbitrator does not possess any requisite qualification on which the parties have agreed;
- (c) the arbitrator becomes *de jure* or *de facto* unable to perform their functions; or

- (d) the arbitrator fails to act or perform their functions in accordance with the Rules or within prescribed time limits.

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

27. Notice of Challenge

27.1 A party who wishes to challenge an arbitrator shall file a notice of challenge with the Registrar:

- (a) within 15 days from the date of receipt of the notice of appointment of the arbitrator who is being challenged; or
- (b) within 15 days from the date that the circumstances specified in Rule 26.1 became known or should have reasonably been known to that party.

27.2 The notice of challenge shall include a statement of the facts and legal basis supporting the challenge and shall include payment of the Challenge Filing Fee in accordance with the Schedule of Fees. 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.

27.3 If the Challenge Filing Fee is not paid upon the filing of the application, the Registrar may set a period of time for the challenging party to make payment. If payment is not made within this period of time, the Registrar may deem the application to be withdrawn on a without prejudice basis.

27.4 After receipt of a notice of challenge under Rule 27.1, the Registrar may order a suspension of the arbitration until the challenge is resolved. Unless the Registrar orders the suspension of the arbitration pursuant to this Rule 27.4, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the SIAC Court in accordance with Rule 28.

27.5 If within seven (7) days from the date the notice of challenge is filed, the other party agrees to the challenge or the challenged arbitrator voluntarily withdraws from office, the SIAC Court may direct that a substitute arbitrator be appointed in accordance with Rule 30.1. In neither case does this imply acceptance of the validity of the grounds for the challenge.

28. Decision on Challenge

28.1 If the challenge is not resolved in accordance with Rule 27.5, the SIAC Court shall decide the challenge after considering the views of the parties, the challenged arbitrator and any appointed arbitrators.

- 28.2 If the SIAC Court accepts the challenge, the SIAC Court shall remove the arbitrator, and a substitute arbitrator shall be appointed in accordance with Rule 30.1.
- 28.3 If the SIAC Court rejects the challenge, the challenged arbitrator shall continue with the arbitration.
- 28.4 The SIAC Court's decision on the challenge to an arbitrator under this Rule 28 shall be reasoned.
- 28.5 The SIAC Court's decision on the challenge shall be final and not subject to appeal under these Rules.
- 28.6 If a challenge is filed against an arbitrator who is a member of the SIAC Board or the SIAC Court, a Committee of the SIAC Court shall be constituted which shall include an external challenge committee member. The external challenge committee member shall be appointed in accordance with the list procedure set out in Rule 19.8.

29. Removal

- 29.1 The President may initiate the removal of an arbitrator, after considering the views of the parties, the arbitrator whose removal is being considered and the other arbitrators, if the President determines that the arbitrator has not complied with these Rules, the SIAC *Code of Ethics* or the *Practices Notes* for the time being in force.

30. Replacement

- 30.1 Except as otherwise provided in these Rules, in the event of the death, incapacity, resignation, withdrawal, or removal of an arbitrator by the SIAC Court or the President during the course of the arbitration, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced unless the Registrar determines otherwise. This procedure shall apply even if, during the process of appointing the arbitrator, a party failed to exercise its right to nominate an arbitrator.
- 30.2 If any arbitrator is replaced under these Rules, the Tribunal shall decide, after considering the views of the parties, whether any hearings held previously shall be repeated. Any hearings held previously relating solely to a decision, ruling, order, or award shall not be repeated and the decision, ruling, order, or award shall remain in effect.
- 30.3 Where the Tribunal is comprised of three or more arbitrators, the SIAC Court or the President may determine, as appropriate, after considering the views of the parties and the remaining arbitrators, that the remaining arbitrators shall proceed with the arbitration without appointing a substitute arbitrator under Rule 30.1.

SECTION VI. THE PROCEEDINGS

31. Jurisdiction of the Tribunal

31.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity, applicability 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 non-existent or null and void shall not entail *ipso jure* the invalidity of the arbitration agreement.

31.2 Any objection that:

- (a) the Tribunal does not have jurisdiction shall be raised no later than within the time period for the filing of the Statement of Defence or the Statement of Defence to a Counterclaim; or
- (b) the Tribunal is exceeding the scope of its jurisdiction shall be raised within 15 days from the date that the matter alleged to be beyond the scope of the Tribunal's jurisdiction arises during the arbitration.

The Tribunal may admit an objection raised by a party outside the time limits under this Rule 31.2 if it considers the delay to be justified. A party is not precluded from raising an objection under this Rule 31.2 by the fact that it has nominated, or participated in the nomination of, an arbitrator.

31.3 The Tribunal may rule on an objection referred to in Rule 31.2 either as a preliminary question or in a decision or award on the merits.

32. Conduct of the Proceedings

32.1 The parties and the Tribunal shall be deemed to have agreed that the arbitration is to be conducted with diligence and professionalism and further to the principles set out in Rule 3.5(a) – (c).

32.2 The Tribunal shall have the power to conduct the arbitration in such manner as it considers appropriate. In exercising its procedural discretion, the Tribunal shall at all times act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

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

32.4 As soon as practicable after the constitution of the Tribunal, the Tribunal shall convene a first case management conference with the parties to discuss the

procedures that will be most appropriate and efficient for the case. At the first case management conference, the Tribunal may additionally liaise with the parties on:

- (a) the potential for the settlement of all or part of the dispute, including the adoption of amicable dispute resolution methods such as the SIAC-SIMC Arb-Med-Arb Protocol; and
- (b) whether it would be appropriate to adopt environmentally sustainable procedures for the arbitration.

32.5 Any case management conference may be conducted in-person, in hybrid form, or by videoconference, teleconference or other form of electronic communication.

32.6 The Tribunal shall have the power to 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 determination of which could dispose of all or part of the case.

32.7 Unless otherwise agreed by the parties, the presiding arbitrator may make procedural rulings alone, subject to any later revision by the full Tribunal.

32.8 The President may direct the parties and the Tribunal to attend an administrative conference to identify and discuss the procedures that will be most appropriate and efficient for the case. The administrative conference may be conducted by videoconference, teleconference or other form of electronic communication.

33. Written Submissions

33.1 Unless the Tribunal determines otherwise, after considering the views of the parties, the submission of written statements shall proceed as set out in this Rule 33.

33.2 Unless already submitted pursuant to Rule 6.4, the Claimant shall, within a period of time to be determined by the Tribunal, deliver to the Respondent and the Tribunal a Statement of Claim setting out:

- (a) a statement of facts supporting the claim;
- (b) the legal grounds or arguments supporting the claim; and
- (c) the relief or remedy sought.

33.3 Unless already submitted pursuant to Rule 7.2, the Respondent shall, within a period of time to be determined by the Tribunal, deliver to the Claimant and the Tribunal a Statement of Defence setting out:

- (a) a statement of facts supporting the defence to the Statement of Claim and the Statement of Counterclaim (if any);

- (b) the legal grounds or arguments supporting the defence, counterclaim, cross-claim, or set-off; and
 - (c) the relief or remedy sought.
- 33.4 If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, deliver to the Respondent and the Tribunal a Statement of Defence to Counterclaim setting out:
- (a) a statement of facts supporting the Statement of Defence to Counterclaim;
 - (b) the legal grounds or arguments supporting the defence; and
 - (c) the relief or remedy sought.
- 33.5 A party may amend its claim or defence, including a counterclaim, cross-claim or set-off with leave of the Tribunal, unless the Tribunal considers it inappropriate to allow such amendment having regard to when it is requested or the prejudice to the parties or any other circumstances. A claim or defence, including a counterclaim, cross-claim or set-off, may not be amended in such a manner that the amended claim or defence, including a counterclaim, cross-claim or set-off, falls outside the scope of the arbitration agreement.
- 33.6 The Tribunal may, after considering the views of the parties, decide which further submissions would be required from the parties or may be presented by them.
- 33.7 All submissions referred to in this Rule 33 shall be accompanied by copies of all supporting witness statements and expert reports.

34. Issues for Determination

- 34.1 The Tribunal shall, in consultation with the parties, use reasonable efforts to identify the issues to be determined in the arbitration and record them in a procedural order.

35. Applicable Law

- 35.1 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.
- 35.2 The Tribunal shall decide in accordance with the terms of the contract and shall take into account any applicable usages of trade applicable to the transaction.
- 35.3 The Tribunal shall assume the powers of an *amiabile compositeur* or decide *ex aequo et bono* only if the parties have expressly authorised it to do so.

36. Seat of the Arbitration

36.1 The parties may agree on the seat of the arbitration. Failing such an agreement, the Tribunal shall determine the seat of arbitration.

37. Language of the Arbitration

37.1 The parties may agree on the language or languages of the arbitration. Failing such an agreement, the Tribunal shall determine the language or languages of the arbitration.

37.2 If a party submits a document written in a language or languages other than the language or languages of the arbitration, the Registrar or the Tribunal, as appropriate, may order that party to submit a translation in a form to be determined by the Registrar or the Tribunal.

37.3 For the purpose of the administration of the arbitration, the Registrar may, after considering the views of the parties, determine the language or languages of the communications between the SIAC Secretariat and the parties and the SIAC Secretariat and the Tribunal.

38. Third-Party Funding

38.1 A party shall disclose the existence of any third-party funding agreement and the identity of the third-party funder in its Notice or Response or immediately upon concluding a third-party funding agreement.

38.2 The funded party shall immediately notify the Tribunal, the parties and the Registrar of any changes to the third-party funding agreement in respect of which disclosures had previously been made.

38.3 The Tribunal may order the disclosure of the information referred to in Rule 38.1 and, after considering the views of the parties, details of the third-party funder's interest in the outcome of the proceedings, and whether the third-party funder has committed to undertake adverse costs liability.

38.4 After the constitution of the Tribunal, a party shall not enter into a third-party funding agreement which may give rise to a conflict of interest with any member of the Tribunal.

39. Hearings

39.1 Unless the parties have agreed that the dispute will be decided on the basis of written submissions and any accompanying documentary evidence 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 by witnesses, including expert witnesses, or for oral argument.

- 39.2 The Tribunal shall, after considering the views of the parties, set the date, time and format of any hearing and shall give the parties reasonable notice. The hearing may be conducted in-person, in hybrid form, or by videoconference, teleconference or other form of electronic communication.
- 39.3 Unless otherwise agreed by the parties, all hearings shall be conducted in private, and any recordings, transcripts, or documents used in relation to the arbitration shall be subject to the confidentiality provisions in Rule 59.
- 39.4 The Tribunal may deliberate at any location it considers appropriate. Any anticipated expenses for the Tribunal's deliberations must be approved in advance by the Registrar.

40. Witnesses

- 40.1 Prior to any hearing, the Tribunal may direct 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.
- 40.2 The Tribunal shall have the power to order, refuse to allow or limit the appearance of witnesses to give oral evidence at any hearing.
- 40.3 Any witness who gives oral evidence may be questioned by each of the parties and their representatives and the Tribunal in such manner as the Tribunal may determine.
- 40.4 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 40.2, any party may request that such a witness attend for oral examination, whether in-person, by videoconference, teleconference or other form of electronic communication. If the witness fails to attend for oral examination, the Tribunal may determine the weight to be placed on such written testimony, disregard such written testimony or exclude such written testimony altogether.
- 40.5 Subject to any applicable laws or regulations, a party or its representatives may interview any witness or potential witness prior to their appearance to give oral evidence at any hearing. In no circumstance may a party or its representatives provide or direct the content of the witness' testimony.

41. Tribunal-appointed Experts

- 41.1 The Tribunal may, after considering the views of the parties, appoint one or more experts to report on issues within the scope of the disputes which have been designated by the Tribunal and communicated to the parties or to otherwise assist the Tribunal.
- 41.2 The Tribunal shall consult with the parties on the terms of reference and fees of the expert.
- 41.3 Any expert appointed under Rule 41.1 shall provide a signed declaration prior to their appointment in a form to be determined by the Tribunal. The Tribunal shall determine any objection by a party to the expert's qualifications, impartiality or independence.
- 41.4 The parties shall give any expert appointed under Rule 41.1 any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.
- 41.5 Any expert appointed under Rule 41.1 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 the SIAC Secretariat, and the Tribunal shall invite the parties to submit written comments on the report.
- 41.6 If any party so requests or the Tribunal so decides, an expert appointed under Rule 41.1 shall, after delivery of their written report, attend for oral examination, whether in-person, or by videoconference, teleconference or other form of electronic communication.

42. Closure of the Proceedings

- 42.1 The Tribunal shall, as soon as practicable after the hearing or receipt of the final submissions, and upon being satisfied that the parties have no further relevant and material evidence to produce or submissions 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 SIAC Secretariat.
- 42.2 At the same time as the proceedings are closed, the Tribunal shall inform the parties of the anticipated date for submission of the draft award to the Registrar for scrutiny.
- 42.3 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 SIAC Secretariat.

43. Suspension, Settlement and Termination

- 43.1 The Registrar or the Tribunal, as appropriate, may suspend an arbitration in accordance with such terms as the parties have agreed or as otherwise provided in these Rules. The Registrar or the Tribunal may, after considering the views of the parties, order the tolling of any timelines.
- 43.2 In the event of a settlement, and if the parties so request, the Tribunal may make a consent award on agreed terms. The Tribunal is not obliged to provide reasons for a consent award or to include the settlement terms in the consent award.
- 43.3 If the parties do not require a consent award, the parties shall confirm to the Tribunal and the Registrar that a settlement has been reached, and the Tribunal shall issue an order for the termination of the arbitration.
- 43.4 The Tribunal shall, after considering the views of the parties, issue an order for the termination of the arbitration where:
- (a) the Claimant withdraws its claim, unless the Respondent objects thereto and the Tribunal recognises a legitimate interest on the Respondent's part in obtaining a final settlement of the dispute;
 - (b) the parties agree on the termination of the arbitration;
 - (c) the Tribunal finds that the continuation of the arbitration has become unnecessary or impossible; or
 - (d) the Registrar has deemed the relevant claims, counterclaims or cross-claims to be withdrawn for non-payment of deposits in accordance with Rule 56.5(b).
- 43.5 Prior to the constitution of the Tribunal, the Registrar shall have the power to terminate an arbitration in accordance with these Rules.

44. Non-participation and Non-compliance

- 44.1 If the Claimant fails to submit a Statement of Claim within the time specified by the Tribunal, the Tribunal may, after considering the views of the parties, issue an order for the termination of the arbitration in accordance with Rule 43, unless there are remaining matters which require determination.
- 44.2 If the Respondent fails to submit a Statement of Defence within the time specified by the Tribunal, 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 without treating such failure in itself as an admission of any allegations.

- 44.3 If, without showing sufficient cause, any party fails or refuses to comply with these Rules or with the Tribunal's orders or directions, or with any decision, ruling, order, or award, or to attend any meeting or hearing, the Tribunal may proceed with the arbitration. In these circumstances, the Tribunal may impose such sanctions as it deems appropriate and make an award on the evidence before it.

SECTION VII. POWERS OF THE TRIBUNAL

45. Interim Relief

- 45.1 Unless otherwise agreed by the parties, the Tribunal may, at the request of a party, issue an order or an award granting any interim or conservatory relief it deems appropriate. The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.
- 45.2 A request for interim or conservatory relief made by a party to a judicial authority is not incompatible with these Rules and shall not be considered a breach or waiver of the arbitration agreement. Any application to a judicial authority must be promptly notified to the Tribunal and the Registrar.

46. Preliminary Determination

- 46.1 A party may apply to the Tribunal for a preliminary determination of any issue that arises for determination in the arbitration where:
- (a) the parties agree that the Tribunal may determine such an issue on a preliminary basis;
 - (b) the applicant is able to demonstrate that the determination is likely to contribute to a savings of time and costs and a more efficient and expeditious resolution of the dispute; or
 - (c) the circumstances of the case warrant the preliminary determination.
- 46.2 An application for a preliminary determination under Rule 46.1 shall state the facts and legal basis supporting the application.
- 46.3 The Tribunal shall determine whether the application for a preliminary determination under Rule 46.1 is allowed 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 the application for a preliminary determination.
- 46.4 If the application for a preliminary determination is allowed to proceed, the Tribunal shall make a decision, ruling, order or award on the application, with reasons, which may be in summary form. The decision, ruling, order, or award shall be made within 45 days from the date of filing of the application, unless the Registrar extends the time.

47. Early Dismissal of Claims and Defences

- 47.1 A party may apply to the Tribunal for the early dismissal of a claim or defence where:
- (a) a claim or defence is manifestly without legal merit; or
 - (b) a claim or defence is manifestly outside the jurisdiction of the Tribunal.
- 47.2 An application for early dismissal under Rule 47.1 shall state the facts and legal basis supporting the application.
- 47.3 The Tribunal shall determine whether the application for early dismissal under Rule 47.1 is allowed 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.
- 47.4 If the application for early dismissal is allowed to proceed, the Tribunal shall make a decision, ruling, order, or award on the application, with reasons, which may be in summary form. The decision, ruling, order, or award shall be made within 45 days from the date of filing of the application, unless the Registrar extends the time.

48. Security for Costs

- 48.1 A party may apply to the Tribunal for an order that any party asserting a claim, counterclaim or cross-claim to provide security for legal costs and expenses and the costs of the arbitration.
- 48.2 If a party fails to comply with an order to provide security for legal costs and expenses and the costs of the arbitration, the Tribunal may make any consequential direction as appropriate.
- 48.3 A party shall promptly disclose any material change in the circumstances upon which the Tribunal has ordered security for legal costs and expenses and the costs of the arbitration.
- 48.4 The Tribunal may, after considering the views of the parties, modify or revoke its order on security for legal costs and expenses and the costs of the arbitration.

49. Security for Claims

- 49.1 A party may apply to the Tribunal for an order that any party responding to a claim, counterclaim or cross-claim to provide security against the relevant claim.
- 49.2 If a party fails to comply with an order to provide security for claims, the Tribunal may make any consequential direction as appropriate.

- 49.3 A party shall promptly disclose any material change in the circumstances upon which the Tribunal has ordered security for claims.
- 49.4 The Tribunal may, after considering the views of the parties, modify or revoke its order on security for claims.

50. Additional Powers of the Tribunal

- 50.1 Unless otherwise agreed by the parties, the Tribunal shall have the power to decide all procedural and evidential matters.
- 50.2 In addition to the other powers specified in these Rules, unless otherwise agreed by the parties, the Tribunal shall have the power to:
- (a) direct any party to give evidence by affidavit or in any other form;
 - (b) administer oaths or take affirmations of the parties and witnesses;
 - (c) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
 - (d) determine whether, and to what extent, the Tribunal should itself take the initiative in ascertaining the facts or the law;
 - (e) order the correction or rectification of any contract, subject to the law governing such contract;
 - (f) order any party to produce to the Tribunal and to the other parties for inspection, in a manner to be determined by the Tribunal, any document, property or item in their possession or control which the Tribunal considers relevant to the case and material to its outcome;
 - (g) order the preservation, storage, sale or disposal of any document, property or item which is or forms part of the subject matter of the dispute;
 - (h) 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;
 - (i) 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 an adequate opportunity to respond;
 - (j) determine the procedural law or any other law applicable to the arbitration;
 - (k) determine any claim of legal or other privilege; and
 - (l) except as provided in these Rules, extend or abridge any period of time prescribed under these Rules or by its directions.

SECTION VIII. THE AWARD

51. Making of the Award

- 51.1 The Tribunal may make more than one award at different points in time during the arbitration on different aspects of the matters to be determined.
- 51.2 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.
- 51.3 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, *inter alia*, the stage of the arbitration, any explanation provided by the absent arbitrator for their refusal to participate and the effect, if any, upon the enforceability of the award should the remaining arbitrators proceed without the absent arbitrator.
- 51.4 Unless otherwise agreed by the parties, the Tribunal shall specify in the final award the Registrar's determination of the costs of the arbitration and the Tribunal's apportionment thereon.
- 51.5 The Tribunal may award simple or compound interest from such date, at such rate and with such rest as the Tribunal considers appropriate, for:
- (a) the whole or any part of any sum awarded or sum at issue in the arbitration; and
 - (b) any costs awarded in the arbitration.

In making its award on interest, the Tribunal shall take into account any agreement by the parties on interest.

- 51.6 The parties shall be deemed to have agreed that any award shall be final and binding on the parties from the date it is made, and the parties undertake to carry out the award immediately and without delay. The parties hereby 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.

52. Form of the Award

- 52.1 The award shall be made in writing and shall be signed by the arbitrator(s). In an arbitration with more than one arbitrator, the signatures of the majority of the members of the Tribunal shall suffice, provided that the reason for any omitted signature is stated.
- 52.2 The Tribunal may, after considering the views of the parties, and in consultation with the Registrar, determine that it is appropriate for:
- (a) the award to be signed in counterpart; or
 - (b) the award to be signed electronically.
- 52.3 The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is by consent under Rule 43.2.
- 52.4 The award shall be deemed to be made at the seat of the arbitration and on the date stated therein.
- 52.5 The Tribunal shall deliver the award to the SIAC Secretariat, who shall deliver certified copies to the parties upon settlement of the costs of the arbitration.
- 52.6 At the request of a party, the Registrar may authenticate any award or arbitration agreement or certify copies thereof.

53. Scrutiny of the Award

- 53.1 Before making the award, the Tribunal shall submit such award in draft form to the Registrar and simultaneously inform the parties of the date of submission. The Tribunal shall submit the draft award to the Registrar not later than 30 days from the date on which the Tribunal declares the proceedings closed unless the Registrar determines otherwise.
- 53.2 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. The SIAC Secretariat shall inform the parties when the Registrar has completed the scrutiny.
- 53.3 No award shall be issued until it has been approved by the Registrar as to its form.

54. Correction, Interpretation and Additional Awards

- 54.1 Within 30 days from the date of receipt of an award, a party may, by written notice to the Registrar, the Tribunal and the other party, request the Tribunal to correct in the award any errors in computation, any clerical or typographical errors or any

errors of similar nature. If the Tribunal considers the request to be justified, it shall make the correction within 30 days from the date of receipt of the request. Any correction, made in the original award or in a separate memorandum, shall form part of the award.

- 54.2 The Tribunal may correct any error of the type referred to in Rule 54.1 on its own initiative within 30 days from the date of receipt of the award. The Registrar may extend the period of time for the Tribunal to make a correction under this Rule 54.2.
- 54.3 Within 30 days from the date of receipt of an award, a party may, by written notice to the Registrar, the Tribunal and the other party, request the Tribunal to give an interpretation of a specific point or part of the award. If the Tribunal considers the request to be justified, it shall give the interpretation in writing within 30 days from the date of receipt of the request. Any interpretation shall form part of the award.
- 54.4 Within 30 days from the date of receipt of an award, a party may, by written notice to the Registrar, the Tribunal and the other party, request the Tribunal to make an additional award as to claims presented in the arbitration but omitted from the award. If the Tribunal considers the request to be justified, it shall make the additional award within 60 days from the date of receipt of the request.
- 54.5 The provisions of Rule 53 shall apply, *mutatis mutandis*, to a correction, interpretation or an additional award.
- 54.6 The Registrar may determine that additional costs shall apply under this Rule 54 for the Tribunal's fees and expenses and SIAC's administration fees and expenses.

55. Remission

- 55.1 Where a State court remits an award to the Tribunal, these Rules shall apply as appropriate to the administration of the arbitration in accordance with the terms of such remission. The Registrar may take any necessary steps to enable the Tribunal to comply with the terms of such remission and may determine that additional costs of arbitration shall apply under this Rule 55.1 for the Tribunal's fees and expenses and SIAC's administration fees and expenses.

SECTION IX. DEPOSITS AND COSTS

56. Deposits

- 56.1 The Registrar shall fix the deposits payable towards the estimated costs of the arbitration calculated in accordance with the amount in dispute under the Schedule of Fees. 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.

- 56.2 Where the amount in dispute is not quantifiable at the time the deposits are due, the Registrar shall make a provisional estimate of the costs of the arbitration and call for the deposits thereon. This estimate may be adjusted upon the formal quantification of the amount in dispute or in light of such information as may subsequently become available.
- 56.3 The Registrar may at any time direct the parties to make further deposits towards the estimated costs of the arbitration.
- 56.4 Parties are jointly and severally liable for the costs of the arbitration. 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.
- 56.5 If a party fails to pay the deposits as directed, the Registrar may:
- (a) direct the Tribunal and the SIAC Secretariat to suspend the conduct and administration of the arbitration in whole or in part; and/or
 - (b) set a time limit on the expiry of which the relevant claim, counterclaim or cross-claim shall be considered as withdrawn on a without prejudice basis.
- 56.6 In the event that the costs of the arbitration as determined by the Registrar are less than the deposits made, there shall be a refund to the parties in the same proportions as the deposits were made unless the parties otherwise agree.
- 56.7 All deposits towards the estimated 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.
- 56.8 If a party pays the deposits towards the estimated costs of arbitration on behalf of another party, the Tribunal may issue an order or award for the reimbursement of such paid deposits.

57. Costs of the Arbitration

- 57.1 The Registrar shall determine the costs of the arbitration at the conclusion of the arbitration in accordance with the Schedule of Fees and the *Practice Notes* for the time being in force.
- 57.2 Under these Rules, the term “*costs of the arbitration*” shall comprise:
- (a) the Tribunal’s fees and expenses;
 - (b) SIAC’s administration fees and expenses;

- (c) the Emergency Arbitrator's fees and expenses;
- (d) the Tribunal Secretary's fees and expenses;
- (e) the costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal; and
- (f) the Filing Fees.

The costs of the arbitration shall include any government or statutory taxes or other charges where applicable.

57.3 The Tribunal's fees and SIAC's fees shall be subject to the maximum limits based on the amount in dispute in accordance with the Schedule of Fees. The Registrar shall have the power to:

- (a) 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
- (b) determine that an additional fee over and above the maximum limits prescribed in the Schedule of Fees shall apply to the Tribunal's fees and SIAC's fees.

57.4 The Tribunal's reasonable expenses and other allowances shall be reimbursed in accordance with the *Practice Notes* for the time being in force.

57.5 The Registrar may from time to time allow an interim payment to the Tribunal in accordance with these Rules and the *Practice Notes* for the time being in force.

57.6 The Registrar's determination of the costs of the arbitration shall be final and not subject to appeal under these Rules.

58. Legal Costs and Expenses

58.1 The Tribunal shall have the power to order in the award that all or a part of a party's legal costs and expenses shall be paid by another party.

SECTION X. GENERAL PROVISIONS

59. Confidentiality

59.1 Unless otherwise agreed by the parties, or as otherwise provided in these Rules, the parties, and any party representative, witness or expert, the members of the Tribunal, any Emergency Arbitrator, and any person appointed by the Tribunal, including any Tribunal Secretary and any Tribunal-appointed expert, the SIAC Court, the President, the Vice President, the Registrar, and the SIAC Secretariat

shall be under a continuing obligation to treat all matters relating to the proceedings as confidential.

59.2 The discussions and deliberations of the Tribunal, the SIAC Court and the SIAC Secretariat shall be confidential.

59.3 Unless otherwise agreed by the parties, or as otherwise provided in these Rules, the parties, and any party representative, witness or expert, the members of the Tribunal, any Emergency Arbitrator, and any person appointed by the Tribunal, including any Tribunal Secretary and any Tribunal-appointed 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 challenge or enforce 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 parties; or
- (f) for the purpose of any application under these Rules.

59.4 In Rule 59.1, "*matters relating to the proceedings*" includes the existence of the arbitration, the deliberations of the Tribunal, the pleadings, evidence and all other materials produced by the parties in the arbitration, and any decision, ruling, order, or award, save where the information is, without any breach of Rule 59.1 and Rule 59.2, otherwise in the public domain.

59.5 The Tribunal has the power to enforce any obligation of confidentiality on the parties under these Rules, in accordance with the applicable law or pursuant to the parties' agreement, and may issue an order or award for sanctions, damages or costs and take measures to protect trade secrets.

60. Publication

60.1 The parties shall be deemed to have agreed that SIAC may publish any decision, ruling, order, or award, and any reasoned decision by the SIAC Court, with the names of the parties and other identifying information redacted.

60.2 SIAC may proceed with the publication of any materials under Rule 60.1 unless a party provides a written objection to the Registrar within 6 months after the conclusion of the arbitration.

61. Information Security

61.1 As soon as practicable after the commencement of the arbitration, any party may propose and seek to agree on reasonable measures to protect the information that is shared, stored or processed in relation to the arbitration.

61.2 At the first case management conference and any other appropriate stage of the proceedings, the Tribunal shall discuss with the parties the information security measures described in Rule 61.1. The Tribunal may, after considering the views of the parties, give directions to the parties in that regard, taking into account the circumstances of the case and relevant best practices on information security, including cybersecurity and cyber resilience.

61.3 The Tribunal shall have the power to take appropriate measures, including issuing an order or award for sanctions, damages or costs, if a party does not take necessary steps to comply with the information security measures agreed by the parties and/or directed by the Tribunal.

62. Document Retention

62.1 SIAC shall maintain an archive of each arbitration commenced under these Rules for a minimum of six (6) years from the date the final award was issued or the arbitration was terminated. SIAC may thereafter dispose of such documents in a confidential manner without notice to the parties or the Tribunal.

63. Decisions by SIAC

63.1 Except as provided in these Rules, the decisions of the SIAC Court, the President, the Vice President, the Registrar, and the SIAC Secretariat with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Tribunal. The SIAC Court, the President, the Vice President, the Registrar, and the SIAC Secretariat are not required to provide reasons for such decisions but may provide such reasons at the joint request of the parties.

63.2 The SIAC Court may delegate its powers under these Rules to a Committee of the SIAC Court.

63.3 At the President's request, or if for any reason the President is unable to act, the Vice President or the Registrar are authorised to exercise the powers of the President under these Rules.

63.4 The parties waive any right of appeal or review in respect of any decisions of the SIAC Court, the President, the Vice President, the Registrar, and the SIAC Secretariat to any State court or other judicial authority insofar as such waiver can be validly made.

64. Waiver

64.1 If a party knows or ought to have reasonably known that any provision of these Rules, an agreement of the parties, including any agreement relating to the constitution of the Tribunal or the conduct of the proceedings, or any other rules applicable to the proceedings, or any direction given by the Tribunal, the SIAC Court, the President, the Vice President, the Registrar, or the SIAC Secretariat has not been complied with, and does not state its objection in writing to the Tribunal and the Registrar within 15 days from the date of the alleged non-compliance, that party shall be deemed to have irrevocably waived its right to object for all purposes.

65. Exclusion of Liability

65.1 The parties shall be deemed to have agreed that SIAC (including its directors, officers and employees), the SIAC Board, the SIAC Court, the President, the Vice President, the Registrar, the SIAC Secretariat, the members of the Tribunal, any Emergency Arbitrator, and any person appointed by the Tribunal, including any Tribunal Secretary and any Tribunal-appointed expert, shall not be liable to any person howsoever for any negligence or anything done or omitted to be done in accordance with these Rules, or any mistake in law, fact or procedure made during the course of arbitration or in the making of an award, except to the extent that such a limitation of liability is prohibited by the applicable law.

65.2 The parties shall be deemed to have agreed that SIAC (including its directors, officers and employees), the SIAC Board, the SIAC Court, the President, the Vice President, the Registrar, the SIAC Secretariat, the members of the Tribunal, any Emergency Arbitrator, any person appointed by the Tribunal, including any Tribunal Secretary and any Tribunal-appointed expert, shall not be under any obligation to make any statement in connection with any arbitration administered by SIAC in accordance with these Rules and no party shall seek to make any of these persons or bodies a party or a witness in any judicial or other proceeding related to the arbitration.

SCHEDULE 1. EMERGENCY ARBITRATION PROCEDURE

Application for Emergency Relief

1. A party requiring emergency interim or conservatory relief in accordance with Rule 12.1 may file an application with the Registrar for the appointment of an Emergency Arbitrator (“Application”).
2. An Application may be filed:
 - (a) prior to the filing of the Notice of Arbitration (“Notice”);
 - (b) concurrent with the filing of the Notice; or
 - (c) any time after the filing of the Notice or the Response but prior to the constitution of the Tribunal.
3. The Application shall include:
 - (a) any Notice which has been filed in the arbitration and the supporting documents thereon;
 - (b) the identity and contact details of the parties to the arbitration and their representatives;
 - (c) a statement certifying that all parties have been provided with a copy of the Application or, if not, an explanation of the steps taken to provide a copy or notification of the Application to all parties;
 - (d) a copy or description of the arbitration agreement invoked;
 - (e) a copy or description of the contract or other instrument out of or in connection to which the dispute arises;
 - (f) a description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
 - (g) a statement of the emergency interim or conservatory relief sought and the reasons why such relief is required on an emergency basis and cannot await the constitution of the Tribunal;
 - (h) any comment as to the applicable rules of law, seat of the arbitration and the language of the arbitration for the emergency proceedings;
 - (i) a statement on the existence of any third-party funding relationship and the identity and contact details of the third-party funder.
4. The Application shall be accompanied by payment of the EA Filing Fee and the deposits towards the Emergency Arbitrator’s fees and expenses in accordance with the Schedule of Fees.

5. The Registrar may call for additional deposits from the applicant towards the Emergency Arbitrator's fees and expenses. If the additional deposits are not paid within the period of time set by the Registrar, the Application shall be considered as withdrawn on a without prejudice basis.
6. If the Application is filed under paragraph 2(a) of this Schedule 1, and the Notice is not filed within 5 days from the date of the Registrar's receipt of the Application, the Application shall be considered as withdrawn on a without prejudice basis unless the Registrar extends the time.

Appointment of Emergency Arbitrator

7. If the President determines that SIAC shall accept the Application, the President shall seek to appoint an Emergency Arbitrator within 24 hours from the later of:
 - (a) the date of receipt by the Registrar of the Application; or
 - (b) the date of receipt of payment of the EA Filing Fee and deposits.
8. The duties of disclosure under Rule 20 shall apply, *mutatis mutandis*, to the appointment of an Emergency Arbitrator.

Challenge of Emergency Arbitrator

9. A party who wishes to challenge an Emergency Arbitrator shall file a notice of challenge with the Registrar:
 - (a) within 24 hours from the date of receipt of the notice of appointment of the Emergency Arbitrator; or
 - (b) within 24 hours from the date that the circumstances specified in Rule 26.1 became known or should have reasonably been known to that party.

A party is not permitted to challenge an Emergency Arbitrator after the constitution of the Tribunal.

10. If within 24 hours from the date the notice of challenge is filed, the other party agrees to the challenge or the challenged Emergency Arbitrator voluntarily withdraws from office, the SIAC Court may direct that a substitute Emergency Arbitrator be appointed in accordance with Rule 30.1 and Schedule 1. In neither case does this imply acceptance of the validity of the grounds for the challenge.
11. The procedure for challenge and replacement of an arbitrator provided in Rule 27, Rule 28 and Rule 30 of the Rules shall apply, *mutatis mutandis*, to a challenge to an Emergency Arbitrator, save that the SIAC Court may determine that no reasons are to be provided.

Conduct of Emergency Proceedings

12. If the parties have agreed on the seat of the arbitration, such seat shall be the seat of the emergency proceedings. Failing such an agreement, the seat of the emergency proceedings shall be Singapore, without prejudice to the Tribunal's determination of the seat of the arbitration in accordance with Rule 36.1.
13. The Emergency Arbitrator shall have the power to conduct the emergency proceedings in such manner as the Emergency Arbitrator considers appropriate, taking into account the inherent urgency of the emergency proceedings. The Emergency Arbitrator shall have all the powers vested in the Tribunal pursuant to these Rules, including the power to rule on their own jurisdiction, without prejudice to the Tribunal's determination.
14. The Emergency Arbitrator shall establish a schedule for consideration of the Application within 24 hours after their appointment. In the event a party does not participate in the emergency proceedings, the Emergency Arbitrator may conduct the proceedings in the party's absence.
15. Unless the parties have agreed that the Application shall be decided on basis of written submissions and any accompanying documentary evidence, the Emergency Arbitrator shall, if either party so requests or the Emergency Arbitrator so decides, hold a hearing for determination of the Application. Taking into account the inherent urgency of the emergency proceedings, the hearing may be conducted in-person, in hybrid form, or by videoconference, teleconference or other form of electronic communication.

Order or Award

16. The Emergency Arbitrator shall have the power to make a preliminary order pending the provision of any written submissions or consideration of the Application.
17. The Emergency Arbitrator shall have the power to order or award any interim relief that the Emergency Arbitrator deems necessary. The Emergency Arbitrator shall make the order or award within 10 days from the date of the Emergency Arbitrator's appointment unless the Registrar extends the time. No order or award shall be made by the Emergency Arbitrator until it has been approved by the Registrar in accordance with Rule 53.
18. The Emergency Arbitrator may make an order or award subject to such conditions as the Emergency Arbitrator deems appropriate, including requiring the provision of appropriate security.

19. Prior to the constitution of the Tribunal, the Emergency Arbitrator, on their own initiative or upon the reasoned request of a party, shall have the power to:
 - (a) reconsider, modify or vacate any order or award; and
 - (b) make an additional order or award as to any claim for emergency relief presented in the emergency proceedings but not decided in any order or award of the Emergency Arbitrator.

20. An order or award issued by the Emergency Arbitrator shall cease to be binding:
 - (a) if the parties so agree;
 - (b) if the Emergency Arbitrator or the Tribunal so decides;
 - (c) if the Application is considered as withdrawn in accordance with paragraph 5 or paragraph 6 of this Schedule 1;
 - (d) if the Tribunal is not constituted within 90 days from the date of the order or award, unless the Registrar extends the time;
 - (e) if the claims in the arbitration are withdrawn or the arbitration is terminated prior to the issuance of the final award; or
 - (f) upon issuance of the final award, unless the Tribunal determines otherwise.

21. The Emergency Arbitrator shall have no power to act after the Tribunal is constituted. The Tribunal may affirm, reconsider, modify or vacate any order or award issued by the Emergency Arbitrator, including a ruling on their jurisdiction. The Tribunal shall not be bound by the reasons given by the Emergency Arbitrator.

22. An Emergency Arbitrator may not act as an arbitrator in the arbitration, unless otherwise agreed by the parties.

23. The parties shall be deemed to have agreed 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 the parties undertake to carry out the order or award immediately and without delay. The parties hereby irrevocably waive their rights to any form of appeal, review or recourse to any State court or other judicial authority with respect to such order or award insofar as such waiver may be validly made.

Costs of Emergency Proceedings

24. 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 finally determine the apportionment of such costs.

General Provisions

25. The Registrar may extend or abridge any period of time under this Schedule 1.
26. These Rules shall apply as appropriate to any arbitration pursuant to this Schedule 1, taking into account the inherent urgency of the emergency proceedings. The Emergency Arbitrator may decide the manner that this Schedule shall apply as appropriate, and their decision as to such matters is final and not subject to appeal, review or recourse.

SCHEDULE 2. STREAMLINED PROCEDURE

Appointment of Sole Arbitrator

1. In all arbitrations conducted under this Schedule 2, a sole arbitrator shall be appointed.
2. The parties may jointly nominate the sole arbitrator within 3 days from the date of the President's decision to grant the application for the Streamlined Procedure.
3. If the parties are not able to jointly nominate the sole arbitrator within 3 days from the date of the President's decision to grant the application for the Streamlined Procedure, or if at any time a party so requests, the President shall seek to appoint the sole arbitrator within 3 days.
4. The duties of disclosure under Rule 20 shall apply, *mutatis mutandis*, to the appointment of a sole arbitrator under this Schedule 2.

Challenge of Sole Arbitrator

5. A party who wishes to challenge a sole arbitrator under the Streamlined Procedure shall file a notice of challenge with the Registrar:
 - (a) within 3 days from the date of receipt of the notice of appointment of the Tribunal; or
 - (b) within 3 days from the date that the circumstances specified in Rule 26.1 became known or should have reasonably been known to that party.
6. If within 3 days after the date the notice of challenge is filed, the other party agrees to the challenge or the challenged sole arbitrator voluntarily withdraws from office, the SIAC Court may direct that a substitute sole arbitrator be appointed in accordance with Rule 30.1 and Schedule 2. In neither case does this imply acceptance of the validity of the grounds for the challenge.
7. The procedure for challenge and replacement of an arbitrator provided in Rule 27, Rule 28 and Rule 30 of the Rules shall apply, *mutatis mutandis*, to a challenge to a sole arbitrator under this Schedule 2, save that the SIAC Court may determine that no reasons are to be provided.

Conduct of Streamlined Proceedings

8. Within 3 days from the date of constitution of the Tribunal, the Tribunal shall conduct a case management conference with the parties to discuss the timetable for the conduct of the proceedings including the determination of any interlocutory applications.

9. The Tribunal shall have the power to conduct the streamlined proceedings in such manner as the Tribunal considers appropriate, taking into account the timelines under the Streamlined Procedure.
10. In exercising its procedural discretion under this Schedule 2, the Tribunal may set a time limit on the expiry of which, the parties shall not be entitled to file any interlocutory applications without leave of the Tribunal.
11. Unless the Tribunal determines otherwise, after considering the views of the parties:
 - (a) the arbitration shall be decided on the basis of written submissions and any accompanying documentary evidence;
 - (b) no party shall be entitled to make requests for document production; and
 - (c) no party shall be entitled to file any fact or expert witness evidence.

Award

12. The Tribunal shall state the reasons upon which any award is based in summary form, unless the Parties have agreed that no reasons are to be given.
13. The final award shall be made within 3 months from the date of constitution of the Tribunal unless the Registrar extends the time for making such final award.

Costs

14. The Tribunal's fees and SIAC's fees shall not exceed 50 percent of the maximum amounts calculated in accordance with the Schedule of Fees, unless the Registrar determines otherwise.

General Provisions

15. The parties shall be deemed to have agreed that, where the arbitration is conducted in accordance with the Streamlined Procedure, the rules and procedures set out in Rule 13 and Schedule 2 shall apply and take precedence over any inconsistent or contrary terms in the arbitration agreement.
16. Any application under Rule 14, Rule 18, Rule 46 and Rule 47 shall not be allowed in an arbitration conducted under the Streamlined Procedure.
17. The Registrar may extend or abridge any time limits under this Schedule 2.
18. The Tribunal may, in consultation with the Registrar and the parties, order that the arbitration shall no longer be conducted in accordance with the Streamlined Procedure. Notwithstanding such an order by the Tribunal, the arbitration shall

continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Streamlined Procedure.

19. These Rules shall apply as appropriate to any arbitration pursuant to this Schedule 2, taking into account the streamlined nature of the proceedings. The Tribunal may decide the manner that this Schedule 2 shall apply as appropriate, and the sole Tribunal's decision as to such matters is final and not subject to appeal, review or recourse.

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